

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at

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AGENDA

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:

September 22, 2020

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

APPOINTMENTS: John Levin, Conservation Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Authorization to Settle Claim: Polito, Sharon v. City of Norwalk, et al, Docket Number FST-CV19-6039869-S.

EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Authorize the Purchasing Agent to issue a Sole Source Purchase Order to Cargill Salt, Road Safety for Treated Road Salt for Snow and Ice Control, pricing not to exceed \$82.00 per ton for normal and after- hour deliveries effective for the 2020-2021 winter season.
Account No. 01 40 25 5322
2. Authorize the Purchasing Agent to issue a purchase order to Gabrielli Truck Sales, Milford, CT for the purchase of one (1) 2020 Ford Super Duty F250 XL Regular Cab for a price not to exceed \$39,799.00.
Account No. 09 21 4120 5777 C0650
3. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for Local Transportation Capital Improvement Program (LOTICIP) Grant State Project L102-0004 - East Wall Street – Landmark Square Safety, Accessibility and Streetscape Improvement Project.
4. Technical Correction of the Common Council Action of September 8, 2020, Item VII.A.5a and 5b. to add account designated for project DRG2020-1 On-Call Drainage Improvements at Various Locations, account number: 09 21 4021 5777 C0021.
 - a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$954,320.00.
Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**OCTOBER 13, 2020
VIA TELECONFERENCE**

09 21 4021 5777 C0318

09 21 4021 5777 C0021

b. Authorize the Chief of Operations and Public Works, to execute orders on the contract with M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$95,500.00.

Account No 09 10 4027 5777 C0302

09 20 4027 5777 C0302

09 21 4027 5777 C0302

09 18 4021 5777 C0021

09 19 4021 5777 C0021

09 20 4021 5777 C0021

09 19 4021 5777 C0318

09 21 4021 5777 C0318

09 21 4021 5777 C0021

5. Authorize the Purchasing Agent to issue a purchase order to Gabrielli Truck Sales of Milford, for the purchase of one (1) 2020 Mack GR42FR Plow Truck for a sum not to exceed \$231,864.00.

Account No. 09 20 4031 5777 C0313

09 21 4031 5777 C0313

6. Authorize the Purchasing Agent to issue a purchase order to Gabrielli Truck Sales of Milford, for the purchase of three (3) 2021 F-550 Chassis and Regular Cab for a sum not to exceed \$180,381.00.

Account No. 09 21 4031 5777 C0313

7. Authorize the Mayor, Harry W. Rilling, to execute the 1st amendment to the contract with WSP USA Inc. for State Project 102-360 Traffic Signal Upgrade and Installation of Dynamic Message Systems for an amount not to exceed \$20,800.00

Account No. 09 16 4021 5777 C0232

09 20 4120 5777 C0232

B. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount of \$804,473 for the period July 1, 2020 to June 30, 2024.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2020 to June 30, 2024.
2. Authorize the Mayor, Harry W. Rilling, to execute a License Agreement with Fair & Impartial Policing, LLC (FIP) for training services and related materials for use in implicit-bias awareness training program.

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Salamone & Associates, P.C. for the Brien McMahon High School Indoor Air Quality Design Services for a total not to exceed \$12,960.00. Acct. #0920 5010 5777 C0655.
- 1b. Authorize the Norwalk Public Schools Facilities Department to issue Change Orders on contract for a total not to exceed \$2,500.

D. FINANCE AND CLAIMS COMMITTEE

1. Accept and Approve the Report of the Claims Committee Dated: October 8, 2020
2. For informational purposes only: Narrative on Tax Collections Dated: October 8, 2020.
3. For informational purposes only: Monthly Tax Collector's Report Dated: September 2020.

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

CONSERVATION COMMISSION

M/C

Norwalk Code 35-2

JOHN LEVIN (R)

Term Expires – 01/01/2022

249 Chestnut Hill Road

Norwalk, CT 06851

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**CITY OF NORWALK
COMMON COUNCIL
SEPTEMBER 22, 2020
VIA TELECONFERENCE**

Mayor Rilling called the meeting to order at 7:36 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. King read the announcement and called the Roll:

The following Common Council members were present:

Common Council
September 22, 2020
Page 1
Via Teleconference

Council at Large:	Mr. Gregory Burnett Mr. Manny Langella Ms. Barbara Smyth	Ms. Dominique Johnson Mr. Nicholas Sacchinelli
District A:	Mr. David Heuvelman	Mr. Kadeem Roberts
District B:	Ms. Darlene Young	Ms. Diana Revolus
District C:	Mr. John Kydes	Mr. George Theodoridis
District D:	Mr. George Tsiranides	Mr. Tom Keegan
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Common Council members present. A Quorum was present.

Also present were Mayor Harry Rilling, City Clerk, Donna King and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: September 8, 2020

**** MR. LIVINGSTON MOVED TO APPROVE THE MINUTES AS PRESENTED**

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. REVOLUS)**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted.

Ms. Diane Lauricella said she sent an e-mail to all Common Council members that reflect additional thoughts. She asked as they get ready to vote on the Plan of Conservation and Development for the East Norwalk Neighborhood TOD Plan, that they send written instructions to the Planning Commission and ask that they enhance the plan by including green infrastructure and not making it a minimum standard. She noted that the Common Council has the right to add or give direction.

Ms. Lauricella said she did not see enough thought given to the different types of affordable housing; however, she said she was generally in favor of the plan. She said

she was aware of well-meaning residents who are concerned about density, but believes if they read the Plan they will be relieved.

Ms. Diane Cece spoke about the Plan of Conservation and Development, East Norwalk Neighborhood TOD Plan and said she agreed with Ms. Lauricella's comments and noted that green infrastructure should be the standard requirement in the Plan. She asked the Common Council to review the list of bonus amenities. She said that it was very important to understand the mix of amenities. She said one of the major concerns was over density and over population.

Ms. Cece suggested modifying the plan to reduce density and height capacity at three stories. She said she hoped there would be a discussion and the hundreds of comments submitted related to this Plan as part of the survey would be taken into consideration. Ms. Cece said she hoped the Common Council would take it upon themselves to advise the Planning and Zoning staff to consider modifying the Plan.

Ms. Cece said she had a number of concerns about the request made by the Norwalk Seaport Association.

Ms. King read a letter submitted by Mr. Richard Bonenfant in opposition to the Plan of Conservation and Development, East Norwalk Neighborhood TOD Plan.

