



William D. Reilich
Supervisor

Town of Greece

Town Clerk's Office

Ivana Casilio, Town Clerk

icasilio@greecenyny.gov

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5/12/2025

Mr. James Golden, CEO
Pavement Management Group
655 Hopewell Drive
Heath, OH 43056

RE: 24COR-010 Pavement Management Software and Services

Dear Mr. Golden:

The Town Board, at a meeting held on March 20, 2025, awarded the sole bid for the 24COR-010 Pavement Management Software and Services to Pavement Management Group, 655 Hopewell Drive, Heath, OH 43056.

If you have any questions, please contact me at (585) 723-2311.

Sincerely,

Signed by:

William D. Reilich

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William D. Relich
Town Supervisor

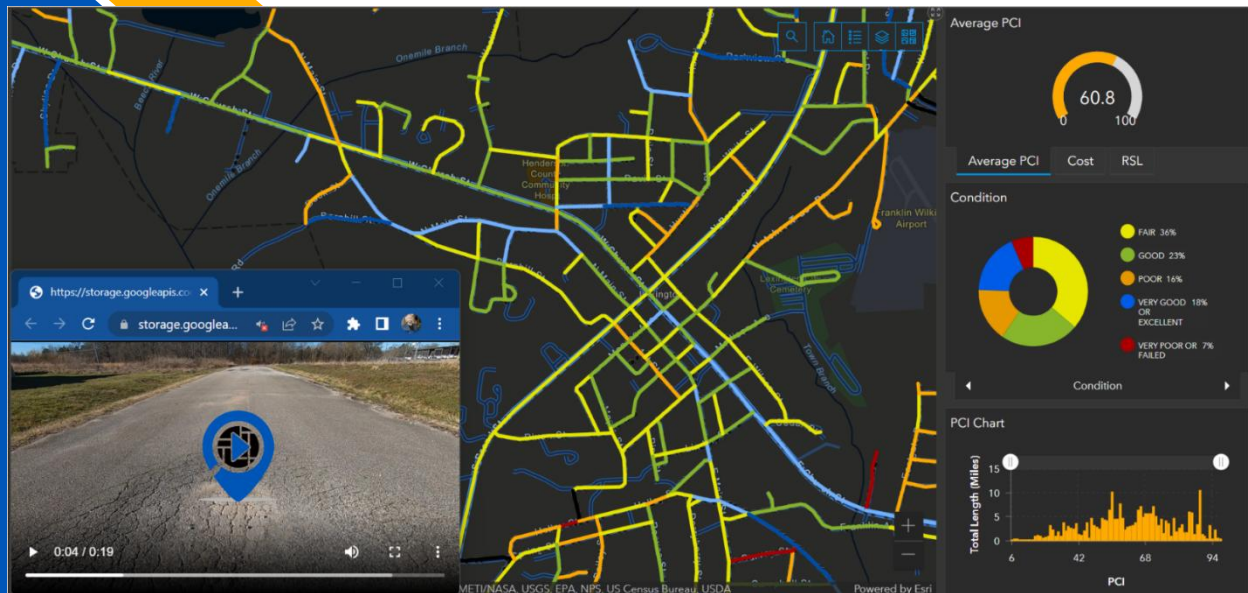


QUALIFICATIONS, TECHNICAL AND COST PROPOSAL

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES

Prepared March 15th, 2025

Town of Greece Finance Director
One Vince Tofany Boulevard
Greece, NY 14612



JAMES GOLDEN

Founder and CEO

Pavement Management Group

PO Box 2407

Heath, OH, 43056

(740) 507-3842

James@PavementManagement.com



24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

PROPOSAL COVER LETTER

ATTN: Ivana Casilio

03/15/2025

Finance Director

Once Vince Tofany Boulevard
Greece, NY 14612

RE: 24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES

Dear Ms. Casilio,

Pavement Management Group is pleased to submit this proposal package in response to the Town of Greece's bid for Pavement Management Software and Services.

Our proposal is tailored to meet the Town of Greece's objectives for a comprehensive, turn-key pavement management solution. At Pavement Management Group, we aim to empower municipal officials with the tools and insights to make data-driven decisions that enhance roadway infrastructure. Our programs are designed to help municipalities allocate resources strategically, ensuring maximum impact while supporting officials in effectively and transparently communicating their infrastructure plans and budgets to constituents. All deliverables undergo rigorous quality control by our team of pavement management experts. With our ongoing support, consultative services, and the innovative RoadlNsights dashboard, we stand out as a leader in the roadway consulting industry.

Thank you for your interest in providing an effective pavement management solution to the citizens of the Town of Greece, NY. Pavement Management Group would like to be your partner in this vital project.

Respectfully Submitted,



James Golden

Founder and CEO

James@PavementManagement.com





NOTICE TO RESPONDENT

Best Value Solicitation

Issued by:

TOWN OF GREECE for

PAVEMENT MANAGEMENT SOFTWARE AND SERVICES

SUBMITTAL DEADLINE: 3:00 p.m., March 17, 2025



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Section K	Form of Administration Agreement
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement
Section M	Lead Public Agency Certificate
Section N	Technical Proposal
Section O	Cost Proposal



GENERAL CONTRACT DOCUMENTS AND INFORMATION

The following sets forth the contract documents contained in this suite of documents as applicable to CoreTrust, Lead Agency, Supplier, and the applicable participating agency.

DOCUMENT	TITLE	PARTIES	PURPOSE
APPENDIX A			
Section A*	Participating Agency Requirements	Participating Agency, Lead Agency, and Supplier	These Sections provide the Participating Agencies and Lead Agency’s respective statutory and regulatory requirements with which the Supplier must comply. *Sections A and B may be modified as necessary to meet an individual participating public entity’s statutory and regulatory requirements.
Section B*	Lead Agency Requirements		
Section C	Federal Contract Terms and Conditions		
Section D	New Jersey Business Compliance		
Section E	State Notice Addendum		
APPENDIX B			
Section F	Background & Scope	Lead Agency, Supplier, and CoreTrust	These Sections provide the solicitation purpose(s), general scope, submission requirements, and evaluation and award information.
Section G	Submission Protocol; Evaluation; Award		
Section H	Requirements for National Cooperative Contract		
Section I	Form of Master Agreement	Lead Agency and Supplier	The Master Agreement defines: (i) the relationship between Lead Agency and Supplier; and (ii) the terms and pricing of Supplier’s products and/or services offered to Participating Agencies.
Section K	Form of Administration Agreement	Supplier and CoreTrust	The Administration Agreement defines the roles and obligations of CoreTrust and Supplier regarding marketing and selling CoreTrust’s cooperative purchasing program to Participating Agencies.
Section L	Form of Master Intergovernmental Cooperative Purchasing Agreement	Lead Agency and CoreTrust	The Master Intergovernmental Cooperative Purchasing Agreement allows Lead Agency’s Participating Agencies to acquire Supplier’s products and/or services through CoreTrust’s cooperative purchasing program.
Section M	Lead Public Agency Certificate	Lead Agency, Supplier, and CoreTrust	The Lead Public Agency Certificate is the Lead Agency’s agreement to adhere to the terms of the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Section N	Technical Proposal		Sections N and O are designated for the Supplier’s use when developing their technical and cost proposals.
Section O	Cost Proposal		



ORDERS OF PRECEDENCE

This contract is composed of the documents set forth in the Table of Contents. For purposes of this Solicitation, conflicts among these documents shall be resolved in the following order of precedence:

This contract is composed of the documents set forth in the Table of Contents. For purposes of this solicitation, conflicts among these documents shall be resolved in the following order of precedence:

1. Section F – Background & Scope
2. Section G – Submission Protocol; Evaluation; Award
3. Section A – Participating Agency Requirements
4. Section B – Lead Agency Requirements
5. Section C – Federal Contract Terms and Conditions
6. Section D – New Jersey Business Compliance
7. Section E – State Notice Addendum
8. Section K – Form of Administration Agreement
9. Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement
10. Section I – Form of Master Agreement
11. Section N – Technical Proposal
12. Section O – Cost Proposal
13. Section H – Requirements for National Cooperative Contract
14. Section J – Master Agreement Acceptance Form
15. Section M – Lead Public Agency Certificate

For purposes of the awarded contract, conflicts among these documents shall be resolved in the following order of precedence:

1. Section A – Participating Agency Requirements
2. Section B – Lead Agency Requirements
3. Section C – Federal Contract Terms and Conditions
4. Section D – New Jersey Business Compliance
5. Section E – State Notice Addendum
6. Section F – Background & Scope
7. Section K – Administration Agreement
8. Section L – Master Intergovernmental Cooperative Purchasing Agreement
9. Section I – Master Agreement
10. Section N – Technical Proposal
11. Section O – Cost Proposal



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APPENDIX A – REQUIREMENTS

SECTION A – PARTICIPATING AGENCY REQUIREMENTS

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SECTION B – LEAD AGENCY REQUIREMENTS **STANDARD CLAUSES FOR TOWN OF GREECE CONTRACTS**

For purposes of the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”), the contractor agrees to be bound by the following clauses which are hereby made a part of the contract. (the word “Contractor” herein refers to any party other than the Town of Greece (the word “Town” herein refers to the Town of Greece)).

1. SERVICES. The Contractor shall perform the Services set forth in Attachment “A” (“Scope of Work”) in compliance with the specifications and standards set forth in Attachment “A”. The Town shall have the right to order, in writing, changes in the scope of the work or under the Services to be performed with any applicable version of the compensation paid hereunder agreed upon by the Town and the Contractor. Any adjustment to fees, rate schedules, or schedule of performance can only be adjusted pursuant to written agreement between the parties

2. TERM OF AGREEMENT. This agreement shall be for the term set forth herein, unless sooner terminated pursuant to the terms hereof.

3. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Town and any attempts to assign the contract without the Town’s written consent are null and void.

4. FEES. The Town shall pay the Contractor the fees set forth in Attachment “B”, in accordance with the terms and conditions of this agreement. The Contractor represents that such fees do not exceed the Contractor’s customary current price schedule. The Town shall pay all applicable taxes; excepting, however, the federal excise tax and all state and local sales and property taxes from which the Town is exempt. Payment shall be made by the Town’s Accounts Payable Office upon submittal of invoice(s) approved by the Comptroller, or designee, at the Town Office

5. EXPENSES. The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement. If permits, governmental approvals or licensing is required to perform the services provided, the contract or agrees to apply for and obtain, at their cost and expenses such permits, approvals, or licenses.

6. WARRANTIES. The Contractor warrants and represents that it is specially trained, qualified, duly licensed, experienced, and competent to provide the services or to perform the scope of work. The Contractor warrants that Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the Town, free from defects in design. The Town’s approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the Town, its successors, assigns, and users of the goods or services.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with New York State Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract Contractor understand and has been advised that contractor is subject to fines for any violation of the Labor Law as well as possible termination of this contract and forfeiture of all moneys due hereunder for violations of the Labor Law. Not intending to limit the foregoing, the Contractor hereby certifies that in performing work or providing services for the Town, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for by law. Contractor shall comply with applicable federal and New York



anti-discrimination laws, including but not limited to, the New York Fair Employment and Housing Act. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

8. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. The Contractor agrees to provide payroll wage certifications upon submittal of each invoice for services performed. Failure to provide such certifications will result in delay of payment or non-payment by the Town. Also in accordance with New York State Labor Law section 220, the successful bidder must submit certified payroll transcripts. Said transcripts will be kept on file at the Greece Town Hall for no less than three years following the contract completion. Contractors are required to deliver subscribed and sworn payroll transcripts to the Town within 1 week after issuance of payroll. The transcript shall be accompanied by a statement under penalties of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each employee conform with the work he performed.

9. NON-COLLUSIVE BIDDING CERTIFICATION. Contractor affirms, under penalty of perjury, that its bid and or quote was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf. Contractor further states under penalty of perjury, that to the best of knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by law, the prices which have been quoted in this bid or quote have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

10. TERMINATION OF AGREEMENT. This agreement may be terminated by the Town by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor.

11. DOCUMENTATION. As applicable, the Contractor agrees to provide to the Town, at no charge, a sufficient number of nonproprietary manuals and other printed materials, as used in connection with the Services, and updated versions thereof, which are necessary or useful to the Town in its use of the Services provided hereunder.

12. RIGHTS IN DATA. All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the Town and may be copyrighted by the Town. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the Town can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of the computer programs developed pursuant to this agreement shall be the property of the Town. During the term of this agreement, certain information which the Town deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, employee information, computer programs, and data in the Town's written records or stored on the Town's computer systems.

13. SET-OFF RIGHTS. The Town shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Town's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Town with regard to this contract, any other contract with any other Town department or agency, including any contract for a term commencing prior to the term of this contract,



plus any amounts due and owing to the Town for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Town shall exercise its set-off rights in accordance with normal Town practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the Director of Finance,

14. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and six (6) additional years thereafter. The Director of Finance of the Town and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the Monroe County, for the purposes of inspection, auditing and copying. The Town shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform The Town Clerk, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Town's right to discovery in any pending or future litigation.

15. CONTRACTOR ACCOUNTING RECORDS. Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the Town and the Contractor shall be maintained on an accounting basis acceptable to the Town and shall be available for examination by the Town or its authorized representative(s) during regular business hours within one (1) week following a request by the Town to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the Town to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the Town in writing

16. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. FEDERAL EMPLOYER IDENTIFICATION NUMBER AND/OR FEDERAL SOCIAL SECURITY NUMBER. The contractor agrees to file an IRS form W-9 with the town prior to the commencement of the contract. Failure to supply such form is a condition precedent to the payment by the Town of any sums owed pursuant to this contract. All invoices or Town of Greece standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Department of Finance of the Town must include the payee's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Town of Greece standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

17. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Attachment "A", the terms of this Attachment "A" shall control.

18. NON-APPROPRIATION OF FUNDS. The Town of Greece intends to remit to the contractor all payments and other amounts for the full term provided the funds are legally available. In the event this contract is not granted an appropriation of funds at any time during the term of this contract and there is no other legal procedure or available funds by or with which payment can be made to contractor, and the non-appropriation did not result from an act or omission by the contractor, the Town of Greece may terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to the contract or of the Town of Greece, except as to the portion of the Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, the Town Supervisor, Director of Finance or Town Attorney shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by the Town of Greece, and (c) the Town of Greece you have exhausted all funds legally available to pay Payments. If the Town of Greece terminates this Agreement because of a non-appropriation of funds, the Town may not enter in a contract during the subsequent fiscal period, which contract performs the same functions as, or functions taking the place of, those performed by the contract terminated by the Town, provided however, these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. The Town of Greece shall not terminate this Agreement in order to acquire services or equipment or to allocate funds directly or indirectly, that perform essentially the same function for which the original contract was intended.



If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the Town. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the Town, this agreement shall automatically terminate and the Town shall be relieved of any further obligation

19. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Local Finance Law to the extent required by law. Interest will not be charged unless payment is not received 60 days after the Town received the invoice and all required paperwork is complete and in compliance with this agreement.

20. ADVANCES. The Town will not advance any retainer for goods and/or services unless the parties mutually agree.

21. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York, County of Monroe.

22. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Town's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Town in writing, of each and every change of address to which service of process can be made. Service by the Town to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

23. WAIVER OF DAMAGES; INDEMNITY. The Contractor hereby waives and releases the Town from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the Town's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the Town be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the Town has been advised in advance of the possibility of such damages. This shall constitute the Town's sole liability to the Contractor and the Contractor's exclusive remedies against the Town. Except for the sole negligence or willful misconduct of the Town the Contractor shall indemnify, hold harmless and defend the Town and its Town Board, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement. Without limiting the foregoing, the Contractor shall indemnify and hold harmless the Town, and its Town Board, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys' fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or trade name, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the Town to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret. The contractor hereby agrees to defend, indemnify and save harmless the Town against any and all liabilities, loss, damage, detriment, suit, claim, demand, cost, charge, attorney's fees and expenses of whatever kind or nature which the Town may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this contract, where such loss or expense is incurred directly or indirectly by the Town, its employees or agents, as a result of the negligent act or omission, breach or fault of the contractor, its agents, employees or contractors. If a claim or action is made or brought against the Town and for which the contractor may be responsible hereunder in whole or in part, then the contractor shall be notified and shall be required to handle or pay for the handling of the portion of the claim for which the contractor is responsible as a result of this section.

24. INSURANCE REQUIREMENTS.

The insurance requirements for all contractors of the Town are as follows. Not all may apply to this contract; refer to the Town contact person for clarification:

The Contractor shall procure and maintain at his own expense until final completion of the work or services covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Greece must be named as Certificate Holder and Additional Insured on all policies.**



Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Town. **Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required.** Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

A. WORKER'S COMPENSATION AND DISABILITY INSURANCE. A policy covering the operations of the Contractor in accordance with the provisions of New York State Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as required to be covered by the provisions of the Workers' Compensation Law.

B. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE.

(1) CONTRACTOR'S LIABILITY INSURANCE issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverage shall be included:

- Comprehensive Form
- Premises-Operations
- Products/Completed Operations
- Contractual Insurance covering the Hold Harmless Provision
- Broad Form Property Damage
- Independent Contractors
- Personal Injury

(2) CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Contractor and covering the liability for damages imposed by law upon the said Contractor for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the agreement. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in New York State such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly, related to employment of such person by the Contractor or by another person.
5. Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.
7. Claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.



(3) OWNER'S PROTECTIVE LIABILITY INSURANCE issued to the Contractor and the Town of Greece, which covers the liability for damages imposed by law on the Town with respect to all work performed by the Town Contractor and his subcontractors under the agreement resulting from this bid offering.

C. MOTOR VEHICLE INSURANCE issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount listed below.

D. PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS. The contractor shall procure at its own expense professional liability insurance for services to be performed pursuant to this agreement, insuring the contractor against malpractice or errors and omissions of the contractor.

The insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Unless otherwise specifically required by special specifications, each policy shall have limits as found in the attached matrix.

25. SEVERABILITY. The Contractor and the Town agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.

26. NOTICE. Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery and, if made by mail, shall be deemed complete on the earlier of the day of actual receipt or the expiration of two (2) business days after the date of mailing.

27. CONFLICTS OF INTEREST. The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" in any decision made by the Town on any matter in connection with which the Contractor has been retained pursuant to this agreement.

28. REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS.

A. If this agreement is funded by the Town, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.

B. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

29. REGULATIONS. In addition to the above, and per Federal and State Regulations, the successful bidder must meet all Federal and State regulations regarding all New York State Department of Labor and OSHA safety regulations and standards. If applicable, New York State Department of Labor prevailing wage rates must be followed under this contract. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract



shall be in accordance with schedules that have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage schedules are in effect from July 1 through June 30, but may be amended throughout the period. It is the responsibility of the Contractor to pay per the current wage schedule. Please visit the New York State Department of Labor website at www.labor.state.ny.us for updated schedules.

30. RELATIONSHIP OF PARTIES. With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the Town. The Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees is in any manner agents or employees of the Town.

31. TOWN REPRESENTATIVE. The contact person set forth above or his or her designee shall represent the Town in the implementation of this agreement.

32. GOVERNING LAW. This agreement shall be deemed to have been executed and delivered within the State of New York, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of New York or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the County of Monroe, State of New York, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.

33. EQUAL OPPORTUNITY EMPLOYER. The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.

34. ATTORNEYS' FEES AND COSTS. If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

35. BOARD AUTHORIZATION. The effectiveness of this agreement is expressly conditioned upon ratification by the Town Board of the Town of Greece.

36. AMENDMENTS. This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.

**INSURANCE MATRIX**

CATEGORY	General Liability	Professional Liability (Errors & Omissions)	Work Comp & Disability	Vehicle Liability	Owner's Protective Liability	Contractor's Protective Liability
Professional Services	x	x	x			
Services provided by Engineers, Architects, Financial Consultants, Legal Consultants - typically requires an advanced degree.						
Service Contracts	x		x	x		
Non-professional services provided by contractors. If building repairs, Article-8 applies. If building services, Article-9 applies.						
Construction	x		x	x	x	x
Building and infrastructure construction or repair, Article 8 applies.						
Organized Leagues	x					

Standard Insurance Coverage (Contracts up to \$1,000,000):

Bodily Injury			Per			
Each Person	\$1,000,000		Chapter 41	\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000		of	\$1,000,000	\$1,000,000	\$1,000,000
Property Damage			Workers'			
Each accident	\$1,000,000		Compensation	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate	\$3,000,000		Law	\$1,000,000	\$3,000,000	\$3,000,000
Service Performed		\$1,000,000				
Work with a value in excess of \$1,000,000 shall have \$3,000,000/\$5,000,000 for General Liability/Property Damage.						

Construction projects up to \$5,000; Service contracts up to \$20,000:

Bodily Injury			Per			
Each Person	\$500,000		Chapter 41	\$500,000	\$500,000	\$500,000
Each Occurrence	\$500,000		of	\$500,000	\$500,000	\$500,000
Property Damage			Workers'			
Each accident	\$500,000		Compensation	\$500,000	\$500,000	\$500,000
Aggregate	\$1,000,000		Law	\$500,000	\$1,000,000	\$1,000,000
Service Performed		\$500,000				

Service contracts up to \$5,000:

Bodily Injury			Per			
Each Person	\$250,000		Chapter 41	\$250,000		
Each Occurrence	\$500,000		of	\$500,000		
Property Damage			Workers'			
Each accident	\$250,000		Compensation	\$250,000		
Aggregate	\$500,000		Law	\$500,000		

Acceptable Forms

General Liability	Town shall be listed as "Additional Insured", and the additional insured endorsement is to be provided along with the Certificate of Insurance.
Worker's Compensation Disability Benefits	WC/DB100; revised C-105.2 (9/07); U-26.3; SI-12; GSI 105.2. WC/DB100; DB-120.1; DB-155.



TOWN OF GREECE

PROPOSAL OR BID FOR PERFORMANCE OF MUNICIPAL CONTRACT

TO THE TOWN BOARD OF THE TOWN OF GREECE, MONROE COUNTY, NEW YORK:

The undersigned, desiring to interpose a bid for work to be rendered and/or materials to be furnished in connection with the purchase of:

PAVEMENT MANAGEMENT SOFTWARE AND SERVICES

do accept all the terms, conditions and agreements contained and set forth in the Notice to Bidders dated February 26th, 2025, and do certify, agree and propose as follows:

The undersigned declare that the only persons interested in this proposal (or contract) as principals are as stated; that the proposal is in all respects made without collusion or fraud; that no person is directly or indirectly interested therein that they (he) have (has) carefully examined the (location of the proposed work, the annexed proposed form of contract and the plans and) specifications therein referred to; and hereby propose and agree that if this proposal is accepted, that they (he) will contract with the Town of Greece in the materials (supply all necessary machinery, tools and apparatus) and do all of the work specified in the contract in the manner and time herein specified and to take in full payment therefore the following prices, to wit:

The undersigned agree to complete the (work/deliver) within **120** days. The full names and residences of all persons and parties interested in the foregoing bids and principals are as follows:

Dated: **680 S 2nd St, Heath, Ohio** ~~New York~~, the **15th** day of **March, 2025**.

By: **James Golden, CEO**

A handwritten signature in blue ink, appearing to read 'J. Golden'.



TOWN OF GREECE

NON-COLLUSIVE BIDDERS CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, or with any competitor; and
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder, or with any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. The foregoing is a true and correct copy of the resolution adopted by **Pavement Management Group, LLC** Corporation at a meeting of its Board of Directors held on the **11th** day of **March, 2025**.

SEAL

I hereby affirm under the penalties of perjury that the foregoing statement is true.

A handwritten signature in blue ink, appearing to read "J. Golden", written over a horizontal line.

Signature

James Golden, CEO
Typed Name



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TOWN OF GREECE

INSURANCE STATEMENT

Bidder agrees as follows (please mark appropriate box):

Insurance Certificates (Liability, Disability, Workers Comp) as requested are attached.....[]

I certify that I can supply insurance as specified if awarded the bid.....[**X**]

Failure to provide specified insurance in the format required by the Town shall disqualify bidder.

Bidder Name: Pavement Management Group, LLC

cSignature:

A handwritten signature in blue ink, appearing to read "James Golden".

Print Name: James Golden, CEO

TOWN CLERK USE ONLY:

Insurance Certificates and "Additional Insured" endorsement filed on:

- Liability Insurance Certificate _____
- Disability Insurance Certificate _____
- Workers Compensation Certificate _____

[Remainder of page intentionally left blank.]



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SECTION C – FEDERAL CONTRACT TERMS AND CONDITIONS

[Attachment to Follow]

FEDERAL CONTRACT TERMS AND CONDITIONS

When a participating agency seeks to procure goods and services using funds under a Federal grant or contract, specific Federal laws, regulations, and requirements may apply in addition to those under state law, including without limitation the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “**Uniform Guidance**” or “**EDGAR**” requirements).

All Respondents submitting proposals must complete this Federal Contract Terms and Conditions certification form regarding Respondent’s compliance with certain requirements which may be applicable to specific participating agency purchases using Federal grant funds. This completed form shall be made available to Participating Agencies for their use while considering their purchasing options when using Federal grant funds. Participating Agencies may also require supplier partners to enter into ancillary agreements, in addition to the Master Agreement’s general terms and conditions, to address the Participating Agency’s specific contractual needs, including contract requirements for a procurement using Federal grants or contracts.


For each of the items below, Respondent should certify its agreement and ability to comply, where applicable, by having its authorized representative sign the acknowledgment at the end of this form. If Respondent fails to complete any item in this form, CoreTrust shall consider Respondent’s response to be that it is unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the supplier partner using Federal funds.

1. SUPPLIER PARTNER VIOLATION OR BREACH OF CONTRACT TERMS

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where supplier partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.


Any contract award shall be subject to the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Participating Agency construction contract agreed upon by supplier partner and the Participating Agency which must be consistent with and protect the Participating Agency at least to the same extent as the Master Agreement.

The remedies under this agreement are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these supplier partner violation and breach of contract terms.

Does vendor agree?  (Initials of Authorized Representative)

2. TERMINATION FOR CAUSE OR CONVENIENCE


When a participating agency expends Federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by supplier partner in the event supplier partner fails to: (1) meet schedules, deadlines, and / or delivery dates within the time specified in the procurement solicitation, contract, and / or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and / or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to supplier partner, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent shall be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other supplier partners when it is in participating agency’s best interest.

Does vendor agree?  (Initials of Authorized Representative)

3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and supplier partner agrees that it shall comply with such provision.


Does vendor agree?  (Initials of Authorized Representative)

4. DAVIS-BACON ACT

When required by Federal program legislation, supplier partner agrees that, for all participating agency prime construction contracts / purchases in excess of two thousand dollars (\$2,000), supplier partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, supplier partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, supplier partner shall pay wages not less than once a week.


Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the supplier partner is conditioned upon supplier partner's acceptance of the wage determination.

Supplier partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.") The Act provides that each supplier partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree?  (Initials of Authorized Representative)

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT


Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, supplier partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, supplier partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one-and-a-half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does vendor agree?  (Initials of Authorized Representative)

6. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier partner agrees to comply with the above requirements when applicable.


Does vendor agree?  (Initials of Authorized Representative)

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


When required, supplier partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree?  (Initials of Authorized Representative)

8. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier partner certifies that supplier partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier partner further agrees to immediately notify CoreTrust and all Participating Agencies with pending purchases or seeking to purchase from supplier partner if supplier partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree?  (Initials of Authorized Representative)


9. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) - Supplier partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, supplier partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

 Respondent SIGNATURE

10. PROCUREMENT OF RECOVERED MATERIALS

For participating agency purchases utilizing Federal funds, Supplier partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may be required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?  (Initials of Authorized Representative)

11. PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using Federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, supplier partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, supplier partner agrees that the total price, including profit, charged by supplier partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under supplier partner's Master Agreement.

