



Town of Hamden

Purchasing Department
Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
Phone (203) 287-7110 Fax (203) 287-7115

**Material Safety
Data Sheets
(MSDS) to be
Included**



Purchase Order

Fiscal Year 2024 Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.**

Purchase Order Number **24003215**

Purchase Order Date **03/19/2024**

Department **FINANCE**

Freight Terms **Sourcewell 070821**

Bill To
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Ship To
Finance Department
2750 Dixwell Avenue
Hamden, CT 06518

Vendor 13621
BACHER CORP OF CT
7 THOMPSON ROAD
P O BOX 733
EAST WINDSOR, CT 06088

ARPA

**Delivery must be made within doors of specified
destination.**

VENDOR PHONE NUMBER VENDOR FAX NUMBER VENDOR NUMBER REQUISITION NUMBER REQUISITIONER NAME DELIVERY REFERENCE

13621 243892 Carol Hazen

NOTES

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Give PO to Carol Hazen.	1.0000	EACH	\$173,508.0000	\$173,508.00
	ARPA - DPW Tractor mowing package includes 15% Source Well discount GL #: HM021 - 0855				\$173,508.00

* Important: Read terms and conditions provided as part of this purchase order
When complete shipment is made, mail your invoice itemizing all charges to:

Finance Department, Hamden Government Center, 2750 Dixwell Avenue, Hamden, Connecticut 06518

Philip W. Goodwin
Purchasing Agent

Purchase Order Total **\$173,508.00**

Town of Hamden American Rescue Plan Act (ARPA) Addendum to Contract or Purchase Order Between the Town of Hamden and Bacher Corp of Conn., Sourcewell Contract # 070821.

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Town of Hamden by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor ("Contractor") of the Town of Hamden; by ARPA and its implementing regulations; and as established by the Treasury Department. As used in this addendum, the term, "contract" means contract or purchase order, as applicable.

1. **Equal Opportunity.** Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 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, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable**. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the Town of Hamden. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will 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 U.S.C. § 1352. Contractor shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the Town of Hamden, the U.S. Department of Treasury, 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 Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

(D) The Contractor shall retain all books, documents, papers, and records of the Contractor which are directly pertinent to this contract related to the contract as required by law but no less than a period of five (5) years after receipt of final payment under the contract.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked

in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Town of Hamden and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

9. Buy USA - Domestic Preference for certain procurements using federal funds. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "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.

(2) "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.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. UEI Number. Contractor and all subcontractors and suppliers performing services and/or providing materials under this contract shall be required to obtain a "Unique Entity ID #" (UEI#). To learn more about the SLFRF program please visit Treasury's State and Local Fiscal Recovery Funds website. For information to obtain a UEI# please visit <https://sam.gov/content/home>.

This addendum is accepted and agreed to this 6 day of March, 2024.

[Signature page follows.]

Town of Hamden

By: Lauren Garrett
Lauren Garrett, Mayor

Contractor/Vendor

By: James Fazzino - Bache Corp.
Its President

Approved as to form.

[Signature]
Legal

- This form is required only for purchases of more than \$100,000 -

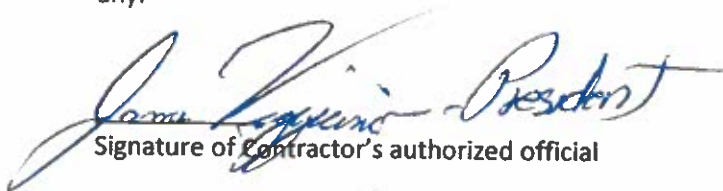
31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's authorized official

Date: 3/6/2024

James Viggiano
(Print name of person signing above)

President
(Print title of person signing above)

Bacher Corp. of Conn.

7 Thompson Road
 PO Box 733
 East Windsor, CT 06088-0733

Voice: 860-627-5924
 Fax: 860-292-6393

QUOTATION

Quote Number: 4764
 Quote Date: Mar 14, 2024
 Page: 1

Sourcewell Contract #070821
Vendor #13621
HN021-0855

Quoted To:

HAMDEN, TOWN OF
 DEPT. OF PUBLIC WORKS
 1255 SHEPARD AVE.
 HAMDEN, CT 06518

Ship To:

HAMDEN, TOWN OF
 DEPT. OF PUBLIC WORKS
 1255 SHEPARD AVE.
 HAMDEN, CT 06518

Customer ID	Good Thru	Payment Terms	Sales Rep
H00028	4/2/24	Net 20 Days	FURL

Quantity	Item	Description	Unit Price	Amount
1.00		Alamo/John Deere Tractor mowing package consisting of: Alamo Samurai 18' Samurai Boom for 4WD Tractors and a Flail Axe Brush Cutterhead w/ swivel mounted on a John Deere Model 5095M Utility Tractor 4WD with Cab, AC, heater, 16F x 16R power reverser Transmission, 95HP, 80 PTO HP, 12.4-24R1 front tires and 18.4-30R1 rear tires	186,248.00	186,248.00
1.00		Less Sourcewell 15% Discount		-27,937.20
		Mounting, incoming freight delivery, manuals and training	14,297.20	14,297.20
				900.00
		Joe Colello, T: 203-619-4052, E: jcoello@hamden.com		
		This quote is good thru April 2, 2024. The manufacturer has the right to change prices, specs and models at any time without notice. If a purchase order is processed after that date, please contact John Furlong at 860-680-0130 to confirm the information on this quote. Thank you.		
		Alamo Sourcewell # 070821		

ITS ALL ABOUT THE SERVICE AFTER THE SALE!

Subtotal	173,508.00
Sales Tax	
Shipping & Handling	
TOTAL	173,508.00