Ms. King said the Planning Committee received several letters regarding the Plan of Conservation and Development, East Norwalk Neighborhood TOD Plan. Those letters were included in this evening's meeting packet.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS:

Deborah Lewis, Bike Walk Commission

Mayor Rilling announced Ms. Lewis' resignation from the Bike Walk Commission.

APPOINTMENTS:

Sam Ebert, Bike Walk Commission

**** MR. BURNETT MOVED TO APPROVE THE APPOINTMENT OF SAM EBERT TO THE BIKE WALK COMMISSION**

Mr. Burnett spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS:

Frank Nash, Pension Board

James Hendrickson, Pension Board

Richard Baskin, Pension Board

**** MR. LIVINGSTON MOVED TO APPROVE THE REAPPOINTMENT OF FRANK NASH, JAMES HENDRICKSON AND RICHARD BASKIN TO THE PENSION BOARD**

Mr. Livingston spoke in support of the reappointments.

Mr. Dachowitz also spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

Erica Kipp, Tree Advisory Board

Richard Whitehead, Tree Advisory Board

Cindy Cossuto, Tree Advisory Board

**** MR. HEUVELMAN MOVED TO APPROVE THE APPOINTMENT OF ERICKA KIPP, RICHARD WHITEHEAD AND CINDY COSSUTO TO THE TREE ADVISORY BOARD**

Mr. Heuvelman spoke in support of the appointments

**** MOTION PASSED UNANIMOUSLY**

Judson R. Aley, Parking Authority

**** MR. ROBERTS MOVED TO APPROVE THE APPOINTMENT OF JUDSON R. ALEY TO THE PARKING AUTHORITY**

Mr. Roberts spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling and members of the Common Council welcomed Ms. Diana Revolus to the Common Council. He said he hoped she would enjoy her time on the Common Council. He said there are very big challenges ahead. Ms. Young said this was bitter sweet and that Ms. Revolus has big shoes to fill for Mr. Dumas who was a staunch advocate for the City and District B. Ms. Young told Ms. Revolus that she has a lot to learn but will get great satisfaction. Mr. Keegan welcomed Ms. Revolus.

Ms. Revolus thanked everyone for the ability to be here, representing District B and the City. She said her family's blood type is C for Community.

Mayor Rilling announced that on Saturday, September 26th a riverbank cleanup will take place along East Avenue as part of the International Coastal Clean Up Day. Volunteers are needed.

Mayor Rilling said that a water emergency was declared last week and is currently in effect.

Mayor Rilling announced that Norwalk is doing relatively well with Covid-19 cases, but there was a slight uptick in cases. He urged residents to continue to be cautious, practice social distancing, wear a mask and stay home if they do not feel well.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

Ms. Smyth noted Mr. Dumas' time on the Common Council and his commitment to the community. She said he has been a strong and powerful voice in the community.

Ms. Smyth welcomed Ms. Revolus who has been active in District B and in the Democratic Town Committee.

B. CONSENT CALENDAR:

**** MR. KEEGAN MOVED THE FOLLOWING CONSENT CALENDAR:**

**VI.A.1, VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.C.1, VII.C.2, VII.C.3, VII.C.4,
VII.D.1, VII.D.2, VII.F.1, VII.F.2**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. AUTHORIZATION FOR DISCUSSION: SETTLEMENT: BARBARA RILEY AND HOPE COLES V. CITY OF NORWALK BOARD OF EDUCATION, NORWALK PUBLIC SCHOOLS DISTRICT. EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: SEPTEMBER 10, 2020

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: SEPTEMBER 10, 2020.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: AUGUST 2020.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A 12 MONTH AGREEMENT WITH 2 ONE-YEAR OPTIONAL EXTENSIONS WITH INNOVATIVE INTERFACES SOLUTIONS, A SOLE SOURCE PROVIDER, FOR INTEGRATED LIBRARY SYSTEM CLOUD HOSTING SERVICES AND MAINTENANCE/SUPPORT FOR THE NORWALK PUBLIC LIBRARY FOR AN AMOUNT NOT TO EXCEED \$59,990.00, ACCOUNT 011370-5742 (BUDGETED OPERATING EXPENSE, NO SPECIAL APPROPRIATION REQUIRED).

C. PUBLIC WORKS COMMITTEE

1. ACQUISITION OF EASEMENT FROM THE STATE OF CONNECTICUT CONCERNING THE ROWAYTON AVENUE RECONSTRUCTION AND POWER PROJECT, SAID EASEMENT RECORDED ON THE NORWALK LAND RECORDED AS FOLLOWS: CERTIFICATE OF CONDEMNATION RECORDED IN VOLUME 7704, PAGE 47 ON NOVEMBER 5, 2012; CERTIFICATE OF CONDEMNATION RECORDED IN VOLUME 7847, PAGE 24 ON JUNE 18, 2013; CERTIFICATE OF CONDEMNATION RECORDED IN VOLUME 7820, PAGE 299 ON MAY 6, 2013; EASEMENT RECORDED IN VOLUME 7703, PAGE 282 ON NOVEMBER 5, 2012; EASEMENT RECORDED IN VOLUME 7703, PAGE 155 ON JANUARY 21, 2013.

2. 185 LIBERTY SQUARE (DOT FILE NO. 301-176-046) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL

DOCUMENTS NECESSARY TO CONVEY A 4,016±SQ. FT. TEMPORARY COMPENSATORY WETLAND MITIGATION EASEMENT TO THE STATE OF CONNECTICUT AS SHOWN ON SURVEY MAP ENTITLED: “TOWN OF NORWALK MAP SHOWING EASEMENT

ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1” =20’ JANUARY 2020 MARK D.

ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION”, TOWN NO. 102, PROJECT NO. 301-176, SERIAL NO. 46, SHEET 1 OF 1.

3. 15 & 60 SOUTH SMITH STREET (DOT FILE NO. 301-176-012B) AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CONVEY A 633± SQ. FT. TEMPORARY COMPENSATORY WETLAND MITIGATION TOGETHER WITH 8,579± SQ. FT. ACCESS EASEMENT TO THE STATE OF CONNECTICUT AS SHOWN ON SURVEY MAP ENTITLED: “TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1” = 40’ JANUARY 2020 MARK D. ROLFE, P.E., CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION”, TOWN NO. 102, PROJECT NO. 301-176, SERIAL NO. 12B, SHEET 1 OF 1.