Does vendor agree? *JG* (Initials of Authorized Representative)

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Supplier partner agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? *JG* (Initials of Authorized Representative)

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does vendor agree? *JG* (Initials of Authorized Representative)

14. GENERAL COMPLIANCE AND COOPERATION WITH PARTICIPATING AGENCIES

In addition to the foregoing specific requirements, supplier partner agrees, in accepting any purchase order from a Participating Agency, it shall make a good faith effort to work with Participating Agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including without limitation applicable recordkeeping and record retention requirements.


Does vendor agree? *JG* (Initials of Authorized Representative)

15. APPLICABILITY TO SUBCONTRACTORS

Supplier partner agrees that all contracts it awards pursuant to the Master Agreement shall be bound by the foregoing terms and conditions.

Does vendor agree? *JG* (Initials of Authorized Representative)

By my signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

<i>James Golden</i>		<i>3/15/2025</i>
Printed Name of Representative	Signature	Date
<i>Pavement Management Group, LLC</i>	<i>655 Hopewell Drive, Heath, OH 43056</i>	<i>080631297</i>
Company Name	Address	DUNS No. (if applicable)

SECTION D – NEW JERSEY BUSINESS COMPLIANCE

[Attachment to Follow]

**NEW JERSEY BUSINESS COMPLIANCE**

Respondents intending to do business in the State of New Jersey shall comply with policies and procedures required by New Jersey statutes. All Respondents must complete and submit the following forms to meet the requirements of doing business in this state. Failure to comply shall affect the ability to promote the Master Agreement in the State of New Jersey as required hereunder.

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certificate

New Jersey vendors are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

[Attachments to Follow]



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ATTACHMENT 1 – OWNERSHIP DISCLOSURE FORM
(N.J.S.A. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440, Respondent shall complete the form attached to these specifications listing the persons owning ten percent (10%) or more of the firm presenting the proposal.

Respondent Full Name:	James Golden
Respondent Address:	680 S 2nd St., Heath, OH 43056

Please complete the below, as applicable:

I, **[TO BE COMPLETED BY RESPONDENT]**, certify that I am the sole owner of **[TO BE COMPLETED BY RESPONDENT]**, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR

I, **[TO BE COMPLETED BY RESPONDENT]**, a partner in **[TO BE COMPLETED BY RESPONDENT]**, do hereby certify that the following is a list of all individual partners who own a ten percent (10%) or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of that corporation's stock or the individual partners owning ten percent (10%) or greater interest in that partnership.

OR

I, **James Golden**, an authorized representative of **Pavement Management Group, LLC**, a corporation, hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding ten percent (10%) or more of the corporation's stock or the individual partners owning a ten percent (10%) or greater interest in that partnership.

**Note: if there are no partners or stockholders owning ten percent (10%) or more interest, indicate "None."*

NAME	ADDRESS	INTEREST
James Golden	680 S 2nd St., Heath, OH 43056	40%
Gerben Roseboom	2904 West Bay to Bay Blvd., Tampa, FL 33629	27%
Steve Tarte	2807 W Price Ave., Unit #3, Tampa, FL 33611	15%
Howard Mills	9 Darlene Dr., Goshen, NY10924	15%

I further certify that the statements and information contained herein are complete and correct to the best of my knowledge and belief.

Authorized Signature

James Golden

Printed Name

CEO

Title

3/15/2025

Date



CORETRUST®

ATTACHMENT 2 – NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

Respondent Name:	James Golden
Respondent Address:	680 S 2nd St., Heath, OH 43056

State of ~~New Jersey~~ **Ohio**Town of **Heath, OH - Licking County**

I, **James Golden**, residing in **Licking County** in the Town of Heath, State of **Ohio** of full age, being duly sworn according to law on my oath depose and say that:

I am the **CEO** of the firm of **Pavement Management Group, LLC**, the Respondent making the Proposal for the goods, services, or public work specified under the **24COR-010 Pavement Management Software and Services** attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the **Town of Greece, NY** relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services, or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by **Pavement Management Group**.

Subscribed and sworn to
before me this day

March 13th, 2025

Katherine Ann Marin

Notary Public Signature

My Commission expires November 30,
2028

(Seal)



James Golden
Signature

James Golden
Type or print name of affiant under signature

Notarized remotely online using communication technology via Proof.



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ATTACHMENT 3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, c. 127)

Respondent Full Name:	James Golden
Respondent Address:	680 S 2nd St., Heath, OH 43056

Proposal Certification: Indicate below your company's compliance with the New Jersey Affirmative Action regulations. Respondent's proposal shall be accepted even if not in compliance at this time. No contract and / or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Documentation:

Respondent shall submit with its proposal:

- (1) Letter of Federal Affirmative Action Plan Approval


OR

- (2) Certificate of Employee Information Report

OR

- (3) Employee Information Report Form AA302

Public Work – Project Cost over \$50,000:

-  (1) If Respondent has no approved Federal or New Jersey Affirmative Action Plan, Company shall complete New Jersey Form AA-201 upon award; or
- (2) Respondent has a federal or New Jersey Affirmative Action Plan, and the certificate is enclosed.

I further certify the statements and information contained herein are complete and correct to the best of my knowledge and belief.



Authorized Signature

James Golden

Printed Name

CEO

Title

3/15/2025

Date

Currently Pavement Management Group has no approved Federal or New Jersey Affirmative Action Plan, will commit to completing a new New Jersey Form AA-201 upon award.





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MANDATORY AFFIRMATIVE ACTION LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)****N.J.A.C. 17:27****PROCUREMENT, PROFESSIONAL, AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable Town employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable Town employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it shall discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Respondent



ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission shall not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the Town of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This shall assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

a) The Division has prepared model disclosure forms for each Town. They can be downloaded from the “Town PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They shall be updated from time-to-time as necessary.

b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are Town-based, **they list all legislative districts** in each Town. **Districts that do not represent the public agency should be removed from the lists.**

c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the Town. These submissions are appropriate and should be accepted.

d) The form may be used “as-is”, subject to edits as described herein.

e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This shall assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, Town, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract;
 - of that Town in which that public entity is located;
 - of another public entity within that Town; or
 - of a legislative district in which that public entity is located or, when the public entity is a Town, of any legislative district which includes all or part of the Town.

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This shall assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

*N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



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ATTACHMENT 4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Pavement Management Group, LLC		
Address:	655 Hopewell Drive		
City:	Heath	State: Ohio	Zip: 43056

The undersigned, being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	James Golden	CEO
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Pavement Management Group	has made no political contributions over the past 12 months		\$0

☐ Check here if the information is continued on subsequent page(s).



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ATTACHMENT 4

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

Town Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

Town:

Freeholders

Town Clerk

Sheriff

{Town Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A TOWN-BASED, CUSTOMIZABLE FORM.

NOT APPLICABLE

A handwritten signature in blue ink, appearing to be a stylized 'J' or 'S'.



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ATTACHMENT 5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **Pavement Management Group, LLC**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholders owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

Sign and notarize the form below and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: **James Golden – 40%**

Home Address: **680 S 2nd St., Heath, OH 43056**

Name: **Gerben Roseboom – 27%**

Home Address: **2904 West Bay to Bay Blvd., Tampa, FL 33629**

Name: **Steve Tarte – 15%**

Home Address: **2807 W Price Ave., Unit #3, Tampa, FL 33611**

Name: **Howard Mills – 15%**

Home Address: **9 Darlene Dr., Goshen, NY 10924**

Subscribed and sworn to
before me this day

March 13th, 2025

Katherine Ann Marin

Notary Public Signature

[Signature]
Affiant

James Golden
Type or print name of affiant under signature

My Commission expires November 30, 2028

(Seal)



Notarized remotely online using communication technology via Proof.



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ATTACHMENT 6 - CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Suppliers must certify that neither Supplier, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f).

Suppliers wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

<https://www.nj.gov/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24COR-010Pavement Management Software and Services

VENDOR NAME: Pavement Management Group, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

03/15/2025

Date

James Golden, CEO

Print Name and Title



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**ATTACHMENT 7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as part of their proposal. Failure to do so shall disqualify Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

**PMG WILL COMPLETE AND PROVIDE IN THE EVENT OF PROJECT AAWARD, AND DEEMED
NECESSARY FOR THIS PROJECT**



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SECTION E – STATE NOTICE ADDENDUM

[Attachment to Follow]



STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with CoreTrust and access the Master Agreement made pursuant to this Solicitation, and hereby given notice of the foregoing Solicitation for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia	Commonwealth of Puerto Rico			

Lists of political subdivisions, local governments, and tribal governments in the above referenced states / districts may be found at <https://www.usa.gov/state-governments>. Notwithstanding anything to the contrary herein, the aforementioned lists are not exhaustive; to the extent any new public agency, entity, or political subdivision is formed after the publication date of this Solicitation, such new agency, entity, or subdivision shall be deemed contemplated hereunder.

[Remainder of page intentionally left blank.]

**CITIES, TOWNS, VILLAGES, AND
BOROUGHES INCLUDING BUT NOT
LIMITED TO:**

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND
RECREATION DEPT., OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND TOWN OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR

CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR CITY OF ROGUE
RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CIT OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT
 EAGLE MOUNTAIN, UT
 EAST CARBON, UT
 ELK RIDGE, UT
 ELMO, UT
 ELSINORE, UT
 ELWOOD, UT
 EMERY, UT
 ENOCH, UT
 ENTERPRISE, UT
 EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT
 FARR WEST, UT
 FAYETTE, UT
 FERRON, UT
 FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT
 GUNNISON, UT
 HANKSVILLE, UT
 HARRISVILLE, UT
 HATCH, UT
 HEBER CITY CORPORATION, UT

HELPER, UT
 HENEFER, UT
 HENRIEVILLE, UT
 HERRIMAN, UT
 HIDEOUT, UT
 HIGHLAND, UT
 HILDALE, UT
 HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT
 KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT
 LEHI CITY CORPORATION, UT
 LEVAN, UT
 LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT

MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT
 ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT

SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING
BUT NOT LIMITED TO:**

ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF
 COURT
 CADDO PARISH, LA
 CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S
 OFFICE, LA
 CITY AND TOWN OF HONOLULU, HI
 CLACKAMAS TOWN, OR
 CLACKAMAS TOWN DEPT OF
 TRANSPORTATION, OR
 CLATSOP TOWN, OR
 COLUMBIA TOWN, OR
 COOS TOWN, OR
 COOS TOWN HIGHWAY DEPARTMENT,
 OR
 TOWN OF HAWAII, OR
 CROOK TOWN, OR
 CROOK TOWN ROAD DEPARTMENT,
 OR
 CURRY TOWN, OR
 DESCHUTES TOWN, OR
 DOUGLAS TOWN, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM TOWN, OR
 GRANT TOWN, OR
 HARNEY TOWN, OR
 HARNEY TOWN SHERIFFS OFFICE, OR
 HAWAII TOWN, HI
 HOOD RIVER TOWN, OR
 JACKSON TOWN, OR
 JEFFERSON TOWN, OR
 JEFFERSON PARISH, LA
 JOSEPHINE TOWN GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED
 GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION &
 VISITORS COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI TOWN, HI
 KLAMATH TOWN, OR
 LAKE TOWN, OR
 LANE TOWN, OR
 LINCOLN TOWN, OR
 LINN TOWN, OR
 LIVINGSTON PARISH, LA
 MALHEUR TOWN, OR
 MAUI TOWN, HI
 MARION TOWN, SALEM, OR
 MORROW TOWN, OR
 MULTNOMAH TOWN, OR
 MULTNOMAH TOWN BUSINESS AND
 COMMUNITY SERVICES, OR

MULTNOMAH TOWN SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK TOWN, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS,
 LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN TOWN, OR
 TERREBONNE PARISH, LA
 TILLAMOOK TOWN, OR
 TILLAMOOK TOWN SHERIFF'S OFFICE, OR
 TILLAMOOK TOWN GENERAL HOSPITAL, OR
 UMATILLA TOWN, OR
 UNION TOWN, OR
 WALLOWA TOWN, OR
 WASCO TOWN, OR
 WASHINGTON TOWN, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER TOWN, OR
 YAMHILL TOWN, OR
 TOWN OF BOX ELDER, UT
 TOWN OF CACHE, UT
 TOWN OF RICH, UT
 TOWN OF WEBER, UT
 TOWN OF MORGAN, UT
 TOWN OF DAVIS, UT
 TOWN OF SUMMIT, UT
 TOWN OF DAGGETT, UT
 TOWN OF SALT LAKE, UT
 TOWN OF TOOELE, UT
 TOWN OF UTAH, UT
 TOWN OF WASATCH, UT
 TOWN OF DUCHESNE, UT
 TOWN OF UINTAH, UT
 TOWN OF CARBON, UT
 TOWN OF SANPETE, UT
 TOWN OF JUAB, UT
 TOWN OF MILLARD, UT
 TOWN OF SEVIER, UT
 TOWN OF EMERY, UT
 TOWN OF GRAND, UT
 TOWN OF BEVER, UT
 TOWN OF PIUTE, UT
 TOWN OF WAYNE, UT
 TOWN OF SAN JUAN, UT
 TOWN OF GARFIELD, UT
 TOWN OF KANE, UT
 TOWN OF IRON, UT
 TOWN OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 MEDFORD WATER COMMISSION
 MELHEUR TOWN JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA

NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-TOWN METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 TOWN OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES TOWN SCHOOL DISTRICT
 NO.6
 DOUGLAS EDUCATIONAL DISTRICT
 SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL
 DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL
 DISTRICT
 GRESHAM BARLOW JOINT SCHOOL
 DISTRICT
 HEAD START OF LANE TOWN
 HIGH DESERT EDUCATION SERVICE
 DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER TOWN SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON TOWN SCHOOL DISTRICT
 509-J
 JEFFERSON PARISH SCHOOL
 DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH TOWN SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE TOWN SCHOOL DISTRICT 4J
 LINCOLN TOWN SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL
 DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION TOWN SCHOOL DISTRICT
 MARION TOWN SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT
 NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW TOWN SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE
 DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41

NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT
 NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION
 SERVICE DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD,
 LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL
 DISTRICT
 WILLAMETTE EDUCATION SERVICE
 DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING &
 SCIENCE (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS
 & MEDICAL
 SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT

BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY
 ACADEMY (BSTA), UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY,
 UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT
 DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL,
 UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY,
 UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL,
 UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL,
 UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY
 ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT

MERIT COLLEGE PREPARATORY ACADEMY,
 UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING &
 SCIENCE (NUAMES),UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE
 EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING
 ARTS, UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT

TINTIC SCHOOL DISTRICT, UT
 TOOEE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE
 PERFORMING ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH TOWN ACADEMY OF SCIENCE,
 UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND,
 UT
 UTAH STATE OFFICE OF EDUCATION,
 UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF
 PERFORMING ARTS AND
 TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS,
 UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF
 DISCOVERY, UT

**HIGHER EDUCATION INCLUDE`ING,
 BUT NOT LIMITED TO:**

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE,
 LA
 BIRTHINGWAY COLLEGE OF
 MIDWIFERY
 BLUE MOUNTAIN COMMUNITY
 COLLEGE
 BRIGHAM YOUNG UNIVERSITY -
 HAWAII
 CENTRAL OREGON COMMUNITY
 COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY
 COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE
 DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH
 SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE
 UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE
 UNIVERSITY OF HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY
 SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY
 COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF
 REGENTS
 UNIVERSITY OF HAWAII-HONOLULU
 COMMUNITY COLLEGE
 UNIVERSITY OF
 OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC
 COLLEGE
 WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY,
 UT

STATE AGENCIES INCLUDING BUT NOT LIMITED TO:

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT
ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF
TRANSPORTATION
HAWAII HEALTH SYSTEMS
CORPORATION
OFFICE OF MEDICAL ASSISTANCE
PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT
COALITION
OREGON DEPARTMENT OF
EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION

OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION
CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE
OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL
DISTRICT ATTORNEY
STATE OF UTAH



APPENDIX B – BEST VALUE SOLICITATION

SECTION F – BACKGROUND & SCOPE

1. OVERVIEW

- a. This best value solicitation (“**solicitation**”) is published by **Town of Greece Lead Agency**) for the purpose of awarding a master cooperative purchasing agreement (the “**Master Agreement**”) and creating a cooperative purchasing program for Suppliers with related products and services (the “**Program**”) that shall be available to Participating Agencies (as defined below). Companies and organizations which respond to this Solicitation (“**Respondents**”) and are awarded a Master Agreement are referred to throughout this Solicitation and supporting documentation as a “**Supplier**.”

By purchasing Products & Services (as defined herein) under the Master Agreement through the Program administered by CoreTrust Purchasing Group LLC (“**CoreTrust**”), a public entity is a “**Participating Agency**” and agrees to be bound by the terms of the Master Agreement, which includes and is subject to the **Master Intergovernmental Cooperative Purchasing Agreement** attached hereto as Section L. Each Participating Agency may be required to acknowledge or certify its agreement to additional statutory terms in writing as may be required by CoreTrust and/or Lead Agency. Where any public entity pursuing benefits of the Program hereunder is previously registered with or is otherwise an existing member of CoreTrust’s cooperative purchasing program, the terms of this Solicitation (and all documents attached hereto) shall control over all prior agreements with respect to such public entity’s enrollment in CoreTrust’s cooperative purchasing program and the benefits afforded to members thereof.

CoreTrust is a cooperative purchasing organization working together with public procurement leaders to create high quality, cooperative contracts that optimize cost savings, drive compliance and efficiency, and provide effective outcomes to public sector agencies. CoreTrust cooperative contracts also actively support local labor markets, ensuring a holistic approach to sustainable growth and impact.

By leveraging the CoreTrust suite of cooperative contracts, you will gain access to contracts and discounts from leading suppliers of products and services across a wide variety of industries and benefit from a streamlined procurement process.

- b. Town of Greece Overview

2. PRODUCTS AND SERVICES

The Products & Services contemplated under this Solicitation are as described below:

Product & Service Category	Product & Service Description
913-71	Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.
913-84	Maintenance and Repair, Streets, Major and Residential.
913-27	Construction, Highway and Road.



3. SCOPE

- a. **Master Agreement.** A response to this Solicitation is an offer to establish a Master Agreement with Lead Agency. This Master Agreement defines: (i) the terms of the relationship between Lead Agency and Supplier; and (ii) the terms, conditions, and pricing of Products & Services and related capabilities offered to Participating Agencies. The form of **Master Agreement** is attached hereto as **Section I**. The products and services made available in this contract are defined by the contents of Supplier's Cost Proposal submission ("**Products & Services**"). Any contract with Supplier resulting from the issuance of this Solicitation is subject to the terms and conditions as provided in this Solicitation and Master Agreement. Many of the terms and conditions contained in the Master Agreement template are required by state and federal law; however, Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the **Master Agreement Acceptance Form** provided in **Section J** of this Solicitation. Any proposed changes are subject to Lead Agency review and written approval.

The Respondent must submit a signed **Master Agreement Signature Form** with the response.

- b. **Administration Agreement.** CoreTrust and Supplier shall enter into a separate Administration Agreement which defines the roles and obligations of each of CoreTrust and Supplier with respect to the marketing and selling of the Program to prospective Participating Agencies and the financial terms between CoreTrust and Supplier. The form of **Administration Agreement** is provided as **Section K** hereto.

4. SCHEDULE OF EVENTS

Event	Date
Issue Solicitation	February 27, 2025
Deadline for Questions	March 3, 2025
Deadline for Answers	March 10, 2025
Proposal Due Date	March 17, 2025
Approval Date	TBD
Contract Effective Date	TBD

5. CONTRACT AS AN ASSET IN CORPORATE CHANGES

- a. The Contractor must consider this contract as an asset. If the Contractor is being acquired or undergoing a change in corporate structure, the Contractor must include Coretrust and the lead agency in discussions prior to any change in legal status. This contract must be regarded as an asset and included in the transfer of assets plan.

6. REQUIREMENTS

1. Introduction

Nationwide Cooperative Contract for Comprehensive Pavement Management Services Lead Agency: Town of Greece, NY

1. Introduction

The Town of Greece, NY, serving as the Lead Agency in partnership with CoreTrust Purchasing Group, is issuing this Request for Proposal (RFP) for a Comprehensive Pavement Management Services solution on behalf of a nationwide cooperative purchasing contract. This solicitation is a Best Value RFP, meaning



proposals will be evaluated not solely on cost but on the overall value, including quality, technical capability, past performance, and the ability to meet cooperative contract needs.

The selected vendor must provide a scalable, innovative solution that meets the needs of various participating agencies, including municipalities, counties, school districts, and political subdivisions.

This RFP seeks proposals that address the requirements of this cooperative agreement, demonstrate experience with similar contracts, and offer competitive, transparent pricing for all agencies. Proposals must clearly describe the solution's capabilities, scalability, and cooperative contract support services. The scope of this contract includes asphalt inventory creation, condition assessment, repair prioritization, and long-term maintenance program development to support municipalities in proactive pavement management.

Overview

The awarded vendor shall provide a comprehensive Asphalt Mapping Software solution designed to support municipalities, government agencies, and political subdivisions with advanced road condition analysis, repair prioritization, and long-term pavement management planning. The software must integrate road imaging with AI-powered analytics to deliver actionable insights into road maintenance and rehabilitation.

2. Detailed Functional Requirements

2.1. Data Collection and Imaging

The vendor must provide a solution for capturing and utilizing high-quality road imagery:

- **Imaging Technology:**
 - Use imaging systems to capture all lanes and road segments, including intersections, sidewalks, curbs, and surrounding infrastructure.
 - Specify required hardware standards, such as camera resolution, frame rate, and compatibility with vehicles.
 - Support automated geotagging and metadata collection (e.g., road location, date/time, and environmental conditions).
- **Imaging Frequency:**
 - Allow for flexible imaging schedules (annual, biannual, or as needed).
 - Enable re-imaging to monitor road changes over time.

2.2. Artificial Intelligence (AI) Analysis

The software must analyze road imagery and deliver highly accurate, actionable data:

- **AI-Powered Feature Detection:**
 - Identify specific road defects, including:
 - Cracks (alligator, transverse, longitudinal).
 - Potholes.
 - Rutting, raveling, and surface deterioration.
 - Utility patches and edge defects.
 - Provide a minimum AI accuracy rate of 95%.
 - Ensure the AI model is trained on a robust and diverse reference library of pavement images.
- **Customizable Analysis:**
 - Allow users to define custom defect thresholds and severity levels to align with municipal standards.
 - Include settings for rural vs. urban road conditions and climate-specific considerations.

2.3. Repair Recommendations

The software must provide detailed repair and maintenance plans:

- **Automated Repair Suggestions:**
 - Recommend repair actions, such as crack sealing, patching, resurfacing, or reconstruction.
 - Assign priority levels to repairs based on severity and urgency.
- **Scenario Analysis:**
 - Provide cost-benefit analysis for short-term vs. long-term repair strategies.



- Include estimated costs and resource requirements for each repair type.
- Budget Optimization:
 - Offer multi-year budgeting tools to allocate funding effectively.

2.4. Planning, Tracking, and Reporting

The solution must facilitate data-driven decision-making through advanced reporting capabilities:

- Project Planning:
 - Generate detailed road condition maps for targeted repair planning.
 - Recommend optimal scheduling for repair projects to minimize disruption.
- Repair Tracking:
 - Track completed repairs, including location, type, cost, and date.
 - Evaluate the performance and durability of past repairs in subsequent inspections.
- Reporting Tools:
 - Create customizable reports for internal stakeholders and external compliance requirements.
 - Include visualization features, such as heatmaps, charts, and condition trend graphs.

2.5. Integration and Accessibility

Ensure seamless compatibility with existing municipal systems and user-friendly access:

- System Integration:
 - Integrate with Geographic Information Systems (GIS), asset management platforms, and public works software.
 - Provide API capabilities for custom data integrations.
- User Accessibility:
 - Support secure, role-based access via cloud-based and on-premises options.
 - Offer mobile and desktop interfaces.
- Data Security:
 - Ensure compliance with federal, state, and local cybersecurity standards.

2.6. Training and Support

The vendor must provide comprehensive training and ongoing support:

- Initial Training:
 - Conduct in-person or virtual training sessions for municipal staff.
 - Provide user manuals, video tutorials, and quick-reference guides.
- Ongoing Support:
 - Offer 24/7 technical support via phone, email, and live chat.
 - Deliver regular software updates and enhancements.

3. Implementation Requirements

3.1. Upfront Needs

To deploy the Asphalt Mapping Software, municipalities will require:

- Imaging hardware or vendor-provided services for capturing road data.
- Historical road data (if available) for calibration.
- Staff training on imaging processes and software usage.
- GIS integration setup and validation.

3.2. Implementation Timeline

The vendor must adhere to a phased implementation plan:

- Phase 1: Initial system setup, hardware deployment, and imaging.
- Phase 2: AI model calibration and customization.
- Phase 3: Staff training and operational launch.
- Phase 4: Ongoing performance evaluation and refinement.

4. Additional Capabilities

Vendors are encouraged to provide optional features, including:

- Predictive pavement modeling to forecast future repair needs.
- Environmental sustainability reporting for repair projects.



- Support for multi-jurisdictional collaboration on regional road networks.
-

Pricing Structure

1. Licensing Model

- a) Annual subscription fees based on population size, lane miles, or other relevant metrics.
- b) Multi-year discount options.

2. Implementation Costs

- a) One-time setup fee, including software configuration and integration.
- b) Training costs for municipal staff.

3. Hardware Costs

Pricing for imaging equipment (if vendor-provided).

4. Additional Services

Pricing for optional add-ons, such as:

- a. Predictive modeling tools.
- b. Advanced reporting features.
- c. Custom API integrations.

5. Commitment to Social Equity

Respondents should demonstrate a commitment to fostering Diversity, Equity, and Inclusion (DEI) by:

- a) **Supporting Historically Marginalized Vendors:** Engaging in subcontracting opportunities with businesses owned by minorities, women, veterans, and persons with disabilities. Offering mentorship and development programs to small or disadvantaged software providers.
 - b) **Promoting Equitable Employment Practices:** Actively recruiting from underrepresented communities, ensuring equitable compensation, and providing professional development opportunities for all employees.
 - c) **Engaging Local Resources:** Prioritizing local data collection services and software support staff, where possible.
-



Section 6: Evaluation Criteria

Evaluation Criteria	Points Available
Approach	30
Experience	15
Key Personal	5
Past Performance	10
Timeline and Capacity	10
Cost	30

Asphalt Mapping Software Questionnaire

1. Road Condition Analysis and AI-Powered Imaging

1. Describe your Asphalt Mapping Software's approach to integrating imaging and artificial intelligence (AI) to identify road conditions. Include details about:
 - The imaging technology used (e.g., resolution, hardware requirements, geospatial tagging capabilities).
 - The AI model's reference library, including the size and diversity of images it uses for training.
 - The process for customizing defect detection thresholds and severity levels for individual municipalities.
 - The accuracy rate of your AI analysis and how accuracy is measured and maintained over time.
 - Examples of successful implementations, including results achieved for similar municipalities or agencies.
2. How does your software identify, classify, and prioritize road surface defects? Provide details on:
 - The types of defects your system can detect (e.g., cracks, potholes, rutting).
 - The methodology for determining repair urgency and prioritization.