4. 30 MONROE STREET (DOT FILE NO. 301-176-047) AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS TO CONVEY A 1,553± SQ. FT. TEMPORARY CONSTRUCTION EASEMENT AND A 6,530± SQ. FT. TEMPORARY ACCESS EASEMENT TO THE STATE OF CONNECTICUT AS SHOWN ON SURVEY MAP ENTITLED: “TOWN OF NORWALK MAP SHOWING EASEMENT ACQUIRED FROM CITY OF NORWALK BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION WALK RAILROAD BRIDGE REPLACEMENT SCALE 1” =20’ JANUARY 2020 MARK D. ROLFE, P.E. CHIEF ENGINEER – BUREAU OF ENGINEERING AND CONSTRUCTION”, TOWN NO. 102, PROJECT NO. 102, PROJECT NO. 301-176, SERIAL NO. 47, SHEET 1 OF 1, REVISED 3/31/20.

D. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. TECHNICAL CORRECTION: AMEND COMMON COUNCIL ACTION OF SEPTEMBER 8, 2020 ITEM VII.C.1A.&1B. TO CORRECT ACCOUNT NUMBER FROM “0919/206363 5777 C0549” TO “0919/21 6310 5777 C0549”. SAID ACTION SHALL READ AS FOLLOWS:

1A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE A CONTRACT WITH A.V. TUCHY, INC. FOR THE INSTALLATION OF AN ELEVATOR AT THE NORWALK MUSEUM FOR A TOTAL NOT TO EXCEED \$469,978.00. ACCT. # 0919/21 6310 5777 C0549

1B. AUTHORIZED THE HISTORICAL COMMISSION TO EXECUTE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$47,000.

2. TECHNICAL CORRECTION: AMEND COMMON COUNCIL ACTION OF AUGUST 11, 2020 ITEM 2A. &

2B. TO CORRECT ACCOUNT NUMBER FROM 09205010-5777-C0652 TO 09215010-5777-C0652

2A. AUTHORIZE THE MAYOR, HARRY W. RILING, TO EXECUTE AN AGREEMENT WITH AM ELECTRIC COMPANY LLC. FOR THE SILVERMINE ELEMENTARY SCHOOL AIR CONDITIONING AND ELECTRICAL UPGRADES PROJECT FOR A TOTAL NOT TO EXCEED \$345,000.

FUNDS ARE AVAILABLE IN ACCT. #09215010 5777 C0652.

2B. AUTHORIZE THE NPS FACILITIES DEPARTMENT TO ISSUE CHANGE ORDERS ON THIS CONTRACT FOR A TOTAL OF \$34,500. FUNDS ARE AVAILABLE IN ACCT. #09215010 5777 C0652.

F. COMMUNITY SERVICES AND PERSONNEL COMMITTEE

1. APPROVAL OF AND VOTE ON COLLECTIVE BARGAINING AGREEMENT SETTLEMENTS. EXECUTIVE SESSION

2. APPROVAL OF AND VOTE ON ORDINANCE SALARY SCHEDULE ADJUSTMENTS. EXECUTIVE SESSION

**** MOTION PASSED BY ROLL CALL VOTE WITH FOURTEEN (14) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. KEEGAN; MR.**

**TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1)
ABSTENTION (MS. REVOLUS)**

VII. COMMON COUNCIL COMMITTEES

E. PLANNING COMMITTEE

**** MR. KYDES MOVED TO APPROVE THE AMENDMENT TO THE
NORWALK CITYWIDE PLAN: 2019-2029, PLAN OF CONSERVATION
AND DEVELOPMENT, TO INCORPORATE THE EAST NORWALK
NEIGHBORHOOD TOD PLAN AND AUTHORIZE THE MAYOR,
HARRY W. RILLING, TO EXECUTE THE AMENDED PLAN AND ALL
ASSOCIATED DOCUMENTATION.**

Mr. Kydes spoke in support of the Plan. He thanked the Oversight Committee and the Planning Committee who spent two years working on this. He explained the next steps if the Plan is approved and said the ultimate decision lies with the Zoning Commission. He said that he feels comfortable with the Plan and noted that the area is in need of a facelift.

Mr. Kydes said he hoped the public would continue to reach out to the Zoning Commission.

Mr. Keegan said that he appreciated the efforts of everyone involved; however, overwhelmingly, the citizens in East Norwalk have said they do not want this. He said that it is important as a representative of the people to listen to them.

Mr. Livingston questioned Mr. Kleppin, Director of Planning and Zoning about the bonus amenities and about the green building design. He asked how the Common Council could best make it known about their wish to incorporate green building and sustainability into the Plan and what they could do to memorialize those ideas. Mr. Kleppin said the Common Council would need to memorialize those ideas to the Planning Commission. He said this is one document and the plan has several appendices. He said he is hearing loud and clear that green building should be part of the plan. He said he will have the consultants look at the Plan.

Mr. Heuvelman asked if this would be the last time for the Common Council to weigh in if the Plan is passed. Mr. Kleppin said that the Common Council is only voting on the amenities.

Mr. Heuvelman proposed an amendment to the Plan.

**** MR. HEUVELMAN MOVED THAT THE COMMON COUNCIL OF THE
CITY OF NORWALK WOULD LIKE TO STRONGLY RECOMMEND
THE PLANNING AND ZONING COMMISSIONS THAT AS PERTAINS**

TO THE EAST NORWALK TOD PLAN (THE PLAN) THESE COMMISSIONS FIND WAYS TO INCLUDE GREEN BUILDING TECHNIQUES, SUSTAINABLE MATERIAL USE, RENEWABLE ENERGY SOURCING, ENERGY EFFICIENCY STANDARDS AND AFFORDABLE HOUSING STANDARDS IN THE PLAN NOT AS BONUS AMENITIES THAT EARN POINTS BUT AS BASELINE STANDARDS BY WHICH NEW CONSTRUCTION WILL BE HELD TO.

**** MOTION PASSED BY ROLL CALL VOTE WITH FOURTEEN (14) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MR. ROBERTS; MS. REVOLUS; MS. YOUNG; MR. KYDES; MR. THEODORIDIS; MR. TSIRANIDES; MR. LIVINGSTON; MS. SHANAHAN) AND ONE (1) ABSTENTION (MR. KEEGAN)**

Ms. Smyth said the concerns expressed by the residents have been addressed to her satisfaction. She asked Mr. Kleppin to address the density and the appropriateness of the 3 ½ story structure. Mr. Kleppin presented slides and said adding the additional half story will create a more attractive building. He explained that they are trying to capture a maritime theme in East Norwalk. East Avenue as a whole has had its own feel to it and they are trying to strike a good balance in heights.

Ms. Johnson told Mr. Kleppin that she has been hearing about issues about traffic and the parking analysis. She asked what they could tell residents and people using the train station. Mr. Kleppin said they heard about traffic concerns loud and clear from the beginning of the process. He reviewed the traffic infrastructure capacity and described initiatives that will take place, including burying utilities and a light replacement at St. John Street which will help with bottlenecking.

**** MR. KYDES MOVED TO APPROVE THE AMENDMENT TO THE NORWALK CITYWIDE PLAN: 2019-2029, PLAN OF CONSERVATION AND DEVELOPMENT, TO INCORPORATE THE EAST NORWALK NEIGHBORHOOD TOD PLAN AND AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE AMENDED PLAN AND ALL ASSOCIATED DOCUMENTATION. THE COMMON COUNCIL OF THE CITY OF NORWALK WOULD LIKE TO STRONGLY RECOMMEND THE PLANNING AND ZONING COMMISSIONS THAT AS PERTAINS TO THE EAST NORWALK TOD PLAN (THE PLAN) THESE COMMISSIONS FIND WAYS TO INCLUDE GREEN BUILDING TECHNIQUES, SUSTAINABLE MATERIAL USE, RENEWABLE ENERGY SOURCING, ENERGY EFFICIENCY STANDARDS AND AFFORDABLE HOUSING STANDARDS IN THE PLAN NOT AS BONUS**

**AMENITIES THAT EARN POINTS BUT AS BASELINE STANDARDS
BY WHICH NEW CONSTRUCTION WILL BE HELD TO.**

- ** MOTION AS AMENDED PASSED BY ROLL CALL VOTE WITH (12)
TWELVE IN FAVOR (MR. BURNETT; MS. JOHNSON; MR.
LANGELLA; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN;
MR. ROBERTS; MS. YOUNG; MR. KYDES; MR. TSIRANIDES; MR.
LIVINGSTON; MS. SHANAHAN) ONE (1) ABSTENTION (MS.
REVOLUS) AND TWO (2) VOTES IN OPPOSITION (MR.
THEODORIDIS; MR.KEEGAN)**

C. RECREATON, PARKS AND CULTURAL AFFAIRS COMMITTEE

- ** MS. YOUNG MOVED TO GO INTO EXECUTIVE SESSION TO DISCUSS
THE FOLLOWING ITEM**

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Seaport Association for the use of Calf Pasture/Shady Beach for a Seaport Holiday Light Show to be held from Thursday, November 26, 2020 through Thursday, December 31, 2020 from 5:00 PM – 10:30 PM daily. Set up date to be determined. Vehicular traffic only.

- ** MOTION PASSED UNANIMOUSLY**

The public was excused and the members of the Common Council along with Mayor Rilling, Mr. Coppola, Mr. Callahan, Mr. Roberts and Mr. Carr went into Executive Session at 8:51 p.m.

They came out of Executive Session at 10:29 p.m.

During Executive Session, no motions were made and no votes were taken.

- ** MS. YOUNG MOVED TO REFER THE FOLLOWING ITEM BACK TO
COMMITTEE FOR FURTHER DISCUSSION AND REVIEW:**

**1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO
AN AGREEMENT WITH NORWALK SEAPORT ASSOCIATION FOR
THE USE OF CALF PASTURE/SHADY BEACH FOR A SEAPORT
HOLIDAY LIGHT SHOW TO BE HELD FROM THURSDAY,
NOVEMBER 26, 2020 THROUGH THURSDAY, DECEMBER 31, 2020
FROM 5:00 PM – 10:30 PM DAILY. SET UP DATE TO BE
DETERMINED. VEHICULAR TRAFFIC ONLY.**

**** MOTION PASSED BY ROLL CALL VOTE WITH NINE (9) IN FAVOR (MR. BURNETT; MS. JOHNSON; MR. SACCHINELLI; MS. SMYTH; MR. HEUVELMAN; MS. YOUNG; MR. KEGAN; MR. TSIRANIDES; MR. LIVINGSTON) TWO (2) ABSTENTIONS (MS. REVOLUS AND MS. SHANAHAN) FOUR (4) VOTES IN OPPOSITION (MR. LANGELLA; MR. ROBERTS; MR. KYDES AND MR. THEODORIDIS)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were none this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. ROBERTS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business and the meeting was unanimously adjourned at 10:32 p.m.

ATTEST: _____
Donna King, City Clerk

John Levin

b 1/16/15 in Los Angeles

Graduated from University High School, Los Angeles, 1976

Served in US Marine Corps, active duty, 1976-79

Yale College - 1979-1983

BA degree in Economics and Mathematics, 1984

American Express, Financial Systems Analyst, 1984-85

Stanford Business School, 1985-87

MBA in Finance

Lehman Brothers, Investment Banking 1986-1990

1990 - 2006 Assorted jobs with increasing responsibility as securities research analyst and portfolio manager for both sell-side and buy-side firms in Connecticut and NYC:

Credit Research & Trading (nka CRT Capital Group)

Elliott Associates

DLJ

JP Morgan

Tablerock Fund Management

Wexford Capital

Work for myself as an investor since 2006.

1991 Bought current home with Diane Keefe in Norwalk (249 Chestnut Hill Road).

We got married on the front lawn 8/25/91.

I currently serve on 3 other boards:

Humanists and Freethinkers of Fairfield County

Chapman Hyperlocal Media Inc. (dba NancyOnNorwalk)

Secular Coalition for America (Wash DC)

Two kids: Abraham (19), Eliza (22)

1 dog, 4 cats.

No arrest record. No expungements.

Anything else?

I'm 61 years old and have worked for myself only for over a decade. I will draft an updated resume if you want it.