2. Repair Recommendations, Tracking, and Reporting

3. How does your software generate and prioritize repair recommendations? Address:
 - Automated repair suggestions (e.g., crack sealing, patching, resurfacing, reconstruction).
 - Scenario analysis for short-term vs. long-term repair strategies.
 - Budget optimization and resource allocation tools.
4. How does your solution track completed repairs and monitor their performance over time? Explain how this data is incorporated into future inspections and condition modeling.
5. What reporting tools does your software offer? Provide details on:
 - Customizable reporting for internal stakeholders and external compliance.
 - Visualization features such as heatmaps, charts, and condition trend graphs.

3. Integration with Municipal Systems

6. Describe how your software integrates with existing municipal Geographic Information Systems (GIS), asset management platforms, and other public works software. Include:
 - API support and customization options for seamless data sharing.
 - Compatibility with existing data formats and municipal IT environments.
7. How does your solution support the creation of an asphalt inventory, tracking maintenance needs, and developing a long-term pavement management strategy?

4. Scalability, Multi-Year Planning, and Predictive Modeling

8. How does your software support multi-year planning and budgeting for road maintenance? Include:
 - Examples of how your predictive modeling tools help municipalities prioritize repairs.
 - Cost-benefit analysis and forecasting capabilities for future maintenance.



5. Training and Technical Support

9. What training resources do you provide for municipal staff? Specify:
 - Workshops, online tutorials, manuals, and in-person training sessions.
 - Your technical support structure, including availability, response times, and ongoing updates.
 10. Describe how your technical support and customer service model accommodates agencies in different geographic locations and time zones.
-

6. Optional Upgrades and Add-On Features

11. Describe any optional upgrades or add-on features your software offers that could enhance its value to municipalities. Examples might include:
 - Predictive pavement modeling for long-term condition forecasting.
 - Environmental sustainability reporting for repair methods.
 - Multi-jurisdictional coordination tools for regional planning.
 - Advanced analytics dashboards or enhanced reporting capabilities.
 - For each optional feature, provide details on the functionality, implementation requirements, and associated costs.
-

7. Nationwide Scalability and Cooperative Contracts

12. How does your solution accommodate the needs of diverse agencies nationwide, including municipalities, counties, school districts, and special districts?
 - Provide examples of your experience working with multiple agencies in a cooperative shared or piggybacking contract.
 13. Describe your pricing structure for cooperative contracts, ensuring transparent, competitive pricing for agencies of varying sizes and budgets. Address:
 - Volume discounts and multi-agency pricing tiers.
 - Pricing adjustments for agencies with different budget scales.
 14. Explain how your product and services are adaptable to meet the unique requirements of both the lead agency and other participating agencies under the cooperative contract.
 - How do you address varying scopes of work, budgets, and timelines?
 15. What is your approach to onboarding multiple agencies under a single cooperative contract?
 - Strategies for managing imaging schedules, integration timelines, and support needs across jurisdictions.
-

8. Commitment to Social Equity and DEI

16. Describe your organization's commitment to Diversity, Equity, and Inclusion (DEI) on a national scale. Provide details on:
 - DEI policies, programs, or initiatives that promote a diverse and inclusive workforce.
 - Supplier diversity efforts, including engagement with minority-, women-, and veteran-owned businesses.
 - How your company ensures equitable service delivery and accessibility across different regions.
 - Assistance offered to participating agencies in meeting their own DEI goals.
-

Tasks the Asphalt Mapping Software Can Perform for Public Works Departments

1. **Road Condition Assessment:**
 - Automatically evaluate road conditions using AI and imaging.
2. **Repair Recommendations:**
 - Generate actionable recommendations for road maintenance.



3. **Prioritization:**

- Rank repairs by urgency and budget impact.

4. **Budget Planning:**

- Provide cost estimates and multi-year maintenance plans.

5. **Progress Tracking:**

- Track repairs and monitor their performance over time.

6. **GIS Integration:**

- Overlay road condition data on municipal GIS maps.

7. **Compliance Reporting:**

- Create reports for federal, state, or local compliance requirements.

8. **Predictive Analytics:**

- Model how road conditions will deteriorate over time and predict repair needs.

9. **Custom Threshold Setting:**

- Allow municipalities to define their own thresholds for repair triggers.

10. **Performance Evaluation:**

- Assess how repairs withstand over time through historical data comparison.

Evaluation Criteria

A well-defined **Evaluation Criteria** section helps the committee assess vendor proposals while ensuring alignment with project goals.

Asphalt Mapping Services Solicitation:

1. Total Solution and Technical Approach (30%)

- **Comprehensive solution for asphalt mapping and pavement management.**
 - Integration of data collection, AI-powered analysis, repair prioritization, and long-term maintenance planning.
 - Compatibility with GIS and asset management platforms for seamless integration.
- **Clear methodology for data collection, analysis, and reporting.**
 - Defined processes to ensure data accuracy and consistency.
- **Approach to delivering actionable insights for road maintenance decisions.**
 - Predictive modeling and multi-year budget planning capabilities.
 - Scenario analysis for cost-benefit comparisons of different repair strategies.
- **Innovation in problem-solving and automation.**
 - AI-driven defect detection, automated prioritization, and geospatial reporting.
- **Adherence to applicable standards (e.g., ASTM, FAA regulations).**

Scoring Tip: Evaluate how well the total solution aligns with project objectives and the potential for long-term efficiency improvements.

3. Vendor Experience (15%)

- **Demonstrated expertise in asphalt mapping, condition assessments, and pavement management.**
- **Experience with projects of similar scope and complexity.**



- Number of years providing similar services to public agencies, transportation departments, airports, or large-scale facilities.

- **Evidence of successful past contracts, including references and testimonials.**

Scoring Tip: Assign higher points to vendors with substantial, relevant experience and strong client endorsements.

4. Key Personnel Qualifications (5%)

- **Expertise and certifications of key team members, including:**
 - Engineers, GIS specialists, data analysts, and pavement management experts.
 - Professional licensure (e.g., Professional Engineer, GIS Professional).
- **Experience of personnel in managing similar projects.**
- **Defined roles and responsibilities for project execution.**

Scoring Tip: Favor teams with specialized expertise relevant to asphalt mapping and data-driven pavement management.

5. Past Performance and References (10%)

- **Quality and relevance of references provided.**
- **Timeliness, budget adherence, and quality of deliverables in past projects.**
- **Customer satisfaction and responsiveness.**
- **Performance metrics from similar contracts, if available.**

Scoring Tip: Look for vendors with consistently high ratings in customer service, quality, and delivery timelines.

6. Project Timeline and Capacity (10%)

- **Realistic and achievable project timeline.**
- **Adequate resources and staff to meet deadlines.**
- **Evidence of ability to manage multiple projects simultaneously without delays.**

Scoring Tip: Favor vendors who demonstrate readiness and the capacity to complete the project within the required timeframe.

7. Cost Proposal (30%)

Competitiveness of pricing relative to market rates.

Clear breakdown of costs, including labor, technology, and deliverables.

Value for money based on proposed scope and deliverables.

Flexible pricing models for agencies of varying sizes.

Pricing options for additional services, ongoing support, and multi-year contracts.

Scoring Tip: Consider cost-effectiveness in relation to quality, capabilities, and long-term value.

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SECTION G – SUBMISSION PROTOCOL; EVALUATION; AWARD

1. PROPOSAL SUBMISSION

- a. All Respondents must complete and submit a proposal consisting of all required forms and attachments referenced in this Solicitation and any other required forms referenced or provided elsewhere in this solicitation. Respondent's complete proposal must be submitted no later than the submission deadline date specified on the cover page of this Solicitation. Proposals must be prepared and submitted in accordance with the instructions found in this Section G.
- b. The complete Proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy (in the form of a flash drive), to the Town of Greece at the following address no later than the submittal deadline as stated on the cover page of this solicitation.

Greece Town Clerk
1 Vince Tofany Blvd
Greece, NY 14612

- i. All proposals must be marked with the Solicitation Number and Title on both the envelope and the cover page.
 - ii. Vendors shall include all documents necessary to support their proposal in the sealed package. This shall include, but is not be limited to, the forms listed below. These forms are located in Section G this solicitation.
 - Form A: Proposal Certification Form
 - Form B: Sexual Harassment Certification Form
 - iii. Faxed or emailed bids are unacceptable.
 - iv. It is the sole responsibility of the VENDOR to assure that they have received the entire Solicitation. Solicitation and any addenda may be secured by contacting the Division of Purchase.
 - v. Town of Greece reserves the right to reject any or all bids.
 - vi. A Bid Security or Performance Security is not required.
 - vii. During the period between the Solicitation Release Date and the contract award, no Town employee can accept oral, written, or electronic contact from Vendors regarding the procurement.
- c. Original Proposal The complete proposal must be submitted in a sealed package with one (1) original and one (1) electronic copy, prior to the opening date and time. All proposals shall be marked with the solicitation number and description of services/commodities. Vendors must include all documents necessary to support their proposal in the sealed package. Vendors shall be responsible for the delivery of proposals during business hours to the address indicated above. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled submittal deadline.



- d. All proposals shall be valid for a period of 180 days from the date the proposals are received by Lead Agency in compliance with the submission instructions set forth above.
- e. All proposals shall be reviewed for responsiveness to the material requirements of the Solicitation. A proposal that is not materially responsive shall not be eligible for further consideration and the Respondent shall receive notice of the non-award of its proposal from Lead Agency.
- f. Subject to the requirements set forth in Sections A and B of the Solicitation, during the period between the date Lead Agency issues this Solicitation and the selection of Supplier, if any, Lead Agency must restrict all contact with Lead Agency and its personnel and shall direct any and all questions regarding this Solicitation to the personnel identified in the Solicitation Contact section below in the manner specified in such section. Contact with any of prohibited individuals after issuance of this Solicitation and before selection is made may result in disqualification of the Respondent.
- g. Respondents may submit questions regarding this Solicitation in writing to the contact listed in Section 2 of this Section G during the Q&A Period outlined in the estimated time table in Section F above. All questions and answers will be posted to <http://www.ongov.net/purchase/index.html>. Respondents may be required to affirmatively acknowledge receipt of answers in the manner specified by Lead Agency. Respondents are responsible for regularly viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this Solicitation shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this Solicitation.
- h. In the event Lead Agency decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with multiple respondents reasonably susceptible for award. Except to the extent otherwise required by law, during negotiations, no Respondent's proposal, including pricing, shall be revealed to any other party or to any other person who is not involved with the evaluation process.
- i. In the event Lead Agency in its sole discretion deems negotiations are not progressing, Lead Agency may formally terminate negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most-qualified Respondent.
- j. **Lead Agency shall consider all proposals voluntarily submitted in response to this Solicitation to be free of trade secrets and such proposals shall, in their entirety, be made a part of the public record in compliance with applicable open records policies and laws.** However, notwithstanding the foregoing, if a proposal is submitted in response to this Solicitation, and the proposal contains trade secret information as defined under applicable law, then such trade secret information is entitled to all protections granted under applicable law or, if such applicable law requires such information to be expressly identified, such trade secret information must be clearly and conspicuously marked and/or identified as "Trade Secret Information" at the time that such proposal is submitted. If such trade secret information is so marked and/or identified, then, in accordance with applicable state law, Lead Agency shall designate such information as trade secret information and shall maintain and keep such trade secret information. Subject to the foregoing, all proposals and any other documents submitted in response to this Solicitation shall become the property of Lead Agency. This Solicitation and proposals submitted in response to the Solicitation, except for all CoreTrust and/or Respondent pricing, processes, and information that qualifies as trade secret information under applicable law and such portions, sections, or parts of a proposal that are clearly and conspicuously marked and/or identified as Trade Secret Information, are deemed to be public records pursuant to applicable state law. For purposes of this Section, "**proposal**" shall mean both the forms submitted by the Respondent in connection with this Solicitation and any attachments, addenda, appendices, or sample products. Except to the extent any information contained in a proposal is considered trade secret information under applicable law, any proposal submitted in response to this or any Lead Agency Solicitation that fails to clearly and conspicuously mark and/or identify trade secret information at the time that such proposal is submitted to Lead Agency for consideration shall be deemed and considered by Lead Agency to not contain trade



secret information and such proposals shall be deemed to be public records in their entirety in accordance with this Section and applicable state law.

- k. Lead Agency may, in its sole discretion, waive minor errors or omissions in a Respondent's proposals when those errors do not unreasonably obscure the meaning of the content, or the competitive nature of the proposal submitted in response to this Solicitation.
- l. CoreTrust and/or Lead Agency, in their sole discretion, may request Respondents reasonably susceptible for award to submit a best-and-final offer. In such case, Respondents shall submit their best-and-final offers in writing. If a Respondent does not respond to the request for a best-and-final offer, that Respondent's most recent submission will be considered its best-and-final offer.
- m. By submitting a proposal, Respondent expressly agrees to waive any claim it has or may have against CoreTrust, its directors, officers, members, managers, employees, or agents arising out of or in connection with: (i) the administration, evaluation, or recommendation of any proposal; (ii) any requirements under the Solicitation, proposal package, or related documents; (iii) the rejection of any proposal or any part of any proposal; and/or (iv) the award of a contract, if any. CoreTrust shall not be responsible or liable for any costs incurred by Respondents or the successful Respondent in connection with responding to the Solicitation, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a contract, or any other expenses incurred by a Respondent. The Respondent is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by CoreTrust.

2. SOLICITATION CONTACT

a. Key Contact.

Greece Finance Director
1 Vince Tofany Blvd
Greece, NY 14612
(585) 723-2320
icasilio@greecenyny.gov

3. REPRESENTATIONS. The Respondent hereby represents the following:

- a. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this proposal and any subsequent award.
- b. It shall include in the Technical Proposal a complete description of any and all relationships that might be considered a conflict of interest in doing business with Lead Agency.
- c. To the best of Respondent's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents or potential respondents in any award resulting from this Solicitation.
- d. It is not currently delinquent in the payment of any franchise taxes.
- e. The individual signing the submittal (whether electronically or in paper form) is an authorized agent of the Respondent and has the authority to bind the Respondent to the Award.
- f. Where the Solicitation contains a specification that states no substitutions, no deviation from this requirement shall be permitted. The Respondent shall comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type



and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the Participating Agencies. References to manufacturer's specifications ("**Specifications**") are to be considered informative to give Lead Agency information as to the general style, type, and kind requested. Lead Agency shall, in its sole discretion, determine whether proposed goods, materials, or equipment are substantially equivalent to the Specifications, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Respondents should include all documentation required to evaluate whether their proposed goods, materials, or equipment are substantially equivalent to the Specifications.

- g. Respondent shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Respondent is proposing the exact brand name and number specified or mentioned in the Solicitation. However, unless specifically stated otherwise, comparable substitutions shall be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended.
- h. The successful Vendor will enter into and sign a formal Contract with the Town with reasonable adjustments acceptable to the Town. This Solicitation and the response of the successful Vendor will become a part of the Contract and will be in effect for the duration of the contract period.
- i. Lead Agency reserves the right to award contract(s) to multiple Respondents. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Lead Agency. No exclusivity is implied in connection with this Solicitation unless expressly stated otherwise. Lead Agency reserves the right to obtain like goods and services from other sources.

4. EVALUATION PROCESS AND CRITERIA

a. Review and Scoring

- i. Criteria to be evaluated by the Town will include, but not be limited to, the following:

- Compliance with the Solicitation format requirements
- Experience
- Future Contract Costs and Risks
- Company Statistics
- Responsiveness to the items within the Scope of Work section
- References
- Price
- Presentations (upon request)
- Credibility of Vendor
- Minority and Women's Business Enterprises Compliance
- Sustainability Solutions and Practices

Award will be selected based on evaluation of which Vendor is the best value offer.

Town of Greece reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the Town to do so.

- ii. A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality Products & Services to Participating Agencies; including the administrative aspects of performance; the Respondent's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.



- b. Information Requirements. The Respondent shall provide the information, documentation, forms, and other materials required in Section N ("**Technical Proposal**").
- c. Estimated Quantities and Available Funds. Estimated quantity IDIQ. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among Lead Agency and other Participating Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through the Program and volume growth into other public agency members through a coordinated marketing approach between Supplier and CoreTrust.
- d. Cost Proposal Requirements. The Respondent shall provide a detailed cost proposal in the form required in Section O ("**Cost Proposal**").
- e. Pricing Information. The below details should be taken into consideration when developing any cost proposal in connection with this Solicitation and the Cost Proposal.
 - i. Complete Proposal. It is the responsibility of the Respondent to provide a complete Cost Proposal that includes pricing based on a verifiable pricing methodology for all Products & Services to be considered part of the final Master Agreement offered to the Participating Agencies.
 - ii. Value. Lead Agency requests that Respondents offer Products & Services at lower prices that are scalable and with better value than what they would ordinarily offer to a single government agency, educational institution, or regional cooperative.
 - iii. Maximum Price. Lead Agency requests that pricing be submitted as not-to-exceed. The Respondent may adjust pricing lower if needed but cannot exceed the pricing submitted. Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract, Supplier shall match such lower pricing to that Participating Agency under the Master Agreement.
 - iv. Indefinite Quantity. This Solicitation requests pricing for an indefinite quantity of Products & Services.
 - v. Total Acquisition Cost. The pricing included in the Cost Proposal must be clearly understood, complete, and fully describe the total cost of acquisition (e.g., cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Agency's location).
 - vi. Prevailing Wage. Supplier and any of its subcontractors agree to comply with all laws regarding prevailing wage rates applicable to construction of public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this Solicitation and Participating Agencies.
 - vii. Administrative Fee. Pricing provided shall include the administrative fee payable to CoreTrust.
 - viii. Descriptions. All line items included in your Cost Proposal should be described by, but not limited to, characteristics such as manufacture name, stock or part number, size, or functionality.
 - ix. Discounts. Discounts shall be clearly defined. Pricing with multiple discounts levels based on quantity, sales volume, or any other factor is allowable and must be based on a fixed or defined price or sales range or configuration of Products & Services.
 - x. No Cost-Plus Pricing. Cost-Plus Pricing is not acceptable as the primary pricing methodology for the solutions provided in your Cost Proposal. Cost-Plus Pricing can be defined as adding a markup to the cost of goods or services to arrive at a selling price. Using this pricing methodology is not accepted by Participating Agencies using Federal grant funds to purchase the Products & Services offered by Supplier.
- f. Lead Agency reserves the right to make additional investigations as it deems necessary to establish the capability of any Respondent.



5. AWARD

- a. Depending upon the proposals received in a given category, Lead Agency may need to organize responses into subcategories based on specific geographies, products, or services in order to provide the broadest coverage of the requests in scope of this Solicitation. Awards may be based on a subcategory.
- b. Lead Agency is under no obligation to issue a contract as a result of this Solicitation if, in the opinion of Lead Agency and the proposal review team, none of the proposals are sufficiently responsive to the objectives and needs of Lead Agency. Lead Agency reserves the right to not select any Respondent should Lead Agency decide not to proceed for any reason.
- c. In the event a Respondent's proposal is not selected, Respondent may, simultaneous to or in lieu of a protest, request in writing that Lead Agency and Respondent engage in a debriefing process, the purpose of which is to provide Lead Agency's general feedback on the Respondent's proposal in order to aid the Respondent in preparing future proposals.

6. PROTESTS

- a. Subject to the requirements set forth in Sections A and B of the Solicitation, a protest may be filed by a prospective or actual Respondent alleging improprieties in the issuance of the Solicitation or any other event preceding the deadline for proposal submission. The protest must be sent to via email to RFP@ongov.net and prior to the proposal's due date.
- b. Any potential or actual Respondent objecting to the award of a contract resulting from the issuance of this Solicitation may file a protest of contract award and must be submitted no later than 12:00 PM Central on the eighth (8th) calendar day after the public announcement of contract award. The Respondent(s) who would have been awarded the contract shall be notified of the receipt of the protest.
- c. Whether for a protest of the Solicitation or contract award(s), the protest must be filed in writing and must contain the following information:
 - i. The name, address, and telephone number of the protestor;
 - ii. The name and number of the Solicitation being protested;
 - iii. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
 - iv. A request for a ruling by Lead Agency;
 - v. A statement as to the form of relief requested from Lead Agency; and
 - vi. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
- d. Lead Agency shall issue written decisions on all timely protests and shall notify any protestor who filed an untimely protest as to whether the protest shall be considered.
- e. An untimely protest may be considered by Lead Agency, if Lead Agency, in its sole discretion, determines that the protest raises issues significant to Lead Agency's procurement methodology. An untimely protest is one received by Lead Agency after the time periods set forth in this Section.
- f. All protests must be filed at the following location:

Greece Finance Director
1 Vince Tofany Blvd
Greece, NY 14612



7. SUSTAINABILITY SOLUTIONS AND PRACTICES

- a. It is the goal of Town of Greece to limit its carbon footprint and the environmental impact of its activities through its carbon calculator by achieving a 1% reduction each year over the next 25 years. If the Vendor participates in any sustainable practices such as, but not limited to, alternative fuels in Vendor vehicles, recyclable materials used in advertising, or sustainable features at any support facilities, please include them for consideration.

8. OTHER REQUIRED INFORMATION

- a. **Certifications And Licenses:** Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

- b. **Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Participating entities in which work is being performed.

Respondent Signature

- c. **Fingerprint & Criminal Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.



CORETRUST®

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Respondent Signature

d. ANTITRUST CERTIFICATION STATEMENTS

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Respondent Signature

e. IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:



Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

f. BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? *JS* (Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? *JS* (Initials of Authorized Representative)

g. TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? *JS* (Initials of Authorized Representative)



h. RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a **"resident Bidder"**
☒ I certify that my company qualifies as a **"nonresident Bidder"**

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

Pavement Management Group, LLC

Company Name

655 Hopewell Drive, Heath

Address

Ohio

State

43056

Zip

i. FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, it will be considered that the Respondent's response



will be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, may impact the ability of a participating agency to purchase from the Supplier using federal funds.


1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.


The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does vendor agree?  (Initials of Authorized Representative)


For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does vendor agree?  (Initials of Authorized Representative)


2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does vendor agree?  (Initials of Authorized Representative)

3. *Use of DHS Seal, Logo, and Flags*

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does vendor agree?  (Initials of Authorized Representative)



4. *Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding*

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does vendor agree? *[Signature]* (Initials of Authorized Representative)

5. *No Obligation by Federal Government*

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

v

6. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does vendor agree? *[Signature]* (Initials of Authorized Representative)

7. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does vendor agree? *[Signature]* (Initials of Authorized Representative)

8. *License and Delivery of Works Subject to Copyright and Data Rights*

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does vendor agree? *[Signature]* (Initials of Authorized Representative)



Town of Greece Form A: Proposal Certification Form

In compliance with the solicitation specifications and the Conditions of Proposing, I, the undersigned, offer and agree to furnish any or all materials and/or services upon, which prices are offered, at the price set opposite each, to the Town within the time specified. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror.

By my signature below, Vendor subscribes, and Vendor affirms as true under penalties of perjury the following statement:

By submission of this proposal, each proposer and each person sign on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Solicitation Title	24COR-010 Pavement Management Software & Services
Firm Name	Pavement Management Group, LLC
Address of Record	655 Hopewell Dr., Heath, OH 43056
State of Incorporation	Ohio
Mailing Address	PO Box 2407, Heath, OH 43056
Federal ID Number	81-4068010
Printed Name and Title	James Golden, CEO
Email Address	James@PavementManagementGroup.com
Authorized Signature	
Number of Addenda Received	

**FORM B: SEXUAL HARASSMENT CERTIFICATION FORM**

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor.

(<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a proposal shall not be considered for award nor shall any award be made to a proposer who has not completed this certification**; provided, however, that if the proposer cannot make the foregoing certification, such proposer shall so state at the time of proposal submission and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor.

By signing below, this proposal shall be deemed to have been authorized by the board of directors of such proposer, and such authorization shall be deemed to include the signing and submission of such proposal and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this proposal on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Company Name	Pavement Management Group, LLC
Authorized Signature	
Printed Name and Title	James Golden, CEO
Date	3/15/2025
Solicitation #	24COR-010
Solicitation Name	Pavement Management Software & Services



SECTION H – REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1. NATIONAL OFFERING. This Section H defines the expectations for qualifying Suppliers based on CoreTrust's and Lead Agency's requirements to market the resulting Master Agreement nationally to potential Participating Agencies. All transactions, purchase orders, invoices, and payments shall occur directly between Supplier and each Participating Agency, individually, and neither CoreTrust nor Lead Agency, including their respective agents, directors, employees, or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., of or incurred by any other Participating Agency. Supplier is responsible for knowing the tax laws in each state. These requirements are incorporated into and are considered an integral part of this Solicitation and are hereby incorporated into the Administration Agreement and Master Agreement. CoreTrust reserves the right to determine whether to make the Master Agreement awarded by Lead Agency available to any Participating Agency, in its sole and absolute discretion, and any party submitting a response to this Solicitation acknowledges that any award by Lead Agency does not obligate CoreTrust to make the Master Agreement available to Participating Agencies.

2. AUTHORIZATION OF CONTRACTORS, SUBCONTRACTORS, DEALERS, RESELLERS, AND DISTRIBUTORS. If Lead Agency or Respondent requires the use of contractors, subcontractors, dealers, resellers, or distributors to sell or service the Products & Services included in their proposal, the proposal should provide a list of or direct the proposal review team to where they can locate a list of the Respondent's dealers, resellers, or subcontractors who shall be authorized to sell through the contract in the event the Respondent receives a contract award. In the event Respondent receives a contract award and, during the term of such Master Agreement, additional or different contractors, subcontractors, dealers, resellers, or distributors are required by Lead Agency, Participating Agency, and/or Respondent (as applicable), the use of such additional or different contractors, subcontractors, dealers, resellers, or distributors shall be subject to the other party's consent (which approval shall not be unreasonably withheld, conditioned, or delayed) as evidenced in a writing signed by an authorized representative of each of Respondent and Lead Agency.

3. AWARD BASIS. The award of any Master Agreement resulting from this Solicitation made by Lead Agency shall be the basis through which CoreTrust makes available the Master Agreement on a national level through the CoreTrust national cooperative contract program. If multiple Respondents are awarded by Lead Agency under the Master Agreement, those same Respondents shall be required to extend the Master Agreement to Participating Agencies through CoreTrust. Utilization of the Master Agreement by Participating Agencies shall be at the discretion of the individual Participating Agency. Certain terms of the Master Agreement specifically applicable to Lead Agency (e.g. governing law) are subject to modification for each Participating Agency as Supplier, such Participating Agency, and CoreTrust shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (*i.e.* invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and Supplier (contract sales are reported to CoreTrust).

4. MARKETING, SALES, AND ADMINISTRATIVE SUPPORT. CoreTrust shall provide marketing, sales, and administrative support to Supplier as determined by CoreTrust to market and promote the Products & Services on a national level. Such support and Supplier obligations shall be further detailed in the Administrative Agreement and may include, without limitation, training support, marketing collateral, website materials, participation in pitches and sales calls, trade shows, advertising, and social media campaigns.



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5. ADMINISTRATIVE FEE. Suppliers shall be obligated to remit an Administrative Fee to CoreTrust in consideration of CoreTrust's support of the Program. Such Administrative Fee shall be paid by Supplier in accordance with the terms of the Administration Agreement.

[Remainder of page intentionally left blank.]



CORETRUST®

SECTION I – FORM OF MASTER AGREEMENT

[Attachment to Follow]



MASTER COOPERATIVE PURCHASING AGREEMENT

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this “**Master Agreement**”) is entered into as of the Effective Date (as defined herein) by and between Lead Agency and Supplier (each a “**Party**” and together the “**Parties**”).