John Levin

249 Chestnut Hill Road, Norwalk, CT 06851

646-221-9134



CITY OF NORWALK
Anthony R. Carr, PE, CFM
Chief of Operations and Public Works
 acarr@norwalkct.org

P: 203-854-7792 / F: 203-857-0143

Norwalk City Hall
 125 East Avenue, P.O. Box 5125
 Norwalk, CT 06856-5125

MEMORANDUM

TO: Mayor Harry W. Rilling
 Honorable Members of the Common Council

FROM: Mr. Anthony R. Carr, PE, CFM – Chief of Operations and Public Works 

CC: Mr. Chris Torre – Superintendent of Operations, Department of Public Works
 Ms. Monique Cipriano, Executive Secretary, Department of Public Works
 Ms. Dilene Byrd, Records Data Entry Clerk, Department of Public Works
 Mr. Henry M. Dachowitz, CPA, Chief Financial Officer
 Ms. Sharon Conners, Purchasing Agent, Finance Department

REF: Sole Source Procurement for Cargill "Clearlane" Treated Rock Salt

DATE: September 22, 2020

Treated salt describes a mixture of Sodium Chloride deicing salt Type "A" crushed rock salt treated with Magnesium Chloride, Sodium Gluconate, Xanthan Gum, and a Colorant Blend. The liquid treatment is intended to enhance the performance of the deicing rock salt over untreated salt as follows:

- Reducing corrosiveness
- Improving low temperature performance
- Reducing bounce and scatter
- Preventing clumping and salt pile freezing
- Enhancing rock salt flow ability

Cargill uses Xanthan Gum to bind the chemical composite of its "Clearlane" treated salt product as opposed to Molasses, which is used by Magic Salt and other similar treated salt products. Xanthan gum keeps treated salt from leaching during storage and allows us to pre-load our trucks, keeping them in a heated garage which increases our response time for winter weather events.

A major concern for efficient winter maintenance operations is ensuring a manufacturer's availability of a deicing product. Cargill provides nationwide production and distribution capabilities with two major distribution hubs in our region. Cargill's "Clearlane" product has the highest rating of all major treated salt products in corrosive resistance. This does not apply to vehicular traffic. However, this greatly benefits the Department's equipment that handles and distributes the treated rock salt materials, thus reducing fleet maintenance costs. Our experience with Cargill as our treated rock salt provider has been extremely favorable. This would be the Department of Public Works fourth winter season utilizing Cargill as our treated salt provider.

Your consideration to this request is greatly appreciated.



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Thursday, September 17, 2020

Billing Information		Shipping Information	*Contact Information	
Account Number	1500028673	2500027773	Attn:	VALUED CUSTOMER
Name	CITY OF NORWALK	CITY OF NORWALK	Title	
Address 1	125 EAST AVE	15 S SMITH ST	Phone	
P O Box			Fax	
City State Zip	NORWALK, CT 06855-1017	NORWALK, CT 06855-1017	Mobile	
County	FAIRFIELD		e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2019/2020 season.

Price Basis Per Ton

Product	DELIVERY	Estimated Tons	Terminal
CLEARLANE ENHANCED DEICER	\$82	5000	MT MARION
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from September 17, 2020 through April 30, 2020. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2019, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	N/A
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Sara Cope Bid Analyst Sara_Cope@cargill.com 800-600-7258 - p 952-404-8491 - f	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto	Pg 1 of 2
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Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax	e-mail:	

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.
2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.
3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.
4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.
5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.
6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire flood, windstorm, acts of governmental authorities, strikes shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.
7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.
8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.
9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors; is adjudicated as bankrupt; and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.
10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.
11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.
12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

Confidential - This document is intended only for the named recipient (i.e., Seller) and contains confidential information. Anyone other than the Seller is not permitted access to this information. Any dissemination or distribution of this information is a breach of the terms and conditions of this document. If you have received this document in error, please advise CDT by reply e-mail / mail at the address above, and delete this document and any email related thereto

Pg 2 of 2

SOLE SOURCE PROCUREMENT REQUEST

Date - September 21, 2020

Please read the Sole Source procurement Policy printed on page 2 before filling out this request. This form is to be used in conjunction with the Procurement Request Form.

Briefly describe the scope of services or equipment needed. Attach a Procurement Request Form and complete specifications.

Sole source procurement of treated rock salt for FY 2021 winter season.

This purchase qualifies as a Sole Source procurement for the following reason(s):

- ☐ The compatibility of equipment is of paramount consideration.
- ☐ The compatibility of accessories, replacement parts is of paramount consideration.
- ☐ The sole supplier's item is needed for trial use or testing.
- ☐ The sole supplier's item is to be produced for resale or donation.
- ☐ A Public utility service
- ☒ Other, please explain -

Limited vendor availability using "Xanthan Gum" as a proprietary treated rock salt binding agent to meet City specifications.

Outline any research you did in determining that this vendor is the only one able to supply this item or service. Be specific as to names and addresses of firms or people contacted. Attach supportive documentation.

Treated salt describes a mixture of Sodium Chloride deicing salt Type "A" crushed rock salt treated with Magnesium Chloride, Sodium Gluconate, Xanthan Gum, and a Colorant Blend. Cargill uses Xanthan Gum to bind the chemical composite of its "Clearlane" treated salt product (as opposed to Molasses) used by Magic salt and other similar treated salt products. Xanthan gum keeps treated salt from leaching during storage and allows DPW to pre-load trucks, keeping them in a heated garage which increases our response time for winter weather events. Cargill has regional availability, and the highest corrosion resistance rating of major treated salt products.

Anthony R. Carr, PE, CFM Digitally signed by Anthony R. Carr, PE, CFM
Date: 2020.09.21 12:52:16 -04'00'

Department Head's Signature

The Purchasing Agent

Corporation Council

☒ Supports

☐ Does not support

☐ Supports

☐ Does not support

This request for a sole source purchase

Sharon Conners Digitally signed by Sharon Conners
Date: 2020.09.21 13:42:59 -04'00'

Signature

Signature

SOLE SOURCE PROCUREMENT

Definition.

A proprietary vendor or sole source, as generally understood is one whose product is the only one which will meet a particular need.

A contract may be awarded for a supply, service, or construction item without competition when the Purchasing Agent, and Corporation Counsel or a designee of either office determines in writing that there is only one source for the require supply, service or construction item.

Application.

The provisions of this Regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Policy on Emergency Procurements.

Conditions for Use of Sole Source Procurements.

Sole source procurements is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

- (a) where the compatibility of equipment, accessories, or replacement parts is of paramount consideration ;
- (b) where the sole supplier's item is needed for trial use or testing;
- (c) where the sole supplier's item is to be produced for resale or donation.
- (d) where public utility services are to be used.