RECITALS

WHEREAS, Town of Greece is formed under New York State and serves as a lead agency (a “**Lead Agency**”) for CoreTrust Purchasing Group LLC (“**CoreTrust**”), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services (the “**Program**”) to be made available to current and prospective CoreTrust cooperative purchase program participants (“**Program Participant**”);

WHEREAS, CoreTrust is Lead Agency’s third-party procurement administrator and duly authorized agent managing procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of Lead Agency;

WHEREAS, any Public Sector Entity may participate in the Program as a Program Participant to the extent permitted by applicable state, region, territory, and/or national law. The term “**Public Sector Entity**” includes without limitation state, Town, city, special district, and/or local government entities, school districts, private and public educational institutions, political subdivisions, state/regional/territorial agencies, state/regional/territorial governments, and other entities receiving financial support from tax monies and/or public funds;

WHEREAS, CoreTrust makes its Master Agreements available through groups and associations (“**Association Partners**”) that contract with CoreTrust to provide additional benefits to such Association Partners’ members;

WHEREAS, Program Participants, Association Partners, and Association Partners’ members are referred to herein as “**CoreTrust Participants**”;

WHEREAS, Lead Agency issued a Best Value Solicitation (“**Solicitation**”) on behalf of CoreTrust Participants and solicited responses from companies (“**Respondent(s)**”) for Language Services, Interpretation and Translation; with related products and services, as further described in Supplier’s cost proposal submission (collectively, “**Products & Services**”), and awarded a contract to Supplier; and

WHEREAS, CoreTrust shall make available this Master Agreement to Program Participants for procurement of Supplier’s Products & Services, and Supplier shall provide the same to Program Participants subject to this Master Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PERSONNEL; EQUIPMENT. Supplier shall provide the Products & Services to all Program Participants at the prices set forth in its cost proposal submission delivered in response to the Solicitation. Supplier shall engage such subcontractors, personnel, and/or specialized equipment necessary to furnish Products & Services to all Program Participants throughout the Term of this Master Agreement.

2. SUPPLEMENTAL AGREEMENTS. No separate agreement shall apply to the Products & Services ordered under this Master Agreement.

3. PRICING

a. Charges. All amounts to be paid by Program Participants for Products & Services are provided in the cost proposal attached to the Solicitation as Section O (“**Cost Proposal**”). Supplier agrees that there are no other rates, fees, charges, or other monetary incentives for Products & Services except those listed in Supplier’s Cost Proposal.

b. Restrictions. All pricing is “Not-To-Exceed,” where Program Participants shall receive pricing that does not exceed the per-unit pricing provided in Respondent’s Cost Proposal. No price increases are permitted within the first ninety (90) days after the Effective Date hereof. Thereafter, Supplier shall notify CoreTrust in writing immediately upon Supplier’s determination of any price increase, and all price increases shall be requested in writing to Lead Agency. Supplier shall deliver to Lead Agency manufacturer documentation or a formal cost justification letter simultaneous with such request. For clarity, price increases must be approved in writing by Lead Agency’s authorized representative in order to take effect, and no payment for additional materials or services beyond the amount stipulated in the Cost Proposal shall be paid without such prior approval. Supplier shall maintain all current pricing on file with CoreTrust, and shall provide to CoreTrust all price changes using the same format as was accepted in the original awarded contract.

4. TERM; TERMINATION

a. **Term.** This Master Agreement commences as of the effective date (“**Effective Date**”) identified in the Master Agreement Acceptance Form attached to the Solicitation as Section J (“**Master Agreement Acceptance Form**”) and continues for the later of: (i) five (5) years; and (ii) the expiration date identified in the Master Agreement Acceptance Form (“**Termination Date**”) unless extended, terminated, or canceled as set forth herein (“**Initial Term**”). Thereafter, Lead Agency may opt to renew his Master Agreement for four (4) additional one (1)s year period(s) (each, a “**Renewal Term**”) unless this Master Agreement is earlier terminated as set forth herein. By the Parties’ mutual written consent, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term(s) (“**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

b. **Termination.** Each Party may terminate this Master Agreement: (i) at any time upon mutual written consent of all Parties’ respective authorized representatives; (ii) upon ten (10) additional days’ written notice in the event another Party breaches a material obligation hereunder, and (if such breach is curable) such Party fails to cure the breach or provide acceptable reassurance to the non-breaching Party(ies) within thirty (30) calendar days of receiving written notice thereof; and/or (iii) upon five (5) business days’ written notice: (1) if another Party is adjudged insolvent or bankrupt or makes any assignment for the benefit of creditors; (2) upon the appointment of a receiver, liquidator, or trustee of another Party’s property or assets; or (3) upon liquidation, dissolution, or winding up of another Party’s business.

c. **Effect of Termination.** Upon termination of this Master Agreement for any reason, all Confidential Information shall be promptly returned to the Disclosing Party. Supplier shall immediately cease all sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the effective date of termination, Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect, either directly or through some other contract vehicle. Following the effective date of termination, Lead Agency and CoreTrust shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or supplier.

5. CONFIDENTIALITY. This Section 5 shall apply solely to the extent permitted by applicable law. The non-public nature and details of the business relationship established hereunder, and each Party’s (“**Disclosing Party**”) non-public business information to which another Party (the “**Receiving Party**”) becomes privy during the Term, constitute the Disclosing Party’s confidential and proprietary information (“**Confidential Information**”), the disclosure, copying, or distribution of which in breach of this Master Agreement could result in harm to the Disclosing Party. Each Party shall maintain the other Parties’ Confidential Information in the strictest confidence and shall not disclose, copy, or distribute the other Parties’ Confidential Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, consultants, and suppliers with a need to know the Confidential Information who are bound: (a) in writing to these confidentiality obligations; and/or (b) by a professional duty of confidentiality. The foregoing shall not limit a Receiving Party, for purposes of marketing, from informing actual or potential CoreTrust Participants of the existence of a general contractual relationship between the Parties. The confidentiality obligations set forth in this Section shall continue in effect for the Term and thereafter for so long as permitted under applicable law. For clarity, “Confidential Information” shall not include information: (i) which is or becomes generally available to the public other than through the fault of the Receiving Party or a third party acting on the Receiving Party’s behalf; (ii) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party; and/or (iii) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives (provided, such source is not known by the Receiving Party to be subject to any prohibition against transmitting the information). Notwithstanding anything to the contrary herein, if a Receiving Party is required by applicable law, legal process, and/or court of competent jurisdiction to disclose the Disclosing Party’s Confidential Information, the Receiving Party shall: (1) promptly notify the Disclosing Party in writing (to the extent legally permitted) so that the Disclosing Party may seek a protective order or other appropriate remedy; (2) furnish only that portion of the Confidential Information which is legally required; and (3) reasonably cooperate with the Disclosing Party’s defense against such compelled disclosure (if any), at the Disclosing Party’s expense and written request.

6. INDEMNIFICATION. Supplier shall indemnify, defend, and hold harmless Lead Agency and their respective administrators, directors, officers, members, managers, employees, and agents (each, an “**Indemnified Party**”) from and against all losses, damages, and expenses (including reasonable attorneys’ fees) arising from all claims, proceedings, and/or demands (“**Claims**”) asserted against an Indemnified Party resulting from the act(s) and/or omission(s) of Supplier or its employees or subcontractors in the preparation of the solicitation and later performance under this Master Agreement. The Indemnified Party shall: (a) notify Supplier in writing promptly upon discovering a Claim (provided, failure to do so shall not excuse Supplier’s obligations under this Section unless Supplier is materially prejudiced by such failure), at which time Supplier shall promptly take control of the defense against such Claim; and (b) reasonably assist Supplier in its defense at Supplier’s reasonable request and expense. Supplier shall not settle any Claim without the applicable Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The applicable Indemnified

Party shall be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense.

7. INSURANCE. During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be named as certificate holders on Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

8. AUDIT. Lead Agency, whether directly or through an independent auditor or accounting firm, may perform audits of Supplier materials, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and in a manner not unreasonably interfering with Supplier's ordinary business operations.

9. MISCELLANEOUS

a. Submission Review. Lead Agency shall review proposed Respondent contract documents. Respondent's contract document shall not become part of Lead Agency's and CoreTrust's contract with Respondent unless and until an authorized representative of each of Lead Agency and CoreTrust reviews and approves it in writing.

b. General. This Master Agreement, together with all Solicitation components of the Solicitation, the components of Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the Parties' entire agreement with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same. Supplier's complete and final Solicitation response is hereby incorporated into and made part of this Master Agreement. No release, discharge, abandonment, waiver, alteration, or modification of any provision of this Master Agreement shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties. This Master Agreement should be construed without regard to any rule requiring interpretation against the drafting Party. Waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement. If any provision hereof is found by a court of competent jurisdiction to be invalid or unenforceable, it shall be enforced to the extent permissible and the remainder of this Master Agreement shall remain in full force and effect. This Master Agreement may be executed in one or more counterparts, each of which shall be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature shall be deemed an original signature. In the event of conflict between terms in this Master Agreement and the terms of the Solicitation or any section or attachment thereto, the following order of precedence applies: (i) the terms in the body of this Master Agreement; (ii) specifications and scope of work, as awarded; (iii) attachments and exhibits to the Master Agreement; (iv) the Solicitation and all attachments thereto; and (v) Respondent's proposal and all attachments thereto.

c. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Master Agreement by reason of a Force Majeure Event. For purposes of this Master Agreement, a "**Force Majeure Event**" means an occurrence negatively affecting a Party's performance hereunder and which is beyond such Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways. No Party shall have any responsibility to the other Party for a delay in performance nor failure to perform to the extent this Master Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

d. Assignment. This Master Agreement and the rights and obligations hereunder are not assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, Supplier may assign its respective rights and obligations under this Master Agreement without the consent of the other Parties in the event Supplier undergoes a corporate reorganization, consolidation, merger, sale, or

transfer of all or substantially all of its assets to another entity. Subject to the preceding sentence, this Master Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual written agreement of the Parties' authorized representatives; provided, no such extension shall relieve the extending Party of its rights and obligations under this Master Agreement.

e. Relationship. Nothing contained in this Master Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. No Party has authority to contract for or bind another Party in any manner whatsoever except as expressly permitted under this Master Agreement. This Master Agreement is made solely for the benefit of the Parties, and no third party shall acquire or have any right under or by virtue of this Master Agreement.

f. Governing Law. This Master Agreement shall be governed by and construed in accordance with the laws of the State of New York and the United States of America, without regard to their respective conflict of laws principles. THE PARTIES EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY COURT HAVING JURISDICTION OVER Town of Greece , NEW YORK OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK, WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS MASTER AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to pursue recovery of reasonable attorneys' fees and costs from the non-prevailing Party, in addition to any other relief to which such court determines the prevailing Party is entitled or awarded.

g. Survival. In addition to those provisions which by their nature survive the expiration or termination of this Master Agreement, Sections 2 and 4 through 9 shall so survive.

h. Notice. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder must be in writing and shall be deemed effective: (i) when delivered personally to the recipient; (ii) the next business day following deposit with a nationally recognized overnight courier service; and/or (iii) three (3) days following deposit with the U.S. Postal Service if by certified or registered mail, return receipt requested and postage prepaid. The Parties agree that the day-to-day business communications may be made via electronic communication. Written notices to Supplier shall be sent to the remittance address provided with Supplier's proposal, and written notices to Lead Agency shall be sent to the below address(es), as may be updated from time to time pursuant to this Section.

If to Lead Agency:

Greece Finance Director
1 Vince Tofany Blvd
Greece, NY 14612

With a copy to:

CoreTrust Purchasing Group LLC
Attn: Drew Tuller, Senior Director Sales, Public Sector or designee
Senior Director Sales, Public Sector
601 11th Avenue North, 7th Floor
Nashville, Tennessee 37203



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SECTION J – MASTER AGREEMENT ACCEPTANCE FORM

[Attachment to Follow]



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MASTER AGREEMENT ACCEPTANCE FORM


RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE IN ORDER TO BE CONSIDERED FOR AN AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this Solicitation and the Master Agreement at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent, and that the contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Pavement Management Group, LLC
Address	655 Hopewell Drive
City/State/ZIP	Heath, OH 43056
Phone Number	(800) 638-8040
Email Address	James@PavementManagementGroup.com
Printed Name	James Golden
Job Title	CEO
Authorized Signature	

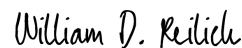
Master Agreement Effective Date	TBD
Master Agreement Termination Date	TBD
Contract Number	TBD

[SUPPLIER]

Authorized Signature	
Printed Name	James Golden
Title	CEO
Date	3/15/2025

TOWN OF GREECE

Signed by:



0FC8EA74D2854F3...

Authorized Signature	William D. Reilich
Printed Name	Supervisor
Title	5/12/2025
Date	



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SECTION K – FORM OF ADMINISTRATION AGREEMENT

[Attachment to Follow]



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ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT, including the Terms and Conditions attached hereto as Attachment A (collectively, this “**Admin Agreement**”) is entered into as of **5/6/2025** (“**Effective Date**”) by and between CoreTrust Purchasing Group LLC, a Delaware limited liability company (“**CoreTrust**”) and the Party identified in the table below (“**Supplier**”) (each a “**Party**” and together the “**Parties**”).

This Admin Agreement sets forth certain terms between CoreTrust and Supplier that apply to Supplier’s provision of Products & Services to governmental agencies participating in CoreTrust’s national cooperative purchasing program (“**Participating Agencies**”). For purposes of this Admin Agreement, any lead agency shall also be a Participating Agency.

Supplier Full Name:	Pavement Management Group, LLC
Supplier Address:	655 Hopewell Drive, Heath, OH 43056

Supplier National Account Manager:		Notice Address(es)* per Section 6(f):
Name:	James Golden	<i>*Please identify above any additional addresses to which a simultaneous copy should be sent.</i>
Title:	CEO	
Telephone:	(800) 638-8040	
Email:	James@PavementManagementGroup.com	

CoreTrust Point of Contact:		Notice Address(es) per Section 6(f):
Name:	Drew Tuller	CoreTrust Purchasing Group LLC Attn: Chief Revenue Officer 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203 With a copy to: CoreTrust Purchasing Group LLC Attn: General Counsel 601 11th Avenue North, 7th Floor Nashville, Tennessee 37203
Title:	Senior Director Sales, Public Sector	
Telephone:	518-538-1948	
Email:	Drew.Tuller@coretrustpg.com	

IN WITNESS WHEREOF, CoreTrust and Supplier have signed this Admin Agreement by their duly authorized representatives as of the Effective Date.

CORETRUST PURCHASING GROUP LLC

DocuSigned by:

Authorized Signature

KM Suresh

Printed Name

SUPPLIER

Authorized Signature

James Golden

Printed Name



ATTACHMENT A – TERMS AND CONDITIONS

1. PARTY OBLIGATIONS

a. Mutual. Each Party shall cooperate in good faith to reasonably enable each Participating Agency's procurement of the Products & Services as contemplated hereunder.

b. CoreTrust. In addition to and without limiting Sections 1(a) and 4, CoreTrust shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Supplier Sales Training. CoreTrust shall during the Term develop, as appropriate and subject to Supplier approval (which approval shall not be unreasonably withheld, conditioned, or delayed), various sales training materials, sales tools, and marketing collateral to promote Supplier's Products & Services. In addition to the foregoing, CoreTrust shall (as appropriate) during the Term, and subject to CoreTrust's scheduling requirements: (1) conduct periodic sales trainings with Supplier sales representatives assigned to sell Products & Services; (2) provide such sales representatives with marketing collateral and sales tools to utilize with the Organizations, with particular focus on CoreTrust's procurement process and Organizations' legal ability in any applicable state (as further described in the Attachments) to purchase Products & Services without having to conduct their own bid or Solicitation process; and (3) attend at least one Supplier company-wide sales and / or leadership meeting per year.

(ii) General Sales Support. CoreTrust shall, subject to CoreTrust's scheduling requirements, engage in Supplier sales efforts as agreed in writing between the Parties through participating in: (1) individual sales calls; (2) joint sales calls; (3) communications and customer service; (4) discussions and communication with Organizations during the sales process to address questions related to CoreTrust's procurement process, legal authority to purchase through the Cooperative Program, and Cooperative Program design; (5) trainings for Participating Agencies' teams; (6) regular business reviews to monitor Cooperative Program success; and (7) general contract administration.

(iii) Marketing. CoreTrust shall incorporate information about the Products & Services into CoreTrust's website and general collateral materials. CoreTrust and Supplier shall jointly develop and approve marketing materials to promote Products & Services, such as website content, print materials, talking points, press releases, and general correspondence. Subject to CoreTrust's scheduling requirements, CoreTrust shall market the Products & Services to Organizations as part of CoreTrust's ongoing Cooperative Program and other marketing activities, which may consist of: (1) general marketing of all of CoreTrust's master agreements, including Supplier's Products & Services; (2) marketing of Supplier's Products & Services specifically and / or as part of a package of selected master agreements to targeted Organizations; and (3) attending trade shows, conferences, and meetings, among other activities in CoreTrust's reasonable discretion.

c. Supplier. In addition to and without limiting Sections 1(a) and 4, Supplier shall conduct the following activities pursuant to this Admin Agreement and (as applicable) the Plan:

(i) Contract Administrator; Registration. Supplier shall identify a national account manager on the Cover Page and a separate executive corporate sponsor, each of whom is responsible for the overall management of this Admin Agreement, and notify CoreTrust promptly in writing following any change to such designee(s). Supplier is responsible for ensuring that each Organization has completed CoreTrust's registration process as designated by CoreTrust to Supplier prior to processing such Organization's first order.

(ii) Sales Commitment. Supplier shall market the Cooperative Program in the public sector as more thoroughly described in this Admin Agreement and the Plan. Supplier shall make available to interested Organizations such price lists or quotes as may be necessary for such Organizations to evaluate potential purchases of Products & Services, including without limitation publicizing and directly marketing to the Organizations (through print materials, appearances at conferences and promotional events, and other advertising and marketing activities) the benefits of CoreTrust's Cooperative Program and purchasing Products & Services through Supplier. Where Supplier has an existing contractual relationship for Products & Services with a state, Supplier shall notify such state of the Cooperative Program and transition the state to the pricing, terms, and conditions of a CoreTrust master agreement upon the state's request; provided, regardless of whether the state decides to transition to such master agreement, Supplier shall offer such master agreement to all Organizations located within the state.

(iii) Marketing and Training Commitment. Supplier shall, as more thoroughly set forth in the Plan (as applicable): (1) conduct training and education services about the Cooperative Program for the Organizations according to CoreTrust's reasonable scheduling requirements; (2) provide CoreTrust access to and use of Supplier's documents, presentations, and other materials applicable to this Admin Agreement and the services contemplated hereunder to enable CoreTrust to promote its Cooperative Program as contemplated hereunder; and (3) upon CoreTrust's reasonable request, provide information about the Participating Agencies' procurement of Products & Services which CoreTrust may use to improve its procurement processes.

(iv) Plan. Supplier shall work with CoreTrust to develop a Plan within the first ninety (90) days of the Term.

(v) Supplier Content. As requested by CoreTrust, Supplier shall provide Supplier Content for use on CoreTrust websites and for general marketing and publicity purposes as contemplated hereunder. During the Term, Supplier hereby grants to CoreTrust and its affiliates a non-exclusive, worldwide, royalty-free, transferable and sublicensable right and license to reproduce, modify, distribute, publicly perform, publicly display, and use Supplier Content to perform CoreTrust's obligations under this Admin Agreement.

(vi) Performance Review. During the Term, upon CoreTrust's reasonable request, Supplier shall participate in a performance review meeting with CoreTrust to evaluate Supplier's performance hereunder with respect to the marketing of the Program.

2. TERM; TERMINATION

a. Term. The Term of this Admin Agreement is five (5) years, with one 1-year renewal.

b. Termination. Supplier's failure to maintain its covenants and commitments contained in this Admin Agreement shall constitute a material breach of this Admin Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, CoreTrust shall have the right to terminate this Admin Agreement, at CoreTrust's sole discretion.

c. Effects of Termination. Upon termination of this Admin Agreement for any reason: (i) Supplier shall continue making Administrative Fee payments to CoreTrust generated by Participating Agencies' purchase of Products & Services to the extent that Supplier continues to generate revenue from each Participating Agency's purchase of such Products & Services; and (ii) each Party shall immediately cease use of the other Party's trademarks, names, and logos.

3. FEES

a. Administrative Fee. Supplier shall pay CoreTrust the Administrative Fee for the preceding calendar month no later than thirty (30) days following the end of such calendar month. The Administrative Fee is payable in U.S. Dollars via wire to the payment account designated in writing by CoreTrust. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

b. Reporting. No later than thirty (30) days after the end of each calendar month during the Term, Supplier shall deliver to CoreTrust the Administrative Fee Report. CoreTrust may compare Supplier's Administrative Fee Report with Participating Agencies' records and, if CoreTrust identifies a material discrepancy, CoreTrust shall notify Supplier in writing, and Supplier shall have thirty (30) days thereafter to resolve such discrepancy to CoreTrust's reasonable satisfaction. If such resolution requires payment of additional Administrative Fee amounts, Supplier shall remit payment of such balance to CoreTrust no later than fifteen (15) days thereafter; provided, if Supplier disputes CoreTrust's finding(s) of a discrepancy and / or the underlying Participating Agency documentation, the Parties shall engage an independent auditor to evaluate such discrepancy, and the cost of such independent audit shall be borne by Supplier. Additionally, in an effort to provide Participating Agencies transparency, Supplier will work with CoreTrust in providing transactional reporting via SFTP process or API connection ("**Agency Report**"). The Agency Report will capture itemized spend information, to the extent possible, identified by a Participating Agency, and will occur at a cadence set by CoreTrust, not to exceed monthly.

c. Audit. CoreTrust, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits of Supplier's records related to its performance under this Admin Agreement, including inspection of books, records, and computer data relevant to Supplier's provision of Products & Services to Participating Agencies, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, such inspections and audits shall be conducted upon reasonable notice to Supplier and so as not to unreasonably interfere with Supplier's business or operations.

4. REPRESENTATIONS & WARRANTIES

a. Mutual. Each Party hereby represents, warrants, and covenants that it does as of the Effective Date and shall during the Term comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

b. By Supplier. Supplier hereby represents and warrants that: (i) this Admin Agreement has received all necessary corporate authorizations and support of Supplier's executive management; (ii) it shall promote and market CoreTrust's Cooperative Program to Organizations; (iii) its sales force shall be trained, engaged, and committed to offering a master agreement to Organizations through CoreTrust in the geographies agreed between the Parties; (iv) all sales under such master agreement shall be accurately and timely reported to CoreTrust; (v) its sales force shall be compensated, including sales incentives, for sales to Participating Agencies under the master agreement in a consistent or better manner compared to sales to Organizations if Supplier were not awarded such master agreement; (vi) it is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (vii) Supplier Content and any other materials or services provided to CoreTrust as contemplated hereunder shall not infringe, misappropriate, or otherwise violate the intellectual property or proprietary rights of any third party.

5. INDEMNIFICATION; LIMITATION OF LIABILITY

a. Indemnification. Supplier shall indemnify, defend, and hold harmless each Participating Agency and CoreTrust, and their respective administrators, directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all claims, proceedings, and / or demands ("**Claims**") resulting from Supplier's breach of its representations, warranties, and / or covenants under this Admin Agreement, and / or the actions of Supplier and its employees or subcontractors in the performance of Supplier's obligations under this Admin Agreement.

b. Disclaimer. With respect to any purchases by any Participating Agency, CoreTrust shall not be: (i) construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier or any Participating Agency; (ii) obligated by, liable for, or in any way responsible for the Products & Services or any order of Products & Services made by any Participating Agency or any employee thereof or for any payment required to be made with respect to such order for Products & Services; and / or (iii) obligated by, liable for, or in any way responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase Products & Services. CoreTrust makes no representation or guaranty with respect to any minimum purchases by any Participating Agency, whether individually or collectively, or any employee thereof under this Admin

Agreement. CORETRUST EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING CORETRUST'S PERFORMANCE AS A CONTRACT ADMINISTRATOR. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The terms of this Section 5 shall survive the termination of this Admin Agreement.

6. MISCELLANEOUS

a. General. This Admin Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, representations, and understandings relating to the same (written or oral). All Attachments hereto are hereby incorporated and made a part of Admin Agreement. Any conflict among the terms and conditions of any document associated herewith shall be resolved in the following order of precedence: (i) any Attachment; (ii) these Terms and Conditions; and (iii) any other such associated document. This Admin Agreement may be amended, modified, or supplemented only by a written document expressly indicating such intent of the Parties that is executed and delivered by an authorized representative of each Party. No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege. If a court of competent jurisdiction finds any provision of this Admin Agreement unenforceable or invalid, then such provision shall be ineffective to the extent of the court's ruling, and all remaining portions of the Admin Agreement remain in full force and effect. This Admin Agreement may be executed in two or more counterparts, and manually-executed counterparts may be delivered in electronic form, each of which is deemed an original, and all of which together constitute one and the same instrument. Paragraph headings contained herein are for reference only and are not substantive parts of this Admin Agreement. The use of the singular or plural shall include the other form. As used in this Admin Agreement, all references to "include" or "including" mean inclusive by way of example, and not restrictive by way of limitation, and all references to "day(s)" mean calendar days unless otherwise indicated. This Admin Agreement shall not be construed as prepared by one Party, but rather as if the Parties jointly prepared the same.

b. Relationship. Nothing contained in this Admin Agreement creates any agency, partnership, or other joint enterprise between the Parties. The Parties shall at all times be independent contractors. Neither Party has authority to contract for or bind the other in any manner whatsoever except as expressly set forth in this Admin Agreement. This Admin Agreement is made solely for the benefit of the Parties, and no other persons shall acquire or have any right under or by virtue of this Admin Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Admin Agreement, in whole or in part.

c. Assignment. Supplier shall not assign this Admin Agreement nor its rights or obligations hereunder without CoreTrust's advance written consent. CoreTrust may in its sole discretion assign this Admin Agreement and / or its rights or obligations hereunder, if to a legal entity that has the authority and capacity to perform CoreTrust's obligations under this Admin Agreement. Any assignment in violation of this Section shall be null and void. This Admin Agreement shall bind upon and inure to the benefit of the Parties, their successors, and permitted assigns.

d. Governing Law. This Admin Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the United States of America, without regard to their respective conflict of laws principles. SUPPLIER AND CORETRUST EACH EXPRESSLY SUBMIT AND CONSENT TO THE JURISDICTION OF ANY TENNESSEE STATE COURT SITTING IN NASHVILLE, TENNESSEE OR THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS ADMIN AGREEMENT. EACH PARTY EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, OR *FORUM NON CONVENIENS*.

e. Force Majeure. The Parties' obligations hereunder shall be temporarily suspended during any period a Party is unable to carry out its obligations under this Admin Agreement by reason of a Force Majeure Event. Neither Party shall have any liability to the other Party for a delay in performance nor failure to perform to the extent this Admin Agreement is so temporarily suspended; provided: (i) nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Admin Agreement; and (ii) the affected Party: (1) promptly notifies the other Party of such Force Majeure Event and the reasonably expected duration thereof; (2) exercises commercially reasonable efforts to promptly remedy, remove, or mitigate the effects of such Force Majeure Event to the extent reasonably possible; and (3) promptly resumes performance of any suspended obligation upon cessation of such Force Majeure Event.

f. Notices. Each Party shall deliver all notices hereunder to the respective address provided on the Cover Page (as a Party may update pursuant to this Section 6(f)), by: (i) personal h, effective on delivery; (ii) certified mail, return receipt requested and postage prepaid, effective three (3) days following deposit with the U.S. Postal Service; or (iii) nationally recognized overnight courier service, effective the next business day following deposit therewith. The Parties may exchange correspondence via email concerning ordinary business matters hereunder; provided, formal notices due under this Admin Agreement are not effective unless sent pursuant to this Section 6(f).

g. Publicity. A Party may issue press releases or other public announcements with respect to this Admin Agreement only with the prior written consent of the other Party's authorized representative. CoreTrust may use Supplier's trademarks, names, and logos as provided by Supplier to CoreTrust. CoreTrust authorizes Supplier to use CoreTrust's trademarks, names, and logos solely as provided by CoreTrust to Supplier and for the purposes of this Admin Agreement. Each Party's use of the other Party's trademarks, names, and logos shall be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials.

promoting the Products & Services pursuant to this Admin Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, no Party shall have any right, title, or interest in the other Party's trademarks, names, and/or logos.

7. DEFINITIONS

(a) **"Administrative Fee"** means an amount equal to three percent (3%) of the total sales price of all Products & Services purchased by the Participating Agencies and billed by Supplier (excluding taxes).

(b) **"Administrative Fee Report"** means an electronic report summarizing all sales made under the Cooperative Program during the preceding calendar month, in the form attached hereto as Schedule 1.

(c) **"Attachment"** means the appendices attached hereto and made a part of this Admin Agreement.

(d) **"Force Majeure Event"** means an occurrence negatively affecting a Party's performance hereunder and which is beyond a Party's reasonable control, including an act of God or public enemy, act of terrorism, pandemic or epidemic, fire, flood, civil commotion, or closing of the public highways.

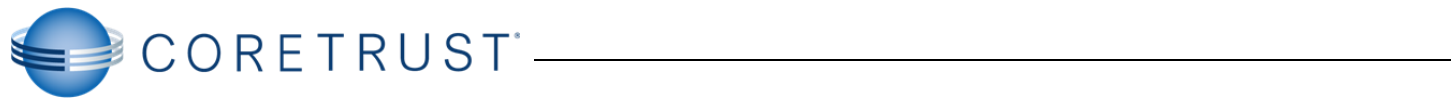
(e) **"Cooperative Program"** means CoreTrust's group purchasing organization operations, including without limitation its arrangements with certain vendors, strategic service partners, and other group purchasing entities.

(f) **"Organization(s)"** means (collectively) state, Town, city, special district, and / or local government entities, school districts, private and public educational institutions, political subdivisions, state / regional / territorial agencies, state / regional / territorial governments, and other governmental agencies and nonprofit organizations.

(g) **"Plan"** means the sales and marketing plan through which the Parties shall advertise the Cooperative Program and benefits associated therewith to the Organizations, which plan shall include without limitation details concerning: (i) issuing co-branded press releases; (ii) publishing Cooperative Program details and contact information on both CoreTrust and Supplier websites; (iii) scheduling and holding training on any master purchasing agreement for the sales teams of both CoreTrust and Supplier; (iv) jointly participating in national and regional conferences; (v) jointly attending national and regional Participating Agency networking events; and (vi) designing, publishing, and distributing co-branded marketing materials; (vii) engaging in ongoing marketing and promotion of the Cooperative Program for the entire Term (e.g., developing and presenting case studies, collateral pieces, and presentations).

(h) **"Products & Services"** means those products and services provided or otherwise made available by Supplier under this Admin Agreement.

(i) **"Supplier Content"** means graphics, media, and other content Supplier provides or otherwise makes available to CoreTrust hereunder.



SCHEDULE 1 TO ATTACHMENT A - FORM OF ADMINISTRATIVE FEE REPORT

	File Type:	ADMIN	Lead Agency ID:	
	Supplier Name:		Related Check/Wire #:	
	Contract Number:		Check/Wire Amount:	
	Month:		Total Fees for this Month for this contract:	
	Year:			
	NOTE: For a complete list of Participating Agency ID's please check the CoreTrust Participating Agency Roster that is emailed to you by the CoreTrust. Every Participating Agency must have an ID listed with it. Please contact Customer Service at gethelp@coretrustpg.com if you need assistance.			
	DO NOT DELETE THIS ROW OR MARK IN CELL "A10" OR THE SYSTEM WILL NOT ACCEPT THE FILE.			
	Participating Agency ID (Provided by CoreTrust)	Participating Agency Name	Monthly Net Sales	Monthly Admin Fees

**All amounts to be stated in U.S. Dollars.*



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Section L – Form of Master Intergovernmental Cooperative Purchasing Agreement

[Attachment to Follow]



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

THIS MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (“**Lead Agency(ies)**”) with CoreTrust Purchasing Group LLC (“**CoreTrust**”) to be appended and made a part hereof, and other government agencies (collectively, with Lead Agency, a “**Program Participant**”) who participate in the cooperative purchasing programs administered by CoreTrust and / or its affiliates and subsidiaries (collectively, “**Program**”) in the manner designated by Lead Agency and/or CoreTrust.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products & Services**”) to the applicable Lead Agency and Program Participants;

WHEREAS, Master Agreements are made available to Program Participants by Lead Agencies through the Program and provide that Program Participants may voluntarily purchase Products & Services on the same terms, conditions, and pricing as Lead Agency, subject to any applicable federal and / or local purchasing ordinances and the laws of the state of purchase;

WHEREAS, the parties hereto desire to comply with the requirements of any intergovernmental cooperative act, if applicable, to the laws of the state of purchase; and

WHEREAS, in addition to Master Agreements, the Program may from time-to-time offer Program Participants the opportunity to acquire Products & Services through other group purchasing agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

- 1. COOPERATION.** Each party shall facilitate the cooperative procurement of Products & Services.
- 2. COMPLIANCE WITH LAWS.** The procurement of Products & Services by the Program Participant shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Program Participant’s procurement practices.
- 3. COMPLIANCE WITH CONTRACTUAL REQUIREMENTS.** The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
- 4. INFORMATION SHARING.** The Lead Agencies shall make available, upon reasonable request, information about Master Agreements which may assist in facilitating and improving the procurement of Products & Services by the Program Participant.
- 5. AGREEMENT ACCESS.** Program Participant agrees that the Program may provide access to group purchasing organization (“**Cooperative**”) agreements directly or indirectly by enrolling Program Participant in another Cooperative’s purchasing program; provided, the purchase of Products & Services shall be at Program Participant’s sole discretion.
- 6. PAYMENT.** Program Participant shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products & Services procured and received through any Master Agreement (each a “**CoreTrust Agreement**”) in accordance with the terms and conditions of the Master Agreement.
- 7. ADMINISTRATIVE FEE.** Program Participant acknowledges and agrees that CoreTrust may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by a Program Participant under a CoreTrust Agreement.
- 8. RESTRICTIONS.** Program Participant agrees that Products & Services purchased under any Master Agreements are for Program Participant’s own use in the conduct of its business, and in no event shall Program Participant sell, resell, lease, or otherwise transfer goods purchased through CoreTrust Agreements to an unrelated third party unless expressly permitted by the terms of the applicable CoreTrust Agreement.
- 9. REMEDY; DISPUTE.** Payment for Products & Services and inspections and acceptance of Products & Services ordered by Program Participant shall be the exclusive obligation of Program Participant. Disputes between Program Participant and any Supplier shall be resolved in accordance with the law and venue rules of the state of purchase unless otherwise agreed

to by Program Participant and Supplier. The exercise of any rights or remedies by Program Participant shall be the exclusive obligation of Program Participant.

10. NON-CIRCUMVENTION. Program Participant shall not use this Agreement or the terms and conditions of any CoreTrust Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

11. DISCLAIMER. Program Participant shall be responsible for the ordering of Products & Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products & Services under this Agreement. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CORETRUST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING ANY PRODUCTS & SERVICES OR CORETRUST AGREEMENT AND SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY SUPPLIER OR OTHER PARTY UNDER A CORETRUST AGREEMENT.

12. TERMINATION. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

13. SEVERABILITY. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. ASSIGNMENT. This Agreement and the rights and obligations hereunder are not assignable by either party hereto without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Program Participant and CoreTrust may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Program Participant or CoreTrust shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 shall be null and void.

15. ENTIRE AGREEMENT. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16. LIABILITY. To the extent not prohibited by law, Program Participant shall indemnify, defend, and hold harmless CoreTrust and its directors, officers, members, managers, employees, and agents ("**Indemnified Parties**") from and against all losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") arising from all third-party claims, proceedings, and / or demands ("**Claims**") resulting from the activities of Supplier and its employees or subcontractors in connection with the Program. CORETRUST SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF CORETRUST IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PARTIES ACKNOWLEDGE AND AGREE CORETRUST SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ACTION, OF SUPPLIER IN CONNECTION WITH THE PERFORMANCE OF SUPPLIER'S OBLIGATIONS UNDER A CORETRUST AGREEMENT.

17. ACKNOWLEDGMENT. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. COMMENCEMENT. This Agreement shall take effect upon: (i) executing a Lead Public Agency Certificate; or (ii) the Program Participant registering on any Program website or other formal written means, as applicable.



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SECTION M – LEAD PUBLIC AGENCY CERTIFICATE

[Attachment to Follow]



LEAD PUBLIC AGENCY CERTIFICATE

In its capacity as a Lead Agency for the CoreTrust Program, Town of Greece has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("**MICPA**") regulating the use of the Master Agreements and purchase of Products & Services that from time to time are made available by Lead Agency to Program Participants nationwide through CoreTrust. Copies of Master Agreements and any amendments thereto made available by Lead Agency shall be provided to Suppliers and CoreTrust to facilitate use by Program Participants.

I understand that the purchase of one or more Products & Services under the provisions of the MICPA is at the sole and complete discretion of the Program Participant.

LEAD AGENCY

Signed by:

William D. Reilich

0EC8EA71D2854E3

Authorized Signature

william D. Reilich

Printed Name

supervisor

Title



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SECTION N – TECHNICAL PROPOSAL

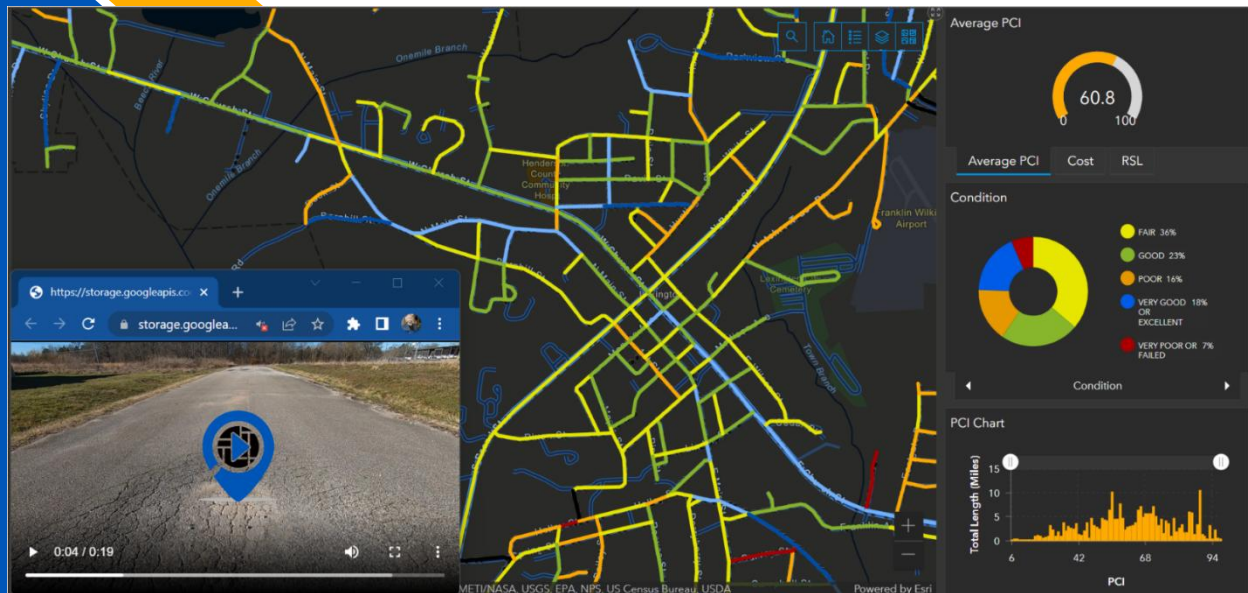


QUALIFICATIONS, TECHNICAL AND COST PROPOSAL

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES

Prepared March 15th, 2025

Town of Greece Finance Director
One Vince Tofany Boulevard
Greece, NY 14612



JAMES GOLDEN

Founder and CEO

Pavement Management Group

PO Box 2407

Heath, OH, 43056

(740) 507-3842

James@PavementManagement.com



24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

PROPOSAL COVER LETTER

ATTN: Ivana Casilio

03/15/2025

Finance Director

Once Vince Tofany Boulevard
Greece, NY 14612

RE: 24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES

Dear Ms. Casilio,

Pavement Management Group is pleased to submit this proposal package in response to the Town of Greece's bid for Pavement Management Software and Services.

Our proposal is tailored to meet the Town of Greece's objectives for a comprehensive, turn-key pavement management solution. At Pavement Management Group, we aim to empower municipal officials with the tools and insights to make data-driven decisions that enhance roadway infrastructure. Our programs are designed to help municipalities allocate resources strategically, ensuring maximum impact while supporting officials in effectively and transparently communicating their infrastructure plans and budgets to constituents. All deliverables undergo rigorous quality control by our team of pavement management experts. With our ongoing support, consultative services, and the innovative RoadlNsights dashboard, we stand out as a leader in the roadway consulting industry.

Thank you for your interest in providing an effective pavement management solution to the citizens of the Town of Greece, NY. Pavement Management Group would like to be your partner in this vital project.

Respectfully Submitted,



James Golden

Founder and CEO

James@PavementManagement.com



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24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

FIRM OVERVIEW

Introduction

Pavement Management Group (PMG) is a leading data analytics and technology company in Heath, OH, specializing in turnkey pavement management solutions. Founded in 2011 to maximize taxpayer dollars and extend roadway lifespans while optimizing roadway conditions, PMG empowers municipal public works and engineering professionals to make informed, data-driven decisions. For over 14 years, PMG has solidified its reputation as a trusted partner to municipalities across the United States, helping them achieve their pavement goals and initiatives at every step.

Expertise

PMG offers comprehensive pavement management services that integrate cutting-edge technology and industry best practices. Our innovative solutions include advanced pavement condition assessments, project and budget forecasting, and treatment recommendations. We employ proprietary AI technology, HD video streaming, and GIS mapping through our state-of-the-art platform, **RoadINsights™**, to deliver unparalleled accuracy and efficiency in identifying roadway conditions and recommending appropriate maintenance and repair activities.

Key Differentiators

Proprietary AI Technology: PMG's ASTM D6433-compliant AI model accurately identifies, documents, and quantifies pavement distresses, ensuring reliable Pavement Condition Index (PCI) calculations. This translates into more reliable infrastructure planning and data-backed funding decisions for the Town of Greece.

Turnkey Solutions: From inventory development and condition assessment to capital improvement planning, PMG provides an end-to-end pavement management solution tailored to each municipality's unique needs. This enables the Town of Greece to streamline its asset management process, improve efficiency, and extend road lifespans.

Data-Driven Approach: By leveraging predictive analytics and historical road data, PMG helps municipalities prioritize high-impact projects and allocate budgets efficiently. For the Town of Greece, this means a cost-effective strategy to maintain road quality while planning for future investments.

Client-Centric Focus: With over 100 municipal clients, PMG emphasizes collaboration and tailored solutions. Our approach ensures that the Town of Greece receives personalized support, dedicated training, and ongoing consultation to optimize pavement management strategies.

Proven Performance: PMG's methodologies have enabled municipalities to extend roadway lifespans by 25-50% while reducing maintenance costs. For the Town of Greece, this means fewer emergency repairs, reduced taxpayer burden, and a more predictable maintenance schedule.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Commitment to Municipalities: At PMG, we understand that maintaining road infrastructure is not just about engineering; it is about enhancing the quality of life for residents, reducing long-term costs, and ensuring sustainable municipal growth. We partner with municipalities to develop tailored, cost-effective, sustainable infrastructure plans that provide lasting benefits.

The PMG Team: Our team comprises seasoned pavement management professionals and innovative technology experts specializing in data analytics, GIS, mobile mapping, AI technology, and client success.

PMG's Principals are Partners within the company and include:

1. **James Golden, Founder and Chief Executive Officer**
2. **Gerben Roseboom, Chief Operating Officer**
3. **Donato Michele Moscaritolo, Chief Technology Officer**
4. **Howard Mills, Partner**

A Bio for each Principal/Partner has been provided alongside our Project Team in the "Key Personnel" section to learn more about everyone's unique experience and skillsets.

Commitment to Sustainable Practices

At Pavement Management Group (PMG), our commitment to sustainability is deeply embedded in our approach to pavement management. We recognize that conventional 'worst-to-first' rehabilitation strategies—such as asphalt milling, full-depth overlaying, and complete reconstruction—strain municipal budgets and significantly increase material consumption, CO₂ emissions, and environmental impact. Our expertise in pavement condition assessment, treatment qualification, and data-driven planning enables us to implement a more sustainable and cost-effective approach.

Sustainable Practices in Action: Prioritizing Preventive Maintenance: Instead of costly reconstructions, PMG helps municipalities extend roadway lifespans by 20-40% through crack sealing, slurry sealing, and micro surfacing, reducing the need for excessive raw material use.

Reducing Carbon Footprint: At our clients' request, we provide a CO₂ reduction analysis for their road maintenance programs. By evaluating different maintenance strategies and treatment options, we assess the potential carbon footprint reduction achieved through optimized pavement preservation. Our approach considers material choices, treatment frequencies, and lifecycle impacts to identify the most sustainable and cost-effective solutions. This analysis helps municipalities and agencies make data-driven decisions that extend road lifespan while minimizing environmental impact.

Advanced Technology: Using AI-driven assessments, PMG eliminates unnecessary site visits, minimizing fuel consumption from data collection vehicles by up to 30%.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

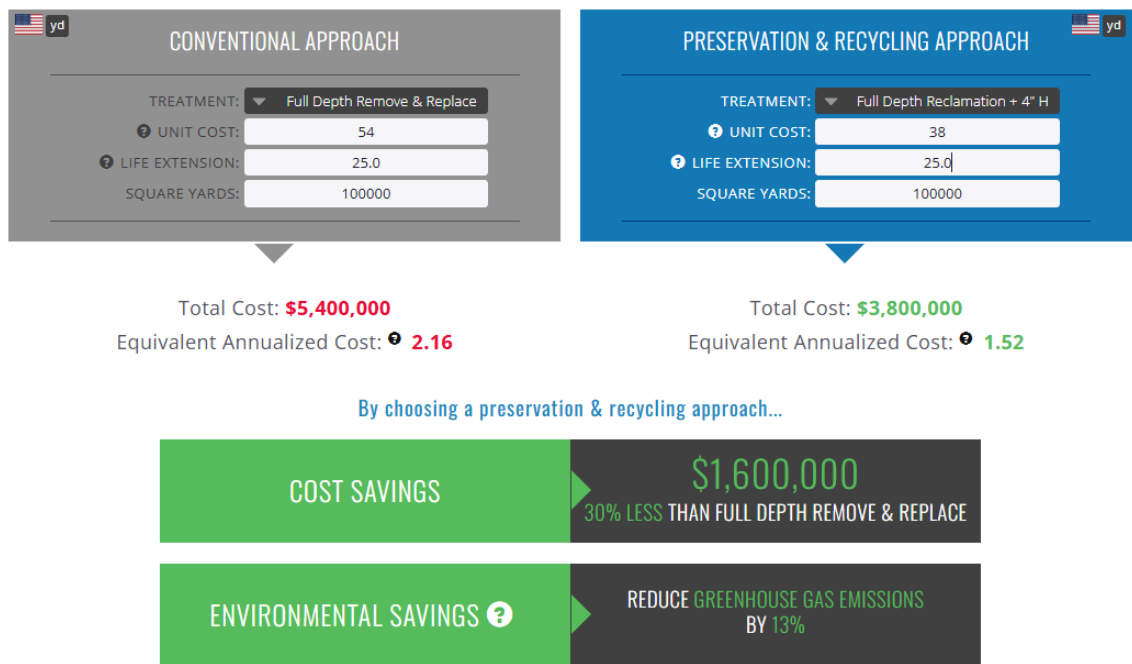
Local Partners: A key aspect of our sustainability efforts is data collection in collaboration with regional partners. Working with local contractors supports local economies and significantly reduces travel and flight-related emissions associated with large-scale infrastructure assessments. This decentralized approach helps minimize the carbon footprint of our operations while ensuring municipalities receive timely, high-quality data tailored to their specific needs.

For example, PMG partners with local fleet operators in New York, to collect road condition data through mounted sensors and cameras on their vehicles.

Cold In-Place Recycling (CIR) & Full Depth Reclamation (FDR): Where applicable, we advocate for CIR treatments, which reuse existing asphalt, reduce landfill waste, and cut emissions by 40-50% compared to conventional methods.

Smart Budget Allocation: Our predictive modeling within RoadINsights™ ensures municipalities allocate funds to the most sustainable and cost-effective treatments, preventing premature road failures and optimizing public investment.

By implementing these strategies, PMG empowers municipalities to make proactive, environmentally responsible, and cost-effective decisions - ultimately maximizing taxpayer dollars while preserving infrastructure for future generations.



This is an example of how a conventional approach, rather than a preservation and recycling approach, can save clients' money while reducing greenhouse gas emissions.

CEO James Golden helped contribute to the calculator producing this impact result, and can be accessed by visiting <https://roadresource.org/recycling/calculator>

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Commitment to Social Equity

At PMG, we are dedicated to fostering Diversity, Equity, and Inclusion (DEI) in all aspects of our business. DEI is integral to our operations, from employment policies to supplier diversity and community engagement.

To ensure historically marginalized and underrepresented groups have equitable access to opportunities within the pavement management and technology sectors, we are actively:

- **Promoting Workforce Diversity**—We recruit and mentor professionals from diverse backgrounds, including partnerships with our local Technical College (Central Ohio Technical College) and our engineering, GIS, and data science career pathways.
- **Supporting Minority- and Women-Owned Businesses (MWBEs)** – PMG prioritizes working with MWBEs in procurement and contracting, ensuring that our supply chain reflects the communities we serve.
For example, we recently partnered with a WBE engineering firm for our project with the Akron Metro Transportation Authority.
- **Investing in Local Communities** – We collaborate with municipalities to create equitable road infrastructure plans that serve all neighborhoods, especially those historically receiving less investment in pavement management. For example, in 2018 we served our local community, the City of Heath, with a 10-year pavement management plan, that produced additional revenue via citizen vote to increase their local tax base by .25%, taking their roadway improvement from \$250,000 annually to \$1,000,000 annually. The plan PMG developed identified all roadways needing major maintenance and repairs, while establishing the city's first-ever pavement preservation program. The result has been a 10-point PCI increase, taking their average roadway network from Poor to Good.
- **Provide Inclusive Training & Career Development**—Our free training programs and workshops equip municipal workers and emerging professionals with the knowledge and tools needed to succeed in the industry. In 2024 alone, we trained over 3000 public works professionals.

Ongoing DEI Training – All employees participate in unconscious bias training, leadership development programs, and cultural competency workshops to foster an inclusive work environment.

At PMG, we believe that diverse perspectives drive innovation and economic growth. By embedding social equity into our decision-making and business strategy, we contribute to a more inclusive, sustainable, and forward-thinking infrastructure industry that benefits all stakeholders and ensures long-term success for communities nationwide.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Commitment to Innovation and Technology

At PMG, innovation is at the core of everything we do. We reinvest 20% of our revenue into research and development, ensuring our solutions evolve to meet municipal infrastructure management's complex needs. Unlike generic AI-driven solutions, our technology is developed by industry experts with decades of experience in pavement management, roadway condition assessment, and municipal asset optimization. Our tools are shaped by industry's best practices, refined through continuous client feedback, and backed by rigorous quality assurance, ensuring they meet client expectations and objective standards.

PMG's innovative approach integrates geo-located high-definition (HD) streaming video with AI-driven distress condition assessment, enabling automated Pavement Condition Index (PCI) calculations and AI-powered treatment recommendations. These advancements, hosted within our GIS-integrated, web-based easy-to-use RoadINsights™ platform, provide municipalities with actionable insights that drive more intelligent decision-making. By combining advanced machine learning, and intuitive user experience, we empower our clients to optimize roadway conditions efficiently and maximize the impact of their infrastructure investments.

PMG's innovations are rooted in real-world pavement management expertise, unlike generic AI-driven solutions that rely solely on technology without a deep understanding of roadway preservation and pavement distresses. This unique combination of industry experience and cutting-edge AI ensures that our technology provides data and accurate decision-making intelligence tailored to municipalities' needs.

PMG's innovations go beyond pavement management, addressing municipalities' broader infrastructure asset needs. We develop solutions for:

- **Sidewalk assessments** – Identifying ADA compliance issues and tripping hazards.
- **Traffic sign inventories** – Using AI to detect missing, damaged, or outdated regulatory signs.
- **Stormwater infrastructure mapping** – Identifying drainage issues and flood-prone areas.
- **Streetlight condition analysis** – Evaluating placement, visibility, and energy efficiency upgrades.

Integrating these capabilities into our GIS-driven RoadINsights™ platform provides municipalities with a comprehensive asset management approach, enabling more innovative long-term planning.

Our commitment to innovation is more than just software; it's about transforming municipal infrastructure through data-driven solutions. These solutions set new industry benchmarks and deliver sustainable, cost-effective, safer infrastructure planning.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Nationwide Scalability

PMG's pavement management solutions are designed to accommodate the needs of diverse agencies nationwide, including municipalities, counties, school districts, and special districts. Our scalable approach ensures that agencies of varying sizes (from 10 to +1000 miles) and budgets can access advanced AI-powered technology, standardized condition assessments, and GIS-integrated planning tools, while maintaining cost efficiency and operational flexibility.

Experience with Multi-Agency Collaboration & Cooperative Contracts

PMG has extensive experience working with multiple agencies under cooperative, shared service, and piggybacking contracts. Our proven track record includes:

- **Smithtown Piggyback Contract (New York)** – Awarded to PMG, this contract allows multiple municipalities across New York State to access PMG's pavement management services without issuing separate RFPs. Municipalities such as the Town of Wallkill, and Warwick have already utilized this agreement for AI-driven pavement assessments and GIS-based asset inventories.
- **Vero Beach Contract (Florida)** - PMG - was awarded the pavement management contract for Vero Beach, which other Florida municipalities have since adopted. The contract streamlines infrastructure planning while optimizing budget allocation across regional partners.
- **Regional County Collaboration (Midwest)** – PMG has successfully worked under a shared pavement management contract with multiple counties and their local jurisdictions, reducing administrative costs and ensuring consistent roadway data collection across jurisdictions.

These examples demonstrate PMG's ability to scale pavement management solutions across multiple agencies, ensuring cost-effective, high-quality data collection and analysis in urban and rural settings.