The determination as to whether a procurement shall be made as a sole source is to be made by the Purchasing Agent, based on written justification put forward by the requesting Department. Such determination and the basis thereof are to be in writing. The Agent may specify the application of such determination and the duration if its effectiveness.

The Purchasing Agent's determination is to be reviewed by Corporation Council and, if over \$20,000.00, approved by the Common Council.

In cases of reasonable doubt, competition should be solicited. Any request by a Department that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

Negotiation In Sole Source Procurement.

The Purchasing Agent will conduct negotiations, as appropriate, as to price, delivery, and terms.

**CITY OF NORWALK
PURCHASING DEPARTMENT**



**SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE
NORWALK, CT 06856 BY THE DATE AND TIME OF BID OPENING**

PROJECT NUMBER:	4035
REQUESTING DEPARTMENT:	Transportation, Mobility and Parking
DATE OF BID ISSUANCE:	08/04/2020
TITLE OF BID:	Ford F250 Truck
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 08/18/2020
HARD COPY SUBMISSION DEADLINE:	2:00 PM 08/20/2020
MANDATORY WALKTHROUGH:	YES () NO (x)
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 08/20/2020
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (x)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (x)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (x)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM ✓
2. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ✓
ORIGINAL PLUS ONE (1) COPIES)
3. EXCEPTIONS (IF ANY) ✓

**CITY OF NORWALK
PURCHASING DEPARTMENT**

SECTION 1 – FORMS OF PROPOSAL

**CITY OF NORWALK
PURCHASING DEPARTMENT
BIDDER'S INFORMATION AND ACKNOWLEDGMENT FORM**

Gabrielli Truck Sales
Bidder's Name

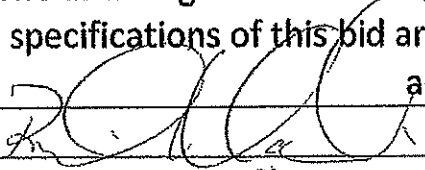
401 Old Gate Lane
Street Address

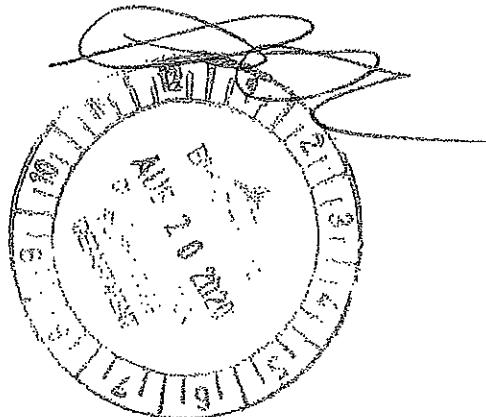
Milford	CT	06461
City	State	Zip

Business Telephone: (203) 877-3281 Ext 5122

Email Address: rmocarski@gabriellitruck.com

Richard Mocarski / Commercial Truck Sales Rep
Printed Name and Title of Individual Submitting Bid

The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.	
	08/18/2020
Signature	Date



**CITY OF NORWALK
PURCHASING DEPARTMENT**

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

Line 18 Other: Hitch: Class III/IV Reciever Hitch - The F250 Comes standard with a class V
Can not be removed. Will void warranty.

Line 21 Other: Snow Plow: Install and install Meyer Plow. Using the following:

Fisher plow model # 7'6" HD2 w/ handheld controller, Including:

7'6" long x 29" high. Blade approximately weighs 684 lbs. 12 gauge high-strength steel

10 vertical ribs for torsional strength to eliminate blade twisting Powder coat finish on blade and mounts

3/8" Steel cutting edge provides increased wear resistance and a clean

Trip-edge design w/ 3 trip springs allows for only the bottom edge to trip keeping blade upright

This design uses compression-type springs that never require adjustment and will not wear out
"Minute Mount II" mounting system allows for easy on & off

Dual-halogen headlamps with park/turn signals

"Security Guard" electronically locks the plows hydraulic functions

2 year parts and labor warranty

Line 29: Parts Book not available for chassis. CD ROM will be used for Service Manual which may
not be available at time of delivery. One will be provided once published.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - Gabrielli Truck Sales		
Address - 401 Old Gate Lane		
Phone - (203) 877-3281	Fax - (203) 877-0614	Email - rmocarski@gabriellitruck.com
Manager - Chris Stadler		Fed ID# 06-0891779

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied himself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

The undersigned further agrees, in case of variations of quantities from those shown or specified, the following unit prices will be used in adjusting the contract price. If quantities are authorized by the City, the following amount will be added to the contract as required. Unless otherwise noted, each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

It is further understood and agreed that all the information included in, and attached to, or required by the Request for Bid shall become public record upon delivery to the City.

The following unit prices shall apply to this project:

A. 2020 FORD F-250 SUPER DUTY 4X4 XL REGULAR CAB*

MAKE / MODEL	UNIT COST
2020 Ford Super Duty F250 4X4 XL Regular Cab*	\$ 39,799.00
Total Unit Cost in Writing:	
Thirty Nine Thousand, Seven Hundred Ninety Nine Dollars	

*Note: All equipment listed above shall include labor and delivery costs.

B. DELIVERY in calendar days from date of Order: 110-130 Days Unless Pandemic interrupts manufacturing.

CITY OF NORWALK

PURCHASING DEPARTMENT

C. WARRANTIES-List all warranties provided by the manufacturer / dealer.

Bumper to Bumper: 3 years / 36,000 miles

Powertrain: 5 years / 60,000 miles

Safety Restraint System: 5 years / 60,000 mil

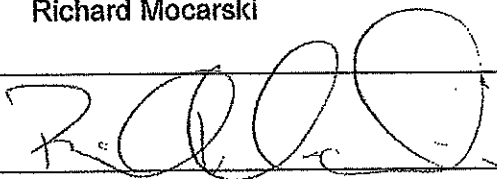
Corrosion (Perforation only): 5 years / Unlimited miles

Roadside Assistance Program: 5 years / 60,000 miles

Fisher Plow : 2 Years parts and Labor

Bid Security in the form of a (check one) is attached.	N/A	Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>	\$	N/A	per thousand dollars	
Insurance Agency Name -	N/A		Tel.-	
Agency Address -	N/A			

Submitted by:

Print Name of Authorized Agent of Company	Richard Mocarski
Signature of Authorized Agent of Company	
Date	08/18/2020