Transparent & Competitive Cooperative Pricing Structure

PMG's pricing model is designed to ensure fair, transparent, and competitive pricing for agencies of all sizes by offering:

- **Volume Discounts & Multi-Agency Pricing Tiers** – Agencies under a cooperative contract benefit from lower per-unit pricing due to economies of scale. For example, in the Smithtown Piggyback Contract, municipalities participating together have seen up to 15% cost savings compared to standalone contracts.
- **Flexible Pricing Adjustments** – PMG accommodates agencies with different budget scales, allowing them to phase projects over multiple years. Smaller municipalities can start with a baseline pavement assessment, while larger cities can implement full-scale predictive modeling and network optimization.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

- **Customizable Service Packages** – We work closely with each agency to tailor service levels, reporting needs, and project scopes, ensuring agencies receive precisely what they need while maintaining cost control.

Adaptability to Meet Unique Agency Requirements

PMG's solutions are highly adaptable to meeting the unique requirements of the lead agency and other participating agencies under cooperative contracts:

- **Varying Scopes of Work** – Whether a small town requires a limited pavement network assessment, or a large metropolitan area needs a complete pavement management program, PMG's services scale accordingly.
- **Flexible Budget Accommodations** – Agencies can adjust service levels based on available funding. For example, agencies under the Vero Beach contract have the flexibility to implement data collection first and add predictive modeling and network planning tools later.
- **Custom Reporting & Analysis** – Using RoadInsights™, agencies can customize reporting, treatment recommendations, and asset visualization to align with their strategic goals. For instance, rural counties may focus on preserving gravel roads, while urban municipalities prioritize arterial roads and intersections.

Efficient Multi-Agency Onboarding & Deployment

PMG has developed a streamlined onboarding process to integrate multiple agencies into cooperative contracts, ensuring smooth coordination across jurisdictions:

- **Strategic Scheduling for Imaging & Data Collection** – PMG coordinates roadway imaging schedules across multiple municipalities, optimizing efficiency and minimizing disruption. For example, under the Smithtown Piggyback Contract, municipalities in Long Island are synchronizing their data collection schedules to maximize resource utilization.
- **Integration Timelines Tailored to Each Agency** - Our onboarding process includes staggered implementation plans that align with each agency's workflow and readiness. Smaller agencies can onboard faster, while larger agencies may opt for phased rollouts.
- **Dedicated Multi-Agency Support Team** – Each participating agency receives direct access to PMG's specialists, ensuring ongoing training, technical assistance, and real-time customer support. For instance, municipalities in Florida using the Vero Beach Contract have benefited from hands-on training sessions to maximize platform usability.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Scalability for Nationwide Impact

PMG has a proven track record of supporting agencies across various regions—from small towns to large metropolitan areas, from coast to coast and border to border. Our AI-driven condition assessments, predictive modeling, and GIS-integrated planning tools ensure that agencies of all sizes can:

- Make informed, cost-effective roadway investment decisions
- Leverage cooperative contracts for transparent, competitive pricing
- Customize services to fit their unique infrastructure priorities

PMG is transforming pavement management nationwide with a scalable, cooperative contract model. It is helping agencies optimize budgets, extend roadway lifespans, and enhance infrastructure resilience.

Project Team

Our programmatic experience includes successfully implementing comprehensive pavement management systems for hundreds of unique agencies and managing thousands of municipal-owned roadway miles. We consistently deliver solutions that enhance roadway infrastructure and optimize maintenance activities by leveraging cutting-edge technology and data-driven methodologies. PMG's financial acumen allows us to optimize budgetary allocations, ensuring cost-effective solutions that maximize the value of taxpayer dollars. Our managerial capabilities are demonstrated through our robust project management practices, rigorous quality assurance processes, and ongoing support services, all designed to ensure the long-term success and sustainability of your pavement management program.

PMG's team comprises highly skilled professionals in project management, quality assurance, customer success, condition assessment, video capture, operations, data analysis, GIS mapping/development, public works, engineering, and town government supervision. Additionally, we possess extensive expertise in pavement maintenance and repair treatments, ensuring that all recommended solutions are practical and effective.

We utilize our proprietary RoadINsights™ platform, which provides an interactive and user-friendly interface for accessing and managing pavement data. Our commitment to innovation, quality, and client satisfaction makes PMG the ideal partner for your pavement management needs.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL**Key Personnel Qualifications****JAMES GOLDEN****Founder and CEO, Principal In Charge**James@PavementManagement.com

James Golden, founder and CEO of Pavement Management Group (PMG), has pioneered the roadway improvement industry for over 27 years and is a nationally recognized thought leader in pavement management. Mr. Golden founded PMG in 2011 and introduced his end-to-end Pavement Management Program (PMP), which is recognized as the most impactful in the industry.

What sets PMG apart is its real-world pavement experts, who use precise Pavement Condition Index (PCI) data according to ASTM standards to guide municipalities in improving their roadways and maximizing taxpayer dollars. These experts prescribe the proper treatment for the entire roadway network at the right time while providing cost and budget projections. Golden's mission is to revolutionize municipal roadway infrastructure management by empowering municipal leaders to make data-driven decisions that lead to optimal use of public funds.

Mr. Golden's journey in pavement management began with a keen understanding of the nationwide challenges public works departments face. Recognizing the limitations of traditional reactive maintenance approaches, he pioneered preventive maintenance strategies, emphasizing the importance of keeping good roads in good condition while addressing those in deteriorated condition. His philosophy, encapsulated in his mantra "Data-Driven Decisions Today, Better Roadways Tomorrow," highlights his commitment to leveraging advanced technologies and systematic approaches to enhance roadway networks.

Known for his engaging communication style, passion, and ability to convey complex concepts to diverse audiences, Mr. Golden is a sought-after speaker at public works conferences and a social media influencer. His podcasts, blogs, webinars, and LinkedIn posts are trusted resources for municipal infrastructure leaders nationwide. James is committed to educating and helping public works directors, municipal engineers, and elected officials adopt best practices in pavement management.

James Golden has significantly impacted public works and the engineering industry. Through his innovative, data-driven solutions and passionate advocacy for preventive maintenance, he has set new standards for pavement management, ensuring safer, more durable roadways and more efficient use of taxpayer dollars. His leadership inspires and drives positive change in the field, paving the way for a future where well-maintained road networks are the norm rather than the exception.

Mr. Golden holds degrees in Drafting Design Technology and Information Technology. He resides in Ohio with his wife and five children.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL**HOWARD MILLS****Partner**Howard@PavementManagement.com

Howard Mills is Executive Vice President for Business Development and External Affairs of Pavement Management Group, America's leading pavement management consultancy. Howard is an Independent Director of Genworth Financial, Inc. and The Doctors Company Group. He is a Senior Advisor to McKinsey & Company. Mr. Mills is a National Association of Corporate Directors Governance Fellow.

Howard began his career in the public sector, serving as Federal Grants and Projects Director to U.S. Representative Benjamin A. Gilman before being elected a Town Councilman at 24. He was next elected Supervisor of the Town of Wallkill, NY, and was re-elected twice. Under his leadership, the Town implemented an innovative pavement management program, completed significant infrastructure projects, closed and capped a US EPA brownfield hazardous waste site, and improved its bond rating while stabilizing taxes. In 1998, Mr. Mills was elected to the New York State Assembly, where he served three terms and rose to the office of Deputy Minority Leader. In 2004, he was the Republican nominee for the United States Senate in New York. In 2005, Howard was nominated and unanimously confirmed by the New York State Senate to serve in the Cabinet of Governor George Pataki as Superintendent of the New York State Insurance Department.

Mr. Mills is a retired Deloitte Managing Director and Global Insurance Regulatory Leader. During his 14-year career at Deloitte, Howard advised C-Suite leaders and the Boards of Deloitte's most prominent global financial services clients in the areas of regulatory & reputational risk, strategy, enterprise risk management, executive positioning, financial communications, crisis management, M&A and public policy while working in over 50 countries around the globe. During his tenure as Superintendent of the New York State Insurance Department, 2005-2006, he led the department's transition to conducting risk-based examinations, was a leader at the National Association of Insurance Commissioners on issues such as principles-based reserving for life insurance companies, terrorism risk insurance, and disaster preparedness. He was active at the International Association of Insurance Supervisors, was a Member of the Presidential Financial and Banking Information Infrastructure Committee, served as Co-Chair of the International Commission on Holocaust Era Insurance Claims, and frequently testified before Congress.

Mr. Mills received a B.A. in political science from Marist College and his M.A. in public administration from American University. As a visiting scholar, he completed a one-year course in PPE (politics, philosophy, economics) at Mansfield College, Oxford University. He resides with his family in New York.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL



Gerben Roseboom

Partner, Chief Operating Officer

Gerben@PavementManagement.com

Gerben Roseboom M.A. is the Chief Operating Officer of Pavement Management Group (PMG), bringing over 25 years of experience in telecommunications, digital infrastructure, and pavement management. With a track record of optimizing complex systems through technology, AI, and data-driven solutions, he is critical in streamlining PMG's operations and expanding its impact in municipal roadway management. As a

senior advisor and investor, he is passionate about helping municipalities develop safer, more sustainable roads through innovation and strategic planning.

Throughout his career, Gerben has successfully led operational teams and business development initiatives across Europe, Asia, and the U.S., driving market expansion and revenue growth. His expertise in infrastructure technology includes pioneering advancements in underground imaging, earning international recognition such as the Industry Choice Award at the 2018 World Gas Conference for a groundbreaking 3D radar system. His ability to integrate cutting-edge solutions into legacy systems has consistently improved efficiency and long-term asset management.

At PMG, Gerben focuses on optimizing workflows, leveraging AI-powered data analytics, and fostering strategic partnerships to enhance pavement preservation and maintenance strategies. His leadership ensures municipalities maximize taxpayer dollars while extending roadway lifespans through sustainable infrastructure planning. With a forward-thinking approach and a commitment to innovation, he continues to drive PMG's mission of transforming roadway management with technology-driven insights and operational excellence.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL**Donato Michele Moscaritolo****Partner, Chief Technology Officer**Michele@PavementManagement.com

Dr. Donato Michele Moscaritolo is the Chief Technology Officer of Pavement Management Group (PMG), bringing a wealth of experience in AI-driven technology, computer vision, and real-time imaging applications. With a Ph.D. in Physics from the University of Siena and an M.Sc. in Computer Science Engineering, his expertise spans research, product development, and leadership in advanced technology solutions. His academic background includes postmaster studies in Applied Biomedical Engineering at Johns Hopkins University, where he specialized in medical image processing, quantum mechanics, and biophotonics.

Throughout his career, Dr. Moscaritolo has held pivotal roles in research and technological development across various industries. As Innovation Director at MapXact BV, he led technological strategy and R&D efforts in underground mapping and network analysis. He previously served as Chief Technology Officer at Aerialtronics DV, spearheading the development of AI-powered UAV camera systems for real-time inspections. His work has also included AI-based waste tracking in Amsterdam, UAV-based building inspections, and advanced imaging solutions for medical applications at Abbott Medical Optics and Philips Research.

A thought leader in AI, robotics, and imaging technologies, Dr. Moscaritolo has delivered invited talks at NVIDIA conferences and has contributed to numerous patents and publications on AI, fundus imaging, and automated optical assessments. At PMG, he is focused on revolutionizing pavement management through AI-enhanced condition assessments, predictive modeling, and GIS-integrated solutions. His commitment to sustainable technology and smart cities aligns with PMG's vision of optimizing infrastructure investments and extending roadway lifespans with cutting-edge innovation.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL**DAN PATENAUDE, P.E.****Client Success Coach**Dan@PavementManagement.com

Dan Patenaude is a licensed professional engineer (Civil—Vermont) with extensive experience in both public and private sector pavement management. At Pavement Management Group (PMG), he helps clients maximize the benefits of a disciplined, data-driven approach to roadway maintenance. His career began in private-sector construction management and commercial real estate development before transitioning to the public sector in 1992 as Superintendent of Highways and Commissioner of Public Works for the Town of Wallkill, NY. Recognizing the need for a strategic pavement management system, he led the town's adoption of a computerized approach in 1993, improving the network's Pavement Condition Index (PCI) from 76 to 83 over a decade through proactive maintenance strategies.

Returning to the private sector in 2002, Dan spent 20 years working with pavement preservation and recycling contractors along the U.S. East Coast. Most recently, as Sales & Marketing Manager at indus, he and his team helped over 200 municipalities annually integrate cost-effective treatments such as crack sealing, fog sealing, micro-surfacing, and full-depth reclamation into their pavement management programs. His expertise led to his selection by the Pavement Preservation and Recycling Alliance to develop the Network Optimization section of *RoadResource.org*, a widely respected tool for pavement managers.

Today, Dan collaborates with public agencies, contractors, suppliers, and consultants, guiding cost-effective infrastructure improvements. He holds a B.S. in Civil Engineering from the University of Vermont and an MBA from Curry College. He and his wife reside in Vero Beach, Florida.

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ANGELIA BISBEE, GISP

Solution Consultant and Director of Product

Angel@PavementManagement.com

Angelia Bisbee is a Solution Consultant at Pavement Management Group, America's leading roadway maintenance consultancy. The GIS Certification Institute awarded Angelia the designation of GISP, certifying her knowledge and experience as a qualified geographic information science professional (GIS) professional.

Angelia began her career in 1999 in the Pavement Engineering/ Roadway Infrastructure Asset Management group at Vanasse, Hangen, Brustlin, Inc. She has worked in numerous municipalities from Maine to Florida, with most projects concentrated in New York, Connecticut, and Massachusetts.

Since starting her new role at Pavement Management Group in 2022, Angelia has continued to use her unique expertise in the following areas:

- RoadINsights™ Dashboard Development
- Asset Data Collection, Analysis, and Reporting.
- Project Management and Planning
- Quality Assurance/Control
- GIS Mapping and Web Development
- Budget/Target Driven Scenarios
- Geospatial Web Development and Administration
- AI Distress Recognition, Machine Learning, and Model Training

Ms. Bisbee received a B.A. in Spanish from the University of Massachusetts at Amherst and a Master of Science in Geographic Information Science from Pennsylvania State University, with an additional Graduate Certificate in Geospatial Programming. She resides in the hills of western Massachusetts.

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DILLON GOLDEN

Project Manager and Operations Coordinator

Dillon@PavementManagement.com

Dillon Golden is a Project Manager and Operations Coordinator at Pavement Management Group (PMG) and a Certified associate in project management. His multifaceted role involves collaborating with clients, meticulously managing roadway inventories, overseeing production teams, and delivering precise, actionable results on time.

Having joined PMG as an intern in 2016, Dillon swiftly immersed himself in the intricacies of the American Society of Testing and Materials (ASTM) roadway inspection process while doing boots-on-the-ground inspections in the field. His commitment and expertise led to a full-time position in 2017.

As he gradually gained insight into inspections and processes, Dillon ensured rigorous quality control and pioneered innovative practices. Recognizing the need for efficiency and enhanced data, he spearheaded the implementation of video capture for roadway inspections, streamlining timelines and providing clients with richer visual insights of their inventory into the final deliverables.

Dillon's journey continued alongside seasoned project managers, and in 2024, Dillon became PMG's Director of Operations. He works closely with Angel Bisbee (Geographic Information Systems Professional - GISP) and James Golden (CEO) to ensure roadway inventories are accurate for the RoadINsights Dashboard and to develop better systems at each project phase. Furthermore, Dillon has worked with James and our CTO, Donato Michele, on developing our proprietary AI distress identification and treatment qualification tools. With an unwavering commitment to excellence, Dillon navigates the intersection of project management and operations, orchestrating success for PMG and its valued clients.

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CORY JOYCE

GIS Analyst and IT Specialist

Cory@PavementManagementgroup.com

Cory Joyce is a Geographical Information Systems (GIS) and Information Technology Coordinator at Pavement Management Group (PMG) and a Central Ohio Technical College graduate with an associate of applied business in Information Technology. His role involves creating and managing roadway inventories and RoadINSights - PMG's turn-key pavement management platform.

After joining PMG in 2017, Cory developed the skills and knowledge required for American Society of Testing and Materials (ASTM) inspections and Geographic Information System skills.

As he continued to develop skills in Geographic Information Systems, Cory helped modernize the inventory process and created a system that allows inventory and ASTM inspections to be done in the cloud, thus allowing clients to access their data from anywhere. Furthermore, Cory has worked with James and our CTO, Donato Michele, on developing our proprietary AI distress identification and treatment qualification tools and managing and backing up our cloud-based systems.

Cory continues to develop as a full-time Geographic Information Systems coordinator while working closely with Dillon Golden (Project Manager and Operations Coordinator) and Angel Bisbee (Geographic Information Systems Professional—GISP) to ensure that the RoadINSights platform is as accurate and feature-rich as possible for each project.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL**CAMERON MITTON****Customer Success Specialist**Cameron@PavementManagement.com

Cameron Mitton is a Quality Assurance Analyst and a Client Success Specialist at Pavement Management Group (PMG). He graduated from Central Ohio Technical College in 2021 with an Associate's Degree in Information Technology as an IT Specialist. Cameron began his career interning at Englefield Oil, where he excelled as an IT support agent, managing client relationships, resolving technical issues, and setting up workspaces for administrative personnel.

In November of 2021, he joined Pavement Management Group. At PMG Cameron trained with PMG Founder James Golden, gaining extensive roadway industry knowledge and mastering the technical skills necessary to perform Pavement Condition Index inspections to the American Society of Testing and Materials (ASTM) standards. This mastery has aided in working alongside James and our CTO, Donato Michele, in developing our proprietary AI distress identification and treatment qualification tools.

In his current role, Cameron leverages his expertise to support clients with PMG's pavement management dashboard and RoadInsights™, deliver detailed presentations, analyze data, and ensure the highest quality in all client deliverables. Cameron excels at translating client needs into comprehensible visualizations, skillfully combining existing data with new insights to provide clear and actionable information. His meticulous attention to detail and dedication to accuracy ensure exceptional service and client satisfaction.

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PROJECT EXPERIENCE

Pavement Management Group (PMG) has a proven track record of delivering high-quality pavement management solutions, consistently meeting project timelines and budgets while ensuring exceptional customer satisfaction. Our commitment to excellence is reflected in the positive feedback from our clients and the measurable improvements in their roadway maintenance programs.

PMG is blessed to have performed hundreds of thousands of thousands of ASTM D6433-based roadway condition assessments across several US states, serving hundreds of municipal clients in our 14 + years of company history. In 2024 Alone, PMG is proud to have provided turnkey pavement management services for over 60 clients in several states, including Ohio, New York, Pennsylvania, Tennessee, Massachusetts, Georgia, Florida, California, and Illinois, fulfilling over 15,000 lane miles of roadways for our clients. The following 10 references are a short list of recent projects; a complete client and project list is available upon request. All dedicated project staff members listed above served their unique roles as described for each of these projects.



Town of Smithtown, NY
758 Smithtown By-Pass
Smithtown, NY 11787

Robert Murphy
 Superintendent of Highways
 (631) 360-7500
Rmurphy@smithtownny.gov



In December 2024, PMG completed a turn-key pavement management project on the Town of Smithtown's 478-centerline mile roadway network. [Click here](#) to see Smithtown's RoadINSight's platform and Project Deliverables.



Town of Montgomery, NY
344 River Rd.
Montgomery, NY 12589

Shaun Meres
 Superintendent of Highways
 (845) 500-5780
Smeres@townofmontgomery.com



In August 2024, PMG completed a turn-key pavement management project on the Town of Montgomery's 69-centerline mile roadway network. [Click here](#) to see Montgomery's RoadINSight's platform and Project Deliverables.

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County of Putnam, NY
842 Fair St.
Carmel, NY 10512

Joseph Bellucci
 Deputy Commissioner,
 Department of Public Works
 (845) 742-4085
Joseph.Bellucci@putnamcountyny.gov



In September 2024, PMG completed a turn-key pavement management project on Putnam County's 117-centerline mile roadway network. [Click here](#) to see Putnam's RoadINSight's platform and Project Deliverables.



Village of Hempstead, NY
48 S. Service Rd. Suite 401
Melville, NY 11747

Marc Herbst
 Executive Director,
 Long Island Contractors Assoc.
 (631) 873-6985
mherbst@licanys.org

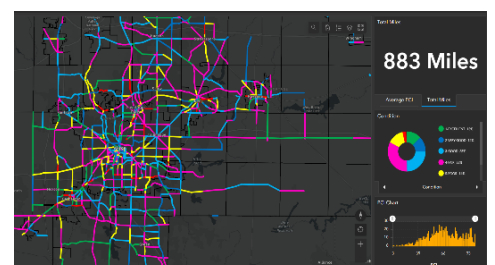


In July 2024, PMG completed a turn-key pavement management project on the Village of Hempstead's 72-centerline mile roadway network. [Click here](#) to see Hempstead's RoadINSight's platform and Project Deliverables.



AMATS
1 Cascade Plaza.
Akron, OH 44308

Curtis Baker
 Director
 (330) 375-2436
Cbaker@AkronOhio.gov



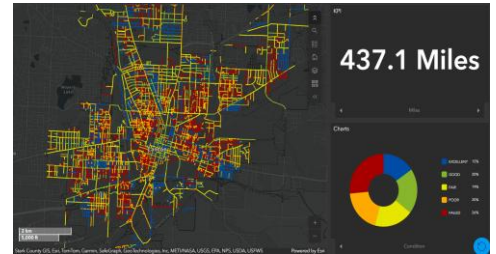
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In December 2024, PMG completed a turn-key pavement management project on the Akron Metro Area Transportation Study's 883-centerline mile roadway network. [Click here](#) to see AMATS's RoadINsight's platform and Project Deliverables.



City of Canton, OH
2436 30th St. NE – Bldg. A
Canton, OH 44705

Nick Loukas
 Traffic Engineer
 (330) 489-3370
Nick.loukas@cantonohio.gov

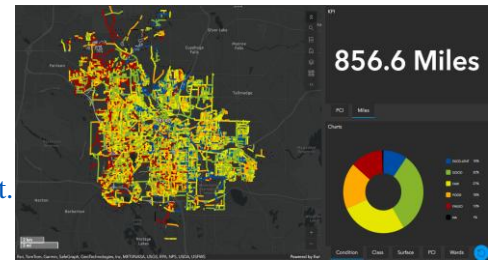


In July 2024, PMG completed a turn-key pavement management project on the City of Canton's 437-centerline mile roadway network. [Click here](#) to see Canton's RoadINsight's platform and Project Deliverables.



City of Akron, OH
1436 Triplett Blvd.
Akron, OH 44306

Anthony Dolly
 Superintendent, Highway Maint.
 (330) 375-2656
ADolly@akronohio.gov

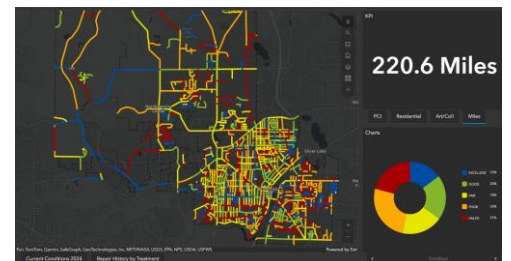


In October 2024, PMG completed a turn-key pavement management project on the City of Akron's 857-centerline mile roadway network. [Click here](#) to see Akron's RoadINsight's platform and Project Deliverables.



City of Cuyahoga Falls, OH
2310 2nd. St.
Cuyahoga Falls, OH 44221

Tony Demasi
 City Engineer
 (330) 971-8180
Demasitv@cityofcf.com



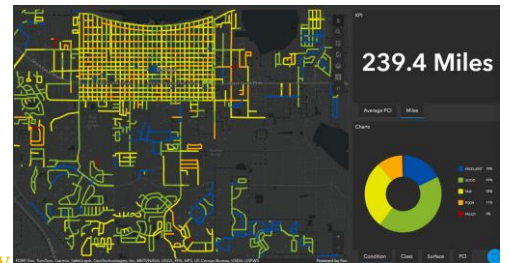
In April 2024, PMG completed a turn-key pavement management project on the City of Cuyahoga Falls's 221-centerline mile roadway network. [Click here](#) to see Cuyahoga Falls's RoadINsight's platform and Project Deliverables.

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City of St. Cloud, FL
1300 9th. St.
St. Cloud, FL 34769

Cameron Crandell
Deputy Public Works Director
(407) 957-7279
cameron.crandell@stcloudfl.gov

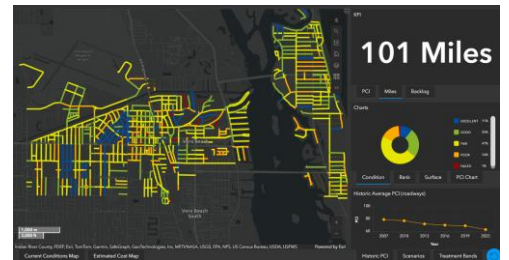


In November 2024, PMG completed a turn-key pavement management project on the City of St. Cloud's 239-centerline mile roadway network. [Click here](#) to see St. Cloud's RoadINSight's platform and Project Deliverables.



City of Vero Beach, FL
1053 20th Pl.
Vero Beach, FL 32960

Danessa Chambers
City Engineer
(772) 978-4815
DChambers@covb.org



In February 2024, PMG completed a turn-key pavement management project on the City of Vero Beach's 101-centerline mile roadway network. [Click here](#) to see Vero Beach's RoadINSight's platform and Project Deliverables.

Timeliness Adherence

PMG is committed to delivering projects on time and within budget, ensuring seamless execution and high-quality deliverables. Our structured project management approach includes real-time tracking, proactive communication, and transparent reporting, allowing clients to monitor progress at every stage.

To ensure full transparency and efficiency, PMG maintains a dedicated project dashboard using Monday.com, which is shared with clients throughout the engagement. This dashboard provides:

- **24/7 Real-Time Access** – Clients can track the status of completed, ongoing, and upcoming tasks at any time.
- **Detailed Task Management** – A structured breakdown of project phases, timelines, and responsibilities.
- **Live Updates & Adjustments** – Any scheduling changes (e.g., weather delays) are immediately logged and rescheduled within the system.

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Operational Meetings & Proactive Planning

During implementation and data collection phases, PMG establishes operational meetings to:

- **Review Progress** – Validate completed tasks, address outstanding action items, and ensure alignment with project timelines.
- **Utilize Dashboard Insights** – Meeting discussions are driven by real-time data from the project dashboard, ensuring all stakeholders are informed. Ensure stakeholders have 24/7 access to project status and timelines.
- **Adapt to Changes Efficiently** – If adjustments are needed due to weather conditions, access issues, or scheduling conflicts, updates are immediately reflected in the system, with contingency plans activated as necessary to ensure the project remains on track.

Capacity & Resource Management

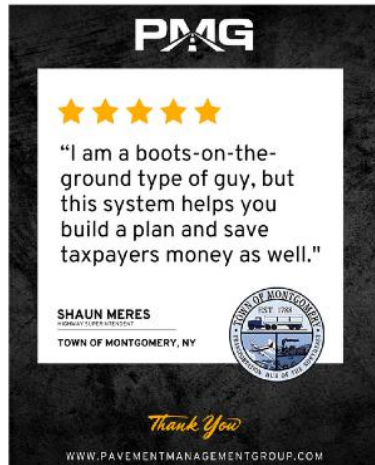
PMG has the staffing, expertise, and scalable infrastructure to successfully manage multiple projects simultaneously while maintaining high-quality standards and adherence to deadlines.

- **Project Volume & Parallel Execution**
 - PMG consistently manages between 5 and 15 active projects at any given time, often in different phases (data collection, analysis, quality control, and reporting).
 - Our project management system ensures smooth coordination across concurrent engagements, allowing for efficient resource allocation and progress tracking.
- **Scalable Workforce & Cross-Trained Team**
 - PMG's staff is highly skilled and cross-functional, enabling team members to perform multiple roles across data collection, AI analysis, and quality control (QC).
 - Our ability to scale resources up or down based on project demands ensures that we can meet tight deadlines without compromising quality.