The above signatory acknowledges receipt of the following addenda Issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	38	
2.	Number of Full Time employees designated to service this contract:	26	
3.	Number of personnel employed: 52	Part Time	Full Time
		1	51

3. List projects of this type/size your firm has completed within the last three (3) years:

Project	Date	Contact Person	Phone No.
City of Norwalk	07/2019	Joel Grant	203-854-3220
City of Milford	12/2019	Cory Vena	203-783-3271
City of Bridgeport	10/2019	Aaron Curry	203-576-7486
Town of Wallingford	3/2020	Sal Amadeo	(203) 294-2115
City of New Haven	7/2020	Ed D'Angelo	203-946-8281
Town of Monroe	01/2019	Dan Krossfik	203-917-5331

4. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also, indicate the portion or section of work a subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	☐	general partnership
	☐	limited partnership
	☐	limited liability corporation
	☐	limited liability partnership,
	☒	corporation doing business under a trade name
	☐	individual doing business under a trade name
	☐	other (specify)

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes ☒	No ☐
	Out-of-State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes ☐	No ☐
7. CT LICENSE/REGISTRATION NUMBER		0770545000	
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:			
Business Name		Gabielli Truck Sales LTD	
Address		153-20 Conduit Ave	
City	Jamalca	State	NY
Zip	11434		
Name of Agent		NONE	

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

SECTION 2
PROJECT SPECIFICATIONS/SCOPE OF WORK

2.1 GENERAL

It is the intention of the City of Norwalk to purchase one (1) 2020 Ford F-250 Super Duty for the Transportation, Mobility and Parking Department. The City of Norwalk fleet is standardized on the Ford product. Please include pricing for all standard equipment along with optional equipment listed on the following pages in this Section 2.

An Order Confirmation from Ford Motor Company must be provided to the Norwalk Purchasing Department by the awarded dealership to allow for verification of the order and the opportunity to allow for changes without penalty or liability to the City of Norwalk.

2.2 SPECIFICATIONS:

Please include pricing for all standard equipment along with the optional equipment listed in the Specifications and Pricing Sheet.

The awarded dealer shall deliver the specified vehicles completely assembled and operational to the 'Ship To' address listed below.

*Ship to: City of Norwalk Public Works Center
Fleet Division -- Attn: Joel Grant, Fleet Manager
15 South Smith Street
Norwalk, CT 06855*

A complete set of operator and repair manuals shall be supplied to the Fleet Manager at time of delivery of the vehicle.

DEVIATIONS FROM SPECIFICATIONS: Any deviation from these specifications must be documented and submitted with your proposal in detail on a separate form. If deviations are not documented completely, the bidder may be disqualified from consideration for an award.

2020 FORD F-250 SUPER DUTY 4X4 XL SPECIFICATION					
FEATURES / OPTIONS		DESCRIPTION	COMPLY		COMMENT
			YES	NO	
1.	TRUCK STYLE	F-250 Super Duty XL 4X4 Regular Cab Pick-up with 8' bed	✓		Model Year will be 2021
2.	ENGINE	6.2LSOHC 2-Valve Gas SOHC EFI NA V8 (Flex Fuel) Engine	✓		
3.	TRANSMISSION	Six speed automatic-TorqShift G6 Speed SelectShift Automatic	✓		
4.	WHEELBASE	142" wheelbase for a Regular cab, SRW	✓		
5.	SEATS	HD Vinyl 40/20/40 Split Bench Seats	✓		
6.	PAINT	Oxford White	✓		
7.	INTERIOR	Medium Earth Grey Heavy Duty Black Full Vinyl Flooring AM/FM Stereo with 4 Speakers	✓		
8.	INTERIOR	Floor Mats: All-Weather Thermoplastic Rubber, Front, Regular Cab, Black	✓		
9.	PACKAGE 1	Snow Plow Prep Package	✓		
10.	PACKAGE 2	Upfitter Switches	✓		
11.	PACKAGE 3	10,000/9,900 GVWR PACKAGE	✓		
12.	PACKAGE 4	Exterior Backup Alarm	✓		
13.	PACKAGE 5	F-250 Trailer Tow Package Wiring	✓		
14.	POWER GROUP	Accessory delay; manual-folding, manual-telescoping power glass trailer tow mirrors with heated glass; heated convex spotter mirror, integrated clearance lamps/turn signals; perimeter alarm; power 1st-row (front-seat) windows with one-touch up/down; power locks; power tailgate lock; remote keyless entry; and upgraded door-trim panel.	✓		

15.	EXTERIOR	17" Argent Painted Steel Wheels with Painted Hub Cover & Center Ornament (SRW)	✓		
16.	EXTERIOR	3.73 Non-Limited Slip Axle Ratio	✓		
17.	EXTERIOR	Platform Running Boards	✓		
18.	OTHER	Hitch: Class III/IV receiver Hitch	✓		Class V Hitch only available on F250
20.	OTHER	Strobe Lighting: Supply and install Whelen Four (4) VTX609C white strobes, two (2) mounted in the head lights and two (2) mounted in the tail lights. Additionally, Two (2) LINZ61 amber lights mounted in the front grille.	✓		Can't mount the strobes in the head lights anymore. New technology. Will mount 4 in the Grill
21.	OTHER	Snow Plow: Supply and Install a Meyer Plow 7.5 foot commercial grade snow plow with cutting edge and a touch pad handheld controller		✓	Exception - Will use Fisher Plow
22.	OTHER	Cab Guard: Supply and Install Magnum Aluminum cab guard with two (2) LED stop, tail, turn signals and two (2) Whelen 5VA02ZAR amber strobe lights in the top outer corners	✓		
23.	OTHER	Toolbox: Supply and Install Aluminum cross body tool box that opens from the side with a deep storage area	✓		
		Warranties			
24.		Bumper to Bumper: 3 years / 36,000 miles	✓		
25.		Powertrain: 5 years / 60,000 miles	✓		
26.		Safety Restraint System: 5 years / 60,000 miles	✓		
27.		Corrosion (Perforation only): 5 years / Unlimited miles	✓		
28.		Roadside Assistance Program: 5 years / 60,000 miles	✓		
29.		Parts Book and Service Manual – One (1) Set for Chassis, Body, and All Equipment	✓		Service manual will be on CD. Chassis Parts Book unavailable. Exception.