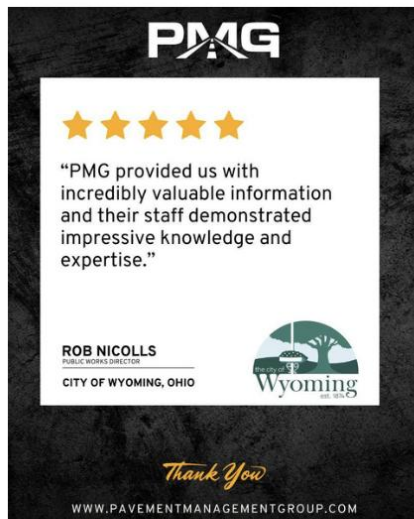
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Client testimonials

This is what some of our respective clients say about us.



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TECHNICAL PROPOSAL

Introduction

Pavement Management Group (PMG) is pleased to present our comprehensive, AI-driven pavement management solution for the Town of Greece, NY. With a proven track record of success across hundreds of municipalities, PMG specializes in data-driven roadway asset management, predictive maintenance planning, and GIS-integrated solutions.

Our approach combines:

- ✓ High-definition video-based data collection
- ✓ AI-powered distress analysis
- ✓ Automated Pavement Condition Index (PCI) calculations
- ✓ Predictive pavement lifecycle modeling
- ✓ Custom reporting and scenario-based budget forecasting

We are committed to delivering a future-proof pavement management program that aligns with the Town's long-term infrastructure goals.

Scope of Work and Project Approach

Kick-Off Meeting

Before commencing work, PMG will host a comprehensive teleconference kick-off meeting with the Town of Greece to ensure smooth execution and alignment with project objectives. This meeting will cover:

- **Review of Historical Data & Prior Treatments**

We will analyze all past pavement assessments, treatment histories, and maintenance records to maximize the value of previous investments and establish a robust foundation for our pavement management solution.

- **Project Schedule & Key Milestones**

PMG will present a detailed project timeline outlining all required tasks, milestones, and deadlines to ensure successful completion before the 2025 paving and resurfacing program.

- **Communication & Escalation Framework**

A communication and escalation matrix will be established to ensure clear roles, direct contact points, and structured issue resolution throughout the project.

A dedicated PMG representative will serve as the single point of contact, ensuring efficient coordination and prompt response to any concerns.

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- Weekly Operational Meetings & Real-Time Dashboard Monitoring**

PMG will hold weekly operational meetings throughout the implementation and data collection phases to discuss progress, resolve issues, and adjust schedules as needed. The PMG project dashboard will provide 24/7 real-time visibility, allowing the Town to:

- Monitor completed and upcoming tasks
- View scheduling updates, including rescheduling due to weather
- Track issue resolution and escalate concerns directly through the platform

- Proactive Issue Resolution & Service Commitment**

Suppose the Town is not satisfied with our service at any point. In that case, PMG will take immediate corrective action through a structured escalation and remediation process, ensuring minimal disruption to the schedule.

By implementing this structured kick-off framework, PMG ensures a transparent, efficient, and data-driven pavement management program for the Town of Greece from day one.

Inventory Development

PMG will establish a complete and accurate inventory of all Town-maintained roadways, defining the roadway network in logical pavement sections, typically on a block-by-block basis. Each pavement section will be tagged with inventory attributes using legacy data and input from our trained, skilled technicians. Typical characteristics include roadway name, section ID, from, to, length, width, area, additional area, functional classification, last construction date, and surface type. This thorough and organized inventory will provide an up-to-date and complete record of the roadway management sections under the Town's responsibility.

The following image is an example of a Pavement Network Inventory, which includes the details of all pavement sections within your data set

VIDEO LINK	ROAD NAME	SECTION	FROM	TO	LENGTH	WIDTH	AREA	RANK	SURFACE	LANES	SHOULDER
Pine Ave_01	Pine Ave	1	Royal Palm Blvd	Fairway Dr	212	26	5,524	Residential	Asphalt	2	ROL
Pine Ave_02	Pine Ave	2	Fairway Dr	25th St	622	19	11,815	Residential	Asphalt	2	ROL
Pine Ave_03	Pine Ave	3	25th St	26th St	325	20	6,504	Residential	Asphalt	2	ROL
Piper Dr_01	Piper Dr	1	Bonanza Ln	Aero Ln	189	23	4,354	Residential	Asphalt	2	ROL
Piper Dr_02	Piper Dr	2	Aero Ln	Lamplighter Ln	126	23	2,892	Residential	Asphalt	2	ROL
Piper Dr_03	Piper Dr	3	Lamplighter Ln	Dodger Rd	278	23	6,403	Residential	Asphalt	2	ROL
Piper Dr_04	Piper Dr	4	Dodger Rd	Aviation Blvd	256	23	5,878	Residential	Asphalt	2	ROL
Piper Dr_05	Piper Dr	5	Aviation Blvd	Pro Flite Dr	841	21	17,66	Residential	Asphalt	2	ROL
Piper Dr_06	Piper Dr	6	Pro Flite Dr	Cherokee Rd	595	21	12,496	Residential	Asphalt	2	ROL
Pirate Cove_01	Pirate Cove Ln	1	Ocean Dr	Coral Ave	688	22	15,145	Residential	Asphalt	2	ROL
Pirate Cove_02	Pirate Cove Ln	2	Coral Ave	A1A	493	22	10,866	Residential	Asphalt	1	F
Pirate Cove_03	Pirate Cove Ln	3	A1A	Club Dr	394	20	7,888	Residential	Asphalt	2	MIA
Point Ln_01	Point Ln	1	Indian Bay Dr	Begin Cul De Sac	211	20	4,215	Residential	Asphalt	2	MIA
Point Ln_02	Point Ln	2	Begin Cul De Sac	End Cul De Sac	248	10	2,479	Residential	Asphalt	2	MIA

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What This Means for the Town of Greece:

- **Accurate inventory of roads supports better management decisions.**
- **Integration with GIS provides seamless data visualization for maintenance planning.**

Once the inventory definition is completed, PMG will capture detailed visual documentation of the entire roadway network using high-definition streaming video. This data will be securely hosted on a web-based platform, giving town officials easy access to review, analyze, and reference.

Data Acquisition

PMG's imaging system is designed to minimize disruptions while ensuring efficient, high-quality data acquisition:

- **Single-Vehicle Surveying** – A PMG-operated vehicle performs the survey, eliminating the need for additional municipal personnel or traffic control.
- **Safe & Compliant Execution** – Vehicles operate at or below posted speed limits and surveys are conducted during off-peak hours to reduce community impact.
- **Transparent Coordination** – Before deployment, the project manager shares vehicle and driver details with relevant stakeholders (law enforcement, public works, municipal staff) to ensure a smooth and well-coordinated process.
- **Automated Geotagging & Metadata Collection**
Our imaging system automatically captures and tags essential metadata, ensuring accurate spatial alignment and record-keeping:
- **Precise GPS Geolocation** – Each image and video frame is tagged with latitude, longitude, and roadway segment information.
- **Time-Stamped Data** – Captures exact timestamps for each roadway segment, ensuring an accurate historical record.
- **Environmental Conditions Logging** – Metadata includes weather conditions and lighting levels, ensuring consistent image quality across different survey periods.

This automated metadata collection process ensures that municipalities can easily reference and validate roadway conditions at any time.

Quality Control Measures for Data Accuracy

To ensure high-quality and consistent data collection, PMG has implemented structured verification checkpoints throughout the imaging process:

- **Systematic Data Reviews by Operators**
Drivers perform quality checks at predefined intervals (after first 10 videos, then every 50 videos), verifying image clarity, GPS accuracy, and metadata tagging.

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- **Real-Time Monitoring via Field Dashboard**

Each survey vehicle is equipped with a custom dashboard, which provides operators with live status updates on surveyed roads and ensures full network coverage.

- **Issue Identification & Resolution via Esri Field Maps**

Operators can flag data anomalies, road access issues, or obstructions in real time. Alerts are sent directly to the project manager for review and scheduling adjustments. Any missed sections are rescheduled efficiently, ensuring no road segment is undocumented. This proactive quality assurance approach guarantees that all required roadways are accurately surveyed, reducing data gaps and minimizing rework.

Flexible Imaging Frequency & Re-Imaging Options

PMG offers flexible imaging schedules to accommodate each municipality's specific needs and budget constraints. The Town of Greece can select the preferred imaging frequency, whether annual, biannual, or as needed.

Most municipalities opt for a biannual (every two years) pavement condition analysis, as this schedule balances cost-efficiency with proactive maintenance planning. However, some agencies choose annual imaging and assessments to track year-over-year changes more closely and ensure early intervention for deteriorating road segments.

PMG also provides on-demand re-imaging services to support municipalities that need to monitor high-traffic corridors, evaluate newly paved sections, or assess roads after extreme weather events or construction projects.

Regardless of the chosen schedule, all imaging data is fully integrated into the RoadINsights™ platform, allowing municipalities to compare historical and current pavement conditions for trend analysis and long-term planning.

Turnkey Data Collection & Processing

PMG's onsite video capture personnel are highly trained in data collection best practices, ensuring:

- ✓ No additional hardware or data acquisition costs for the client.
- ✓ PMG-sourced, owned, and maintained specialized equipment for consistent execution and data quality.
- ✓ Minimal community impact while maximizing imaging efficiency.

This cost-effective, accurate, and minimally invasive roadway documentation process delivers a comprehensive, high-resolution visual record to enhance pavement management, long-term roadway planning, and GIS-based infrastructure assessments for the Town of Greece.

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The following image is an example of our data acquisition video captured result, providing a clean, smooth, and streaming HD video for all pavement sections within your network:



Condition Assessment

PMG will conduct a comprehensive ASTM D6433 condition assessment of the entire roadway network, establishing a Pavement Condition Index (PCI) score for each section. This process involves a detailed evaluation of pavement distresses and their severity, supported by rigorous quality control measures to ensure the highest levels of accuracy and reliability.

The objective data collected serves as the foundation for prioritizing maintenance and rehabilitation activities, enabling data-driven decision-making that maximizes roadway lifespan and optimizes infrastructure investments.

PMG strictly adheres to ASTM D6433-23, the globally recognized standard for assessing the condition of asphalt and concrete surfaces. Initially developed by the U.S. Army Corps of Engineers and supported by the American Public Works Association (APWA), this methodology provides a consistent, standardized approach to evaluating pavement distress.

Our skilled Condition Assessment Team ensures all quality-checked distress data is properly validated and prepared for PMG's automated PCI calculation tool, guaranteeing precise, repeatable, and standardized condition assessments across the roadway network.

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The PCI scale (0-100) is used to quantify pavement condition, with 0 representing the worst condition and 100 indicating newly paved or excellent condition. Each roadway management section receives a PCI score, offering a clear, objective measure for prioritizing roadway maintenance and rehabilitation projects.

AI-Driven Pavement Condition Analysis

PMG has developed proprietary AI-driven data analysis tools that integrate our internal expertise with cutting-edge machine learning technology. Our high-definition video data collection process captures roadway surfaces in extreme detail, allowing our AI-powered distress recognition system to analyze and classify individual frames with unmatched precision.

- **Automated Distress Identification & Classification**
 - AI detects all 20 recognized distress types for asphalt and 19 for concrete, classifying them as low, medium, or high severity.
 - The system assigns accurate distress quantifications, ensuring objective and repeatable condition assessments.
- **Industry-Leading AI Accuracy**
 - PMG's AI models are trained on a proprietary dataset containing millions of real-world pavement distress images captured over decades of field assessments.
 - Confidence levels exceed 90%, surpassing traditional manual assessments and generic AI-based tools.
- **Automated PCI Calculations for Standardized Reporting**
 - PCI scores are calculated directly from AI-analyzed distress data, eliminating inconsistencies and enhancing decision-making accuracy.

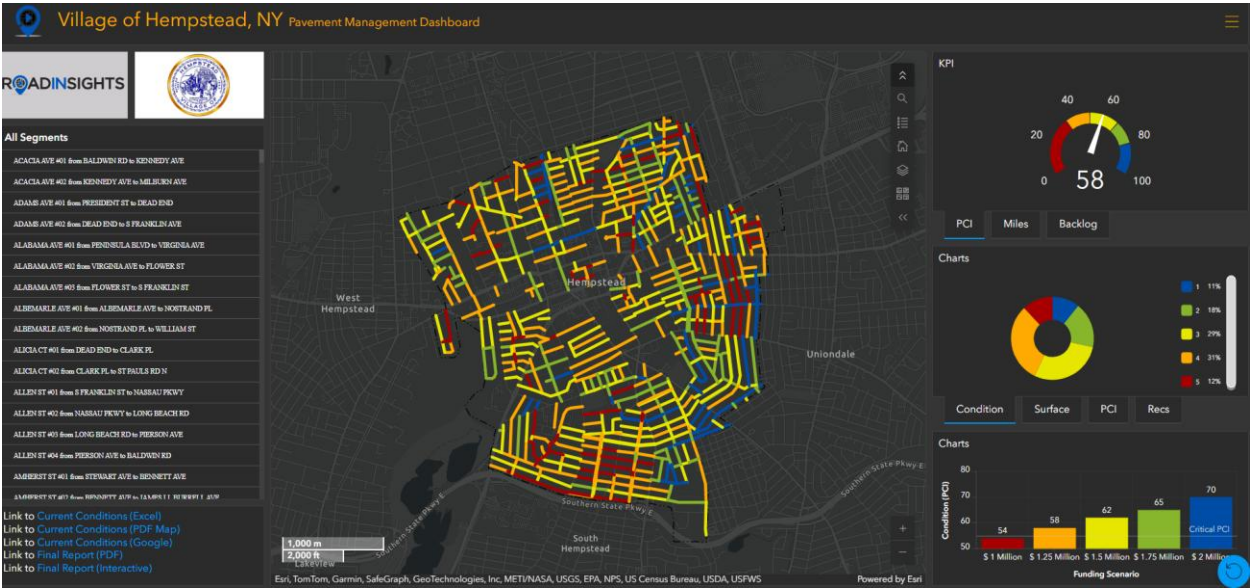
RoadINsights™ Interactive Condition Filtering and Viewing

The RoadINsights™ pavement management application not only provides all of the data analytics concerning the conditions of your entire roadway network, and each individual section, but offers an interactive filtering system that enables you to view and filter upon several key inventory characteristics including:

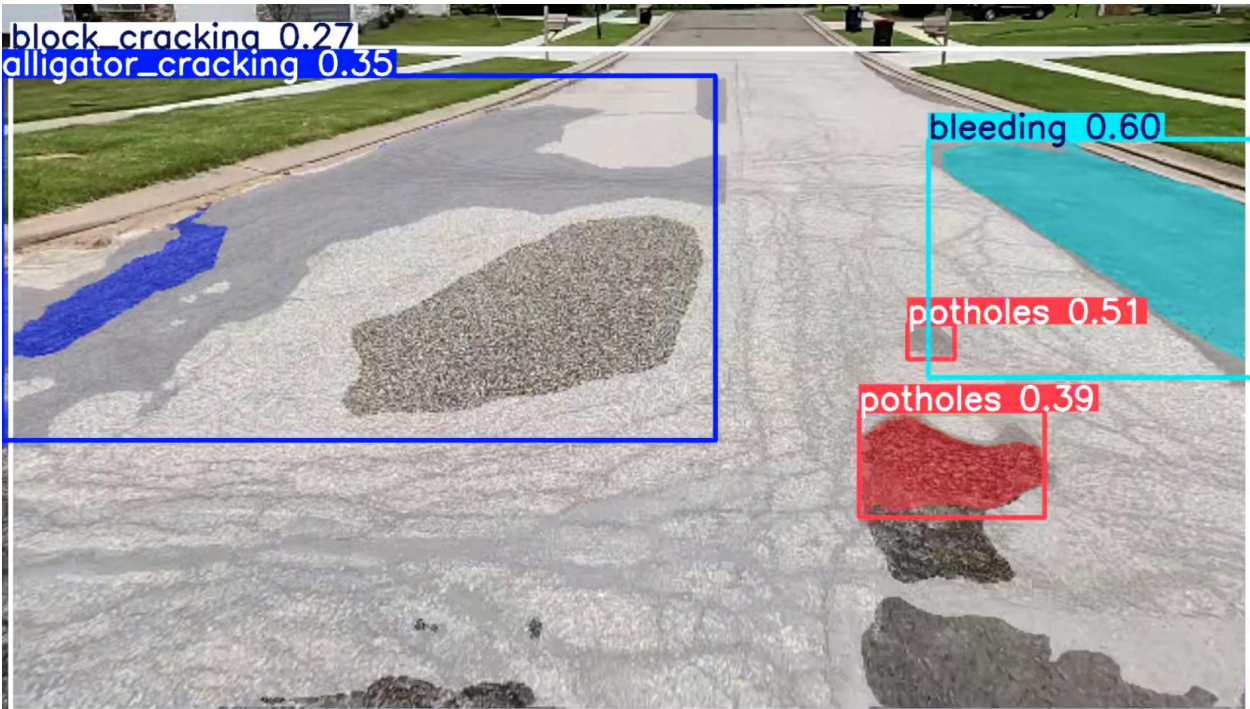
- Functional Classification for prioritization
- Zone, Ward or Hamlet
- Surface Type
- Custom PCI scale ranges

The following image is an example of the RoadINsights™ platform, showing current roadway conditions:

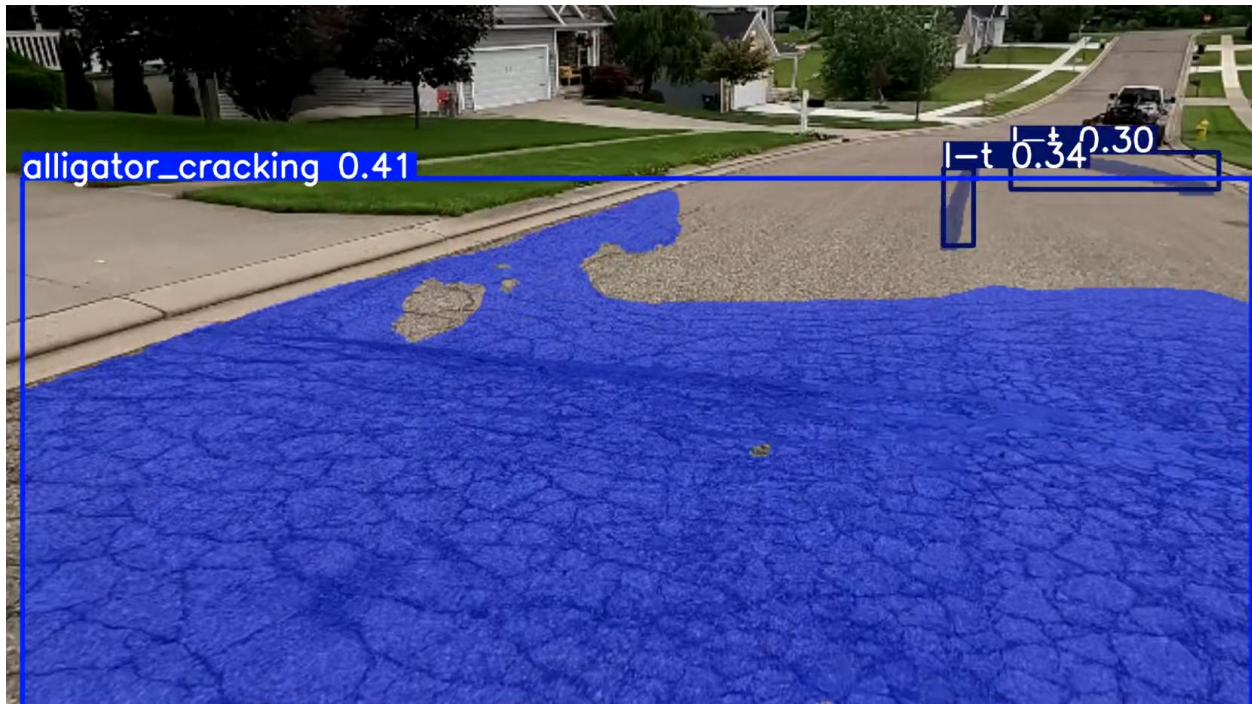
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The following images highlight our in-house developed AI distress and severity recognition.



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Quality Assurance & Data Validation

PMG employs a multi-tiered Quality Assurance (QA) process to maintain data accuracy, consistency, and compliance with ASTM standards:

- **Comprehensive AI & Human Expert in the Loop**
 - All AI-generated distress data undergoes a rigorous post-processing review by our QA specialists to ensure full ASTM D6433 compliance.
 - A randomized validation process is implemented, with 5% of all distress-identified frames and 5% of finalized PCI calculations undergoing manual expert review.
- **Automated Quality Control Checklist**
 - Our AI continuously refine its distress classification algorithms, using real-time feedback loops to enhance model accuracy.
 - Any identified data discrepancies are flagged for immediate remediation, ensuring that every assessment meets the highest accuracy standards.
- **Continuous Improvement & Model Optimization**
 - Ongoing AI refinements, based on real-world pavement data, ensure continuous improvement in defect detection accuracy.
 - Feedback from field assessments and municipal partners is integrated to enhance model learning and adaptability.

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By adhering to these rigorous quality standards and leveraging state-of-the-art AI-driven technology, PMG ensures that the condition assessment process is comprehensive, accurate, and highly reliable. Our innovative, data-driven approach provides the Town of Greece with deep, actionable insights into its roadway network, enabling proactive, cost-effective decision-making that maximizes taxpayer investments and enhances roadway performance.

Data Integration and GIS Compatibility

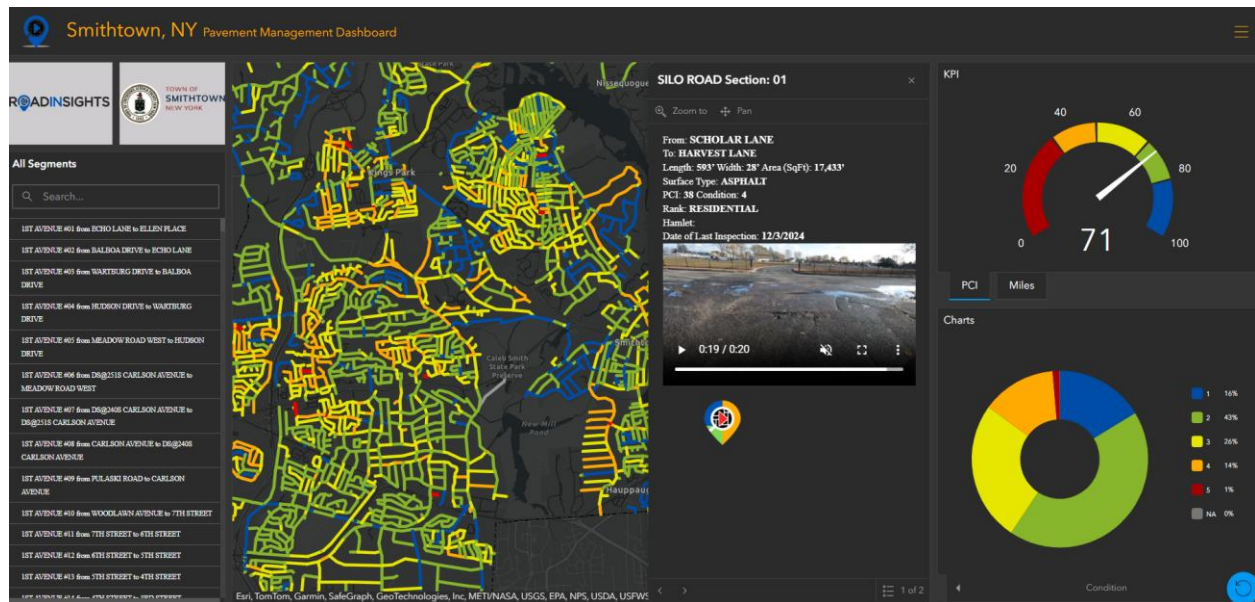
PMG leverages extensive expertise in pavement management and advanced Geographic Information Systems (GIS) to deliver a comprehensive and effective data integration process. All collected pavement management data will be formatted into compatible GIS shapefiles or geodatabases, facilitating seamless spatial analysis and mapping. We leverage real-time API capabilities to enable custom data exchanges with existing municipal asset management platforms. These solutions support the Town's planning and decision-making processes with geospatial accuracy and comprehensive data visualization.

PMG's pavement management system is designed for maximum accessibility, ensuring municipal staff can securely access, analyze, and manage pavement condition data from any location.

- **Multi-Device Compatibility**—The platform is accessible via desktop, mobile, and tablet interfaces, allowing field crews, engineers, and decision-makers to interact seamlessly with real-time pavement data.
- **Cloud Deployment** – Hosted securely in the cloud, ensuring scalability, reliability, and minimal IT maintenance for the municipality.
- **24/7 Data Access & Downloadability** – Town officials can review, analyze, and export pavement condition data anytime, supporting proactive decision-making, reporting, and budget planning.

The image below highlights our GIS integration strengths and capabilities, through the RoadINsights™ software platform:

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Our team is proficient in utilizing ArcGIS as our GIS platform, and we are supported by skilled GIS analysts and GISP-certified professionals. The data will be accessible in the desired shapefile and geodatabase formats and presented through our customized ESRI and ArcGIS dashboard, RoadINsights™. This cloud-based pavement management software offers an interactive, user-friendly interface that displays all pavement inventory and condition data, empowering Town officials with tools for informed decision-making and strategic planning.

Recognizing that the Town of Greece employs GIS technology in its operations, PMG ensures full compatibility and integration of our data with the Town's existing GIS infrastructure. This alignment enables Town officials to access, analyze, and download pavement management data 24/7 through our RoadINsights™ platform or directly within their internal GIS systems. By adhering to industry standards and ensuring seamless integration, PMG provides the Town of Greece with a robust and accurate foundation for its pavement management system.

Optimized Treatment Qualification

PMG has developed a proprietary AI Treatment Recommendation Tool designed by in-house experts specializing in pavement treatment qualification to enhance this process. This tool analyzes each frame of high-definition video, identifying the type, severity, and extent of pavement distresses in real time. Using this detailed analysis, the AI calculates the most effective treatment recommendation category, ensuring that proposed maintenance and repair activities align with the industry's best practices and the Town's specific goals and available treatments.

The AI Treatment Recommendation Tool classifies roadways into one of five maintenance and repair categories. It provides automated treatment recommendations based on distress severity, roadway classification, and cost-effectiveness.

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This ensures that resources are applied efficiently, extending pavement life while reducing long-term maintenance costs.

The image below highlights our AI automated treatment recommendation tool, all results are quality checked in tandem with PMG expertise for final results:



Five-Tiered Treatment Approach

1. Rejuvenation (PCI: 90-100)

- Targets high-performing roads to extend lifespan before deterioration begins.
- Includes surface treatments and sealants to prevent early-stage oxidation and wear.

2. Preventive Maintenance (PCI: 70-89)

- Addresses minor defects before they escalate, preserving the road's structural integrity.
- Treatments include crack sealing, minor patching, and protective surface coatings.

3. Preservation (PCI: 50-69)

- Applied to pavements with moderate distress, requiring preventative overlays and resurfacing solutions.
- Helps maintain usability, slow deterioration, and defer costly structural repairs.

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

4. Structural Maintenance (PCI: 30-50)

- Targets roads with severe distresses requiring substantial intervention.
- Involves full-depth patching, structural overlays, and partial reconstruction to restore integrity.

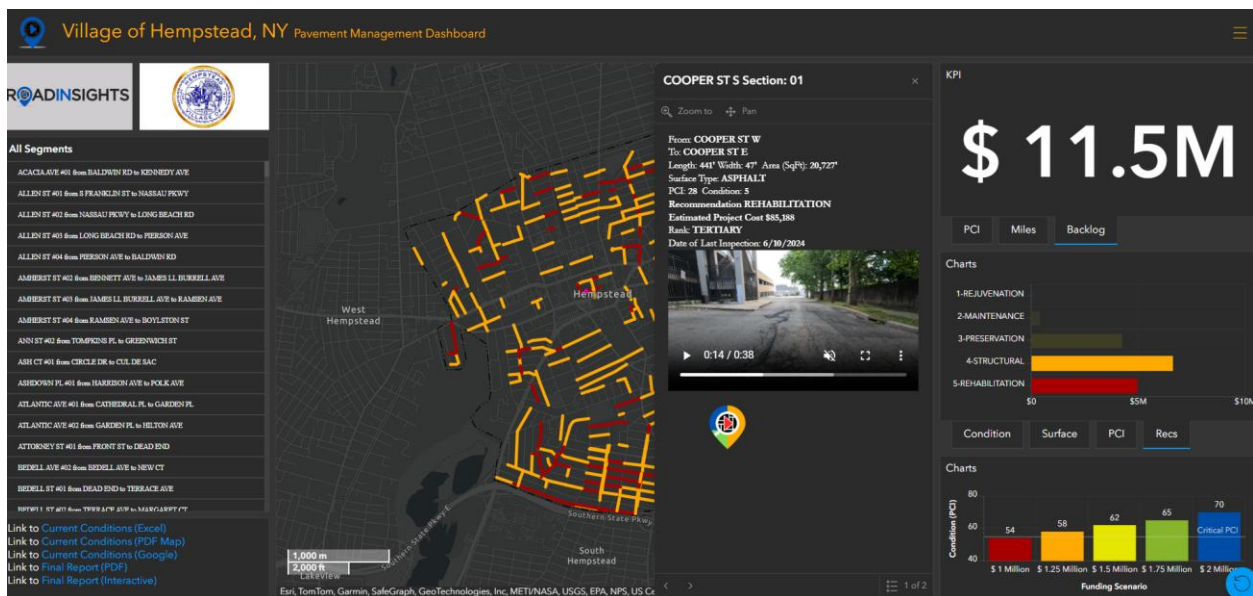
5. Rehabilitation (PCI: 0-29)

- Reserved for roads with extensive damage, requiring complete reconstruction or major base/subbase repairs.
- Includes full pavement removal, replacement, and foundational reinforcement.

Your qualified treatment recommendations are seamlessly integrated into your RoadINsights™ experience, allowing you to analyze and prioritize treatments from a map-driven and project planning perspective. This interactive visualization enables data-backed decision-making, ensuring roadway investments are strategically applied for maximum impact on safety and drivability.

PMG delivers a highly efficient, data-backed treatment planning process by combining AI-driven insights with decades of pavement management expertise. This approach streamlines decision-making, enhances budget efficiency, and ensures that every dollar spent on roadway maintenance is applied to the right treatment, at the right time, for the right pavement section.

The image below highlights our Optimized Treatment Approach within the RoadINsights™ platform:



24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Predictive Pavement Performance Modeling

PMG has developed a data-driven predictive modeling framework that enables municipalities to forecast pavement performance and optimize long-term maintenance planning accurately. Leveraging our AI-driven condition assessments, rigorous quality assurance processes, and extensive pavement lifecycle expertise, our models provide municipalities with the insights necessary to make proactive, cost-effective roadway management decisions.

Our predictive pavement performance models are built upon three critical data inputs:

AI-Assessed Pavement Condition Data – Our proprietary AI-driven distress recognition technology, supported by expert quality assurance, delivers highly accurate and standardized condition assessments. This ensures that every pavement section's current state is precisely classified, establishing a reliable baseline for predictive modeling.

Pavement Age & Historical Performance Trends – By incorporating construction dates, past maintenance history, and pavement material properties, we analyze how similar roadways have aged over time under varying traffic loads and environmental conditions.

Deterioration Modeling & Lifecycle Analysis – Our models integrate industry-validated pavement deterioration curves, enhanced by real-world data captured across decades of roadway assessments. This allows us to predict future pavement conditions and estimate how various maintenance strategies impact long-term pavement health.

PMG's predictive models empower municipalities to:

- Anticipate pavement deterioration and proactively schedule maintenance to extend service life.
- Optimize budget allocation by identifying the most cost-effective interventions at the right time.
- Compare treatment strategies to determine which maintenance approaches yield the greatest return on investment.
- Develop long-term capital improvement plans based on accurate, data-backed pavement performance projections.

Your predictive performance insights are seamlessly integrated into the RoadINsights™ platform, allowing for visual forecasting, scenario analysis, and budget-driven planning. This advanced capability gives municipalities a strategic roadmap for maximizing pavement lifespan while minimizing costly reactive repairs.

PMG delivers the most accurate, actionable, and cost-effective predictive modeling solutions through our expertise in pavement management, advanced AI technologies, and continuous model refinement. This ensures that roadway infrastructure investments are proactive, not reactive.

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Budget/Target Driven Scenario Analysis

PMG will develop at least five budget and target-driven scenarios to support proactive, cost-effective roadway management. These scenarios project future roadway conditions under various financial and performance-based strategies. These scenarios provide the Town of Greece with a strategic framework to evaluate the long-term impact of different funding levels and treatment approaches, ensuring roadway investments are data-driven, efficient, and aligned with community goals.

Each scenario is designed to answer a critical financial or performance question, allowing the Town to assess the trade-offs between budget constraints and pavement condition outcomes. PMG's advanced predictive modeling and RoadlNsights™ platform visualize these scenarios, empowering Town officials to make informed, long-term infrastructure decisions.

PMG's Five Core Budget & Target-Driven Scenarios

1. Annual Average PCI Based on Current Budget & Treatment Plan

Projects the annual average Pavement Condition Index (PCI) over the next five years, assuming no changes to the current budget or treatment strategy. A baseline projection of how existing funding levels will impact roadway conditions over time is provided.

2. Annual Budget Required to Maintain Current PCI

Determines the minimum annual budget needed to prevent overall PCI decline and maintain the current average condition. Helps Town officials assess financial sustainability and the long-term viability of existing funding levels.

3. Annual Budget Required to Increase PCI by 5 Points

Calculates the annual investment needed to improve the overall PCI score by five points within five years. Illustrates the cost vs. condition impact of increasing funding to enhance roadway conditions.

4. Annual Budget Required to Get All Roadways Above Critical PCI

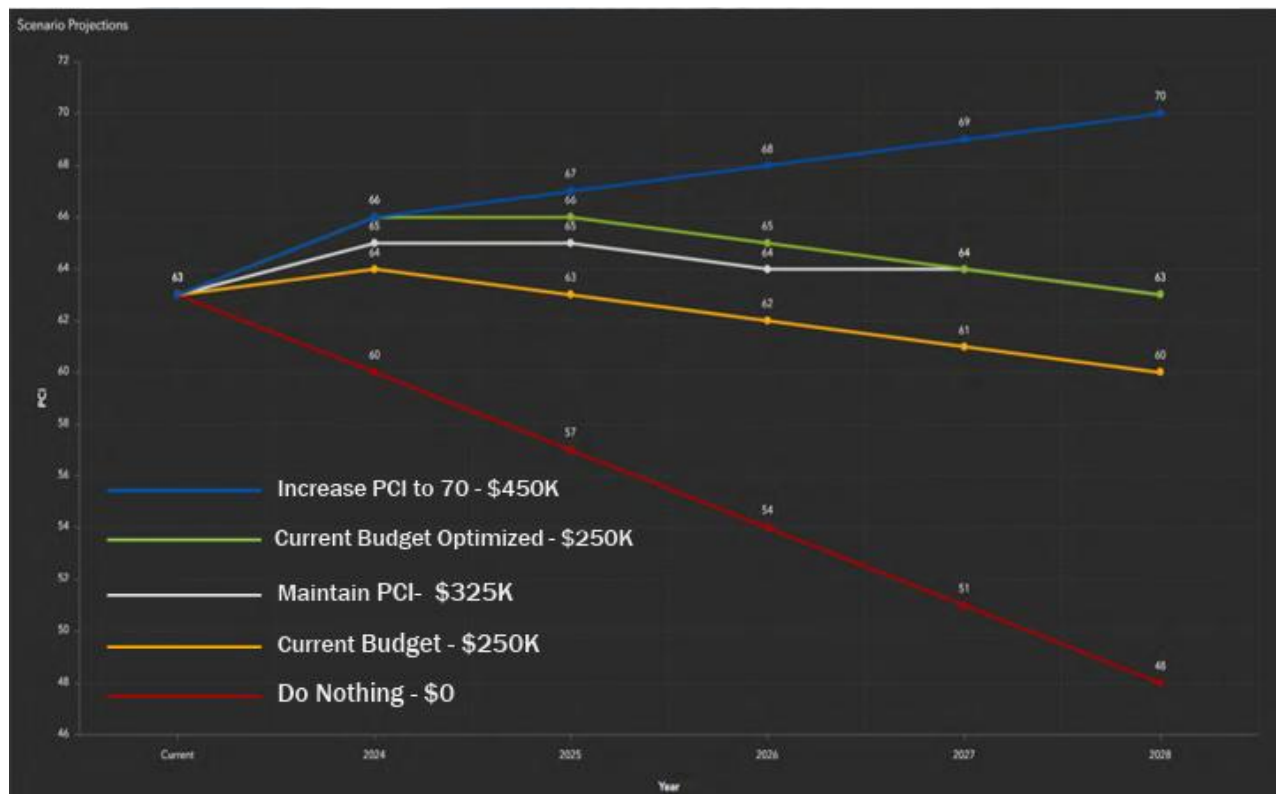
Identifies the budget required to raise all roadways above a critical PCI threshold, ensuring no sections fall into severe disrepair. Prioritizes the rehabilitation of failing pavements to prevent costly full reconstruction.

5. Resulting PCI from Various Budget Levels

It models the impact of different budget levels on the Town's roadway network over time. It enables scenario comparisons, helping officials visualize increasing or decreasing funding outcomes.

The following image represents an Example of a five-year budget-driven scenario results within the RoadlNsights™ platform:

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Data-Driven Decision-Making for Maximum Impact

By leveraging advanced predictive modeling and decades of pavement management expertise, PMG ensures accurate forecasts and financial planning insights for each scenario. These analyses are fully integrated into the RoadINsights™ platform, allowing the Town of Greece to explore various budget scenarios from a map-driven, project-planning perspective.

This strategic capability supports the Town's multi-year project planning efforts, enabling officials to prioritize roadway investments, align funding with long-term infrastructure goals, and develop phased maintenance strategies that optimize pavement conditions over time. By visualizing different funding scenarios, the Town can proactively plan for future roadway needs, ensuring that financial resources are applied most efficiently and effectively.

This data-driven approach ensures that every dollar spent is allocated toward maximizing roadway lifespan, minimizing future costs, and achieving the Town's infrastructure goals—while maintaining fiscal responsibility.

Project Deliverables

PMG will provide the following comprehensive deliverables as part of our pavement management program for the Town of Greece:

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1. **Excel Spreadsheet:** This spreadsheet includes your inventory and condition pavement management data, including streaming video playback.
2. **Shapefile or Geodatabase:** Includes all inventory, condition data, and streaming video links for seamless GIS integration.
3. **Final Project Report:** This report, available in PDF, print, and interactive formats, presents the pavement management plan's results, including data analysis, treatment recommendations, and projected budget scenarios.
4. **RoadINsights Interactive Pavement Management Solution:** RoadINsights™ is a centralized, interactive platform that hosts all project deliverables, providing a user-friendly interface for accessing, analyzing, and managing pavement management data. This dynamic system displays the entire roadway inventory and condition data, equipping Town officials with the tools needed to make informed decisions and develop strategic, data-driven maintenance plans.

Implementation timeline

PMG follows a structured phased implementation plan to ensure our pavement management solutions' seamless, efficient, and effective deployment. Our approach minimizes disruptions, optimizes performance, and provides municipalities with actionable insights from day one.

Phase 1: Initial System Setup, Hardware Deployment, and Imaging

- System Configuration & GIS Integration – PMG configures the platform to align with municipal GIS and asset management systems.
- Equipment & Hardware Deployment – High-definition imaging systems, AI-processing units, and cloud-based infrastructure are set up and tested.
- Roadway Imaging & Data Collection – PMG deploys trained field teams to perform comprehensive roadway imaging, ensuring complete coverage.

Phase 2: AI Model Calibration & Customization

- AI Model Training on Local Road Data – PMG fine-tunes its AI-powered distress detection algorithms to align with regional pavement conditions.
- Custom Defect Thresholds & Classification – Adjustments reflect municipal standards, climate-specific conditions, and roadway priorities.
- Automated Treatment Recommendations – AI-generated repair and maintenance plans are validated and adjusted as needed.

Phase 3: Staff Training & Operational Launch

- Comprehensive Training for Municipal Staff – PMG provides hands-on training for officials, engineers, and field crews on data interpretation, reporting, and GIS integration.

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- User Access & Role-Based Permissions – Secure login credentials are provided, ensuring controlled, role-based access to RoadINsights™.
- Pilot Testing & Final Adjustments – The system is launched in a test environment, allowing users to familiarize themselves before full deployment.

Phase 4: Ongoing Performance Evaluation & Refinement

- Continuous System Monitoring – PMG tracks AI performance, user interactions, and data accuracy to make necessary refinements.
- Quarterly Check-Ins & Enhancements – Regular performance reviews ensure the system remains aligned with evolving municipal needs.
- Technical Support & Long-Term Optimization – Our client success team provides ongoing support, updates, and additional training as required.

Project Planning and Execution

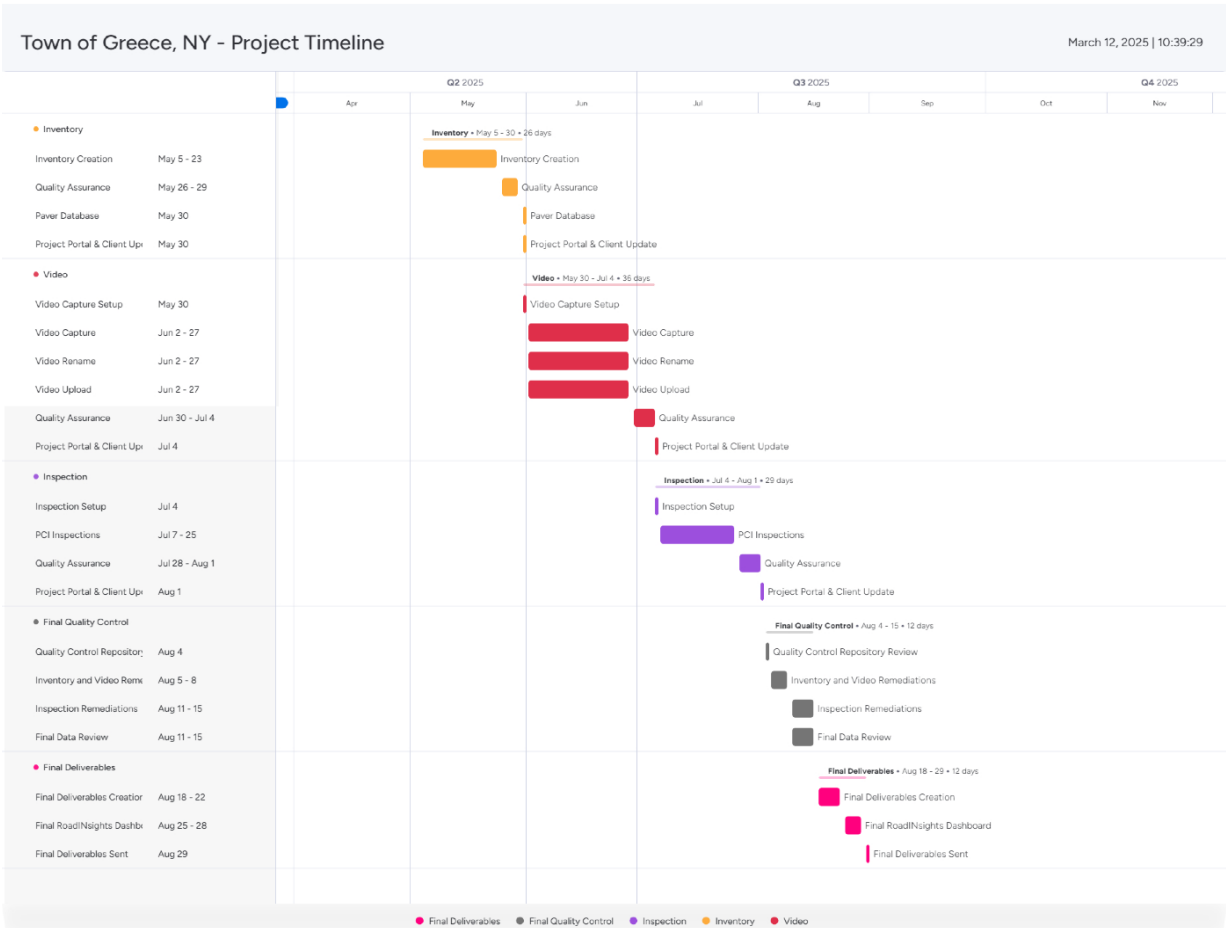
PMG uses Monday.com as our primary project management and collaboration platform to ensure efficient planning, execution, and transparency across all projects. This system allows us to streamline workflows, track progress in real-time, and keep clients fully informed throughout every project phase.

How We Use Monday.com for Project Planning

- Structured Project Timelines – Each project is mapped out with clear milestones, deadlines, and dependencies, ensuring that all tasks progress efficiently.
- Real-Time Updates & Tracking – Internal teams can access the dashboard 24/7 to view completed tasks, upcoming work, and any adjustments to the schedule.
- Task Assignments & Resource Allocation – Our teams are assigned specific roles within Monday.com, ensuring accountability and efficient resource utilization.
- Automated Alerts & Notifications – Any schedule changes, such as weather delays or priority shifts, are immediately logged, and clients receive automatic updates.
- Weekly Progress Reviews – We conduct weekly operational meetings, using insights from Monday.com to assess progress, address challenges, and optimize workflows.

Example for how this project timeline could look like for the Town of Greece:

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL



Ongoing Support and Training

A successful pavement management program extends beyond data collection and analysis, and requires ongoing support, training, and expert guidance to ensure long-term effectiveness. PMG is committed to being a trusted partner, providing comprehensive support services designed to help the Town of Greece maximize the value of its pavement management system and RoadINsights™ platform.

Each client receives a dedicated Client Support Specialist, available throughout the entire contract period and experience with PMG. This specialist is a direct point of contact, ensuring that Town staff receive timely assistance, expert guidance, and customized training whenever needed.

Comprehensive Training Resources

PMG provides a full suite of training resources to support municipal staff in effectively using the RoadINsights™ platform, pavement management system, and treatment planning tools. Our training offerings include:

- Workshops and webinars—Interactive sessions covering best practices in pavement management, system utilization, and data interpretation.

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- Online Tutorials & Manuals – Step-by-step guides and video tutorials for self-paced learning.
- In-Person Training Sessions (Upon Request) – On-site training for hands-on experience and direct engagement with PMG experts.
- Zoom-Based One-on-One & Team Training—Web-based live training sessions tailored to individual staff members or entire teams ensure accessibility regardless of location or time zone.

Technical Support & System Updates

PMG's technical support structure is designed to provide responsive, expert-level assistance for any operational or technical challenges that arise. Our support services include:

- Direct Client Support Access – Your dedicated Client Support Specialist is available for troubleshooting, guidance, and training requests.
- Flexible Support Hours—We accommodate agencies across various geographic locations and time zones to ensure assistance is available during office hours.
- Rapid Response Times – Ensuring quick resolution of system inquiries, technical issues, or data update requests.
- Annual System Updates – Keeping the RoadINsights™ platform, roadway inventory, and maintenance history up to date to reflect the most accurate and actionable data.

PMG's commitment extends beyond implementation—we provide the expertise, training, and support necessary to maintain and continuously improve the Town of Greece's pavement management program. By ensuring that municipal staff have the knowledge and resources needed, we help municipalities make the most of their investments, optimize roadway conditions, and achieve long-term infrastructure success.

Optional Consulting, Services and Support

Beyond technical support, PMG offers ongoing consulting services to assist with:

- Public Affairs & Stakeholder Presentations – Helping municipal leaders communicate pavement management strategies and program results.
- Treatment Selection & Project Planning: Ensure maintenance and repair strategies align with the Town's goals and available funding.
- Annual Program Development – Providing expert insights to structure multi-year capital improvement and maintenance plans.
- Development of advanced analytics, data integrations, and GIS-based dashboards

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

- Integration of other Town owned asset datasets into their RoadINsights™ experience

CEO, James Golden and Partner, Howard Mills providing a Town board presentation to one of our clients in New York, the Town of Montgomery:



Requesting optional consulting support services is simple and seamless. Your dedicated Client Support Specialist can help you schedule a one-on-one meeting to discuss your needs, goals, and objectives.

Once your request is received, it will be escalated to a Senior-Level Team Member specializing in the requested service area. This expert will coordinate a discovery call to:

- Define the scope of services based on your specific needs.
- Outline key deliverables to ensure clear objectives.
- Set expectations for timelines and outcomes.
- Provide pricing details tailored to the required level of support.

This structured approach ensures that the Town of Greece receives customized, high-value consulting services that align with its strategic pavement management and infrastructure goals.

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Complete Scope of Services Summary

PMG's scope of services and program proposal are designed to meet the specific needs of the Town of Greece, ensuring enhanced roadway infrastructure, optimized maintenance activities, and cost-effective allocation of funds. Our comprehensive approach includes detailed data collection, advanced GIS integration, rigorous quality control, and ongoing support and training. We are excited to introduce our team of passionate experts in the qualifications section, who will bring their dedication and expertise to ensure the success of your pavement management program.

CONCLUSION

Pavement Management Group (PMG) is grateful for the opportunity to present our comprehensive proposal for the Town of Greece's pavement management needs. Our tailored approach, combined with over 27 years of industry experience, advanced technology, and a dedicated team of professionals, ensures we can deliver exceptional value and superior services.

We are committed to enhancing the Town's roadway infrastructure, optimizing maintenance activities, and ensuring cost-effective fund allocation. Our detailed program proposal, robust quality assurance processes, and ongoing support services reflect our dedication to your pavement management system's long-term success and sustainability. We look forward to partnering with the Town of Greece and are confident in our ability to exceed your expectations. Thank you for considering PMG for your turnkey pavement management and software needs.



James Golden

Chief Executive Officer



Howard Mills

Partner





CORETRUST®

SECTION O – COST PROPOSAL

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

COST PROPOSAL

PMG is pleased to present our five-year fixed-price proposal for the CoreTrust Cooperative opportunity, including project-specific pricing for the Town of Greece. This proposal outlines our comprehensive pavement management services, ensuring a structured and practical approach to maintaining the Town's roadway infrastructure.

Our fixed pricing covers all services detailed in the Technical Proposal and Scope of Services, providing a consistent, high-quality solution. Whether contracting with PMG annually, bi-annually, or tri-annually, our transparent per-mile pricing model allows for clear cost expectations while delivering exceptional value.

This proposal ensures that the Town of Greece and any agency contracting through the CoreTrust Cooperative benefit from a predictable, transparent and cost-effective structure, maximizing their investment in long-term pavement management.

Five Year Cost Table per Mile and by Contract Year Cost

PROJECT YEAR	PRICE/CL MILE
2025	\$265.00
2026	\$275.00
2027	\$290.00
2028	\$300.00
2029	\$310.00

RoadINsights Annual Pricing for Software, License and Included Support Services

AGENCY	ANNUAL COST
<50	\$1,500.00
51-100	\$2,000.00
101-200	\$3,000.00
201-500	\$4,000.00
501-1,000	\$5,000.00
>1,000	\$6,000.00

24COR-010 PAVEMENT MANAGEMENT SOFTWARE AND SERVICES – TECHNICAL PROPOSAL

Town of Greece Specific Project Pricing

ITEM	PRICE/CL MILE	TOTAL CL MILES	PRICE
2025 – Turn-Key Pavement Management Scope of Services	\$265.00	267	\$70,755.00
2025 – 2026 RoadINsights Annual Software, License and Included Support Services	\$4,000.00	267	\$4,000.00
2025 COMPLETE PROJECT TOTAL			\$74,755.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Group Midwest Franchise Insurance Agency Inc 570 Polaris Pkwy #450 Westerville OH 43082	CONTACT NAME: Louis Shawver PHONE (A/C, No, Ext): (614) 451-2232 FAX (A/C, No): (855) 720-4940 E-MAIL ADDRESS: louis-shawver@leavitt.com														
INSURED PAVEMENT MANAGEMENT GROUP, LLC 655 Hopewell Dr Heath OH 43056	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Progressive Preferred Insurance Company</td> <td>37834</td> </tr> <tr> <td>INSURER C: Continetal Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D: Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Progressive Preferred Insurance Company	37834	INSURER C: Continetal Casualty Company	20443	INSURER D: Gemini Insurance Company	10833	INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		B 7038763224	3/13/2025	3/13/2026	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY			994039144	3/5/2025	3/5/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			B 7038765118	3/13/2025	3/13/2026	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> OCCUR	AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Ohio Stop Gap B 7038763224	3/13/2025	3/13/2026	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional Liability			VCPL082056	3/15/2025	3/15/2026	Each Claim \$1,000,000 Aggregate \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Greece is additional insured in regards to general liability as required by written contract. subject to all policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Greece One Vince Tofany Boulevard Greece, NY 14612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Richard Smith/LOSHAW
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ACORD 25 (2014/01)

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INS025 (201401)



BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 - 4. This provision 2. does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSURED

- 1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a **"written contract."**
- 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a.** Your acts or omissions; or
- b.** Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1)** For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2)** For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision **(2)** does not apply to such **"bodily injury" or "property damage"** if:
 - (a)** It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b)** The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3)** Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1.** With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a.** The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b.** Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1)** Is currently in effect or becomes effective during the term of this policy; and
- (2)** Was executed prior to:
 - (a)** The **"bodily injury" or "property damage,"** or
 - (b)** The offense that caused the **"personal and advertising injury"**;
 for which the additional insured seeks coverage.

- 2.** With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a.** An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your **"employees"** for **"bodily injury"** that results from providing cardiopulmonary resuscitation or other first aid services to a co-**"employee"** or **"volunteer worker"** that becomes necessary while your **"employee"** is performing duties in the conduct of your business. Your **"employees"** are hereby insured for such services. But the insured status conferred by this provision does not apply to **"employees"** whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the **"property damage"** arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the **"property damage"** arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because **"your work"** was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are **"your work"** and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to **"property damage"** (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to **"property damage"** included in the **"products-completed operations hazard."**

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of **"property damage"** to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of **"personal and advertising injury"** is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any **"executive officer,"** director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15)Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16)Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17)Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of **"Personal and advertising injury"** is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
2 Business name/disregarded entity name, if different from above. Pavement Management Group LLC	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 2407	Requester's name and address (optional) Town of Greece One Vince Tofany Boulevard Greece, NY 14612
6 City, state, and ZIP code Heath, OH 43056	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div>81-4068010</div>	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Christy Oprandi</i>	Date
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General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
What's New
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.