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Anthony R. Carr, P.E., CFM - Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

CC: Vanessa Valadares, P.E. - Principal Engineer

REF: Commitment To Fund Letter
Local Transportation Capital Improvement Program (LOTICIP) Grant State
Project L102-0004 - East Wall Street – Landmark Square Safety, Accessibility
and Streetscape Improvement Project

DATE: September 23, 2020

As you are aware, the Department of Public Works (D.P.W.) applied for and was successful in securing a Local Transportation Capital Improvement Program (LOTICIP) Grant from the Western Connecticut Council of Governments for State Project L102-0004 - East Wall Street – Landmark Square Safety, Accessibility and Streetscape Improvement Project. As the second step in the LOTICIP Grant process, the D.P.W. had to submit a State of Connecticut Department of Transportation (Conn D.O.T.) LOTICIP Grant Application Package for approval. On September 15, 2020, Mayor Rilling received notification from Mr. James A. Fallon, P.E. of the Conn D.O.T. that the LOTICIP application for the Project had been approved in the amount of \$1,516,800.00 in the form of a Commitment to Fund letter. The next step in the Grant Process is to have the Common Council authorize the Mayor to execute the Commitment to Fund letter and return it to Conn D.O.T. within sixty (60) days of the September 15, 2020 date.

All eligible participating Items are 100% funded through this grant excluding Site Amenities such as benches and bike racks, etc.

Therefore, I would like to request that the following item be included on the agenda for the October 6, 2020 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for Local Transportation Capital Improvement Program (LOTICIP) Grant State Project L102-0004 - East Wall Street – Landmark Square Safety, Accessibility and Streetscape Improvement Project.

If you have any questions, please do not hesitate to contact me.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



September 15, 2020

The Honorable Harry W. Rilling
Mayor
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856-5125

Dear Mayor Rilling:

Subject: Local Transportation Capital Improvement Program (LOTICIP)
Commitment to Fund
Streetscape Improvements
State Project No. L102-0004
East Wall Street – Landmark Square
City of Norwalk

The Department of Transportation (Department) has received the LOTICIP application prepared by the City of Norwalk (Municipality) and submitted through the Western Connecticut Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the revised cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTICIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

Rights of Way	\$	0
Eligible Utilities	\$	0
Contract Items:	\$	1,264,000
Contingencies:	\$	126,400
<u>Incidentals to Construction:</u>	<u>\$</u>	<u>126,400</u>
Total Funding Commitment:	\$	1,516,800

This Commitment to Fund is subject to funding availability and general conditions including, but not limited to, the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines*, dated March 2019, as may be revised. The guidelines are available on the Department's LOTICIP web page at www.ct.gov/dot/lotcip.

2. The project costs identified in this Commitment to Fund letter are based on estimates provided by the Municipality and endorsed by the COG. These costs are to be considered capped until adjustment, based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.
3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.
4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.
5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution, subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality will be responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. **It is critical that the Municipality or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) - Inland Water Resources Division early in the design process** to discuss permitting requirements, and to identify specific environmental concerns and design considerations. Failure to establish early coordination with DEEP may result in significant time delays in the permitting process due to the need for design changes and/or denial of permit applications. Please note the Department hosts a monthly Interagency Coordination (Municipal) meeting where municipalities (and their consultants) can discuss municipal projects with the various regulatory agencies relative to permitting requirements, identification of specific environmental concerns and design considerations.
2. The LOTCIP application materials indicate that right of way acquisitions are not anticipated to be required for the project. Should it be determined during the design phase that right of way acquisitions will be required, the Municipality must notify the Department through the COG as specified in the LOTCIP guidelines.
3. This project may require utility relocations. Coordination with utility companies who have facilities in the project area, as well as with any utilities that currently do not have facilities present but may have plans to expand service to the area, should begin early in the design process. Costs for relocation of privately-owned utility facilities on municipally owned roadways, including adjustment of utility gates, are the responsibility of the affected utility and are ineligible for LOTCIP participation.

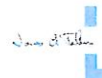
4. This project proposes the installation of Rectangular Rapid Flashing Beacons (RRFB) along East Wall Street. Information and requirements relative to the installation of RRFBs can be found on the Department's web page at <https://www.ct.gov/dot/cwp/view.asp?a=3199&q=592210>. The Municipality will be responsible for satisfying all applicable requirements associated with the RRFBs proposed under this project.

Please be informed that, in accordance with the LOTCIP guidelines, the Department will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately sixty (60) days. The results will be forwarded to the Municipality and the COG, when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

If you have any questions, please contact the Project Manager, Mr. William Grant, P.E., at (860) 594-3229 or by e-mail at William.E.Grant@ct.gov.

Very truly yours,

 Digitally signed by
James Fallon, P.E.
Date: 2020.09.14
16:07:41-04'00'

James A. Fallon, P.E.
Division Chief of Highway Design
Bureau of Engineering and Construction

Accepted By: _____
The Honorable Harry W. Rilling
Mayor

Date _____

cc: Mr. Paul Sotnik, P.E., Senior Civil Engineer, City of Norwalk
Mr. Anthony Carr, P.E., Chief of Operations and Public Works, City of Norwalk
Mr. Francis Pickering, Executive Director, Western Connecticut Council of Governments
Mr. Kevin Mahoney, Senior Project Manager, Western Connecticut Council of Governments

ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND OTHER PROPOSALS REQUIRING THE EXPENDITURE OF CITY FUNDS ARE SUBJECT TO THE AVAILABILITY OF FUNDS

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.org/meetings



Members of the public can call in and listen to a meeting. They will not be able to speak or see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID. Please find the information using the link above.



Members of the public who wish to provide "live comments" will need to register in advance and use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section. Please find the information using the link above.



Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.



Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time. Please email Donna King at dking@norwalkct.org to provide written public comment prior to the meeting.

AGENDA

I. **ROLL CALL** 14, Mr. Dumas absent

II. **ACCEPTANCE OF MINUTES**

Regular Meeting: August 25, 2020

APPROVED

III. **PUBLIC PARTICIPATION** 0

IV. **MAYOR**

A. **RESIGNATIONS AND APPOINTMENTS**

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS: On September 8, 2020, City Hall reopened by appointment only. Other cities are seeing an increase in COVID -19 cases. Norwalk needs to continue what we are doing to keep our infection rate low. Free meal distribution for school aged children will continue until the end of 2020. On September 9, 2020, CT Food Bank will conduct a drive through food distribution at Veterans Park. With school back in session, Mayor thanked the teachers and staff and wished them well.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR: VII.A.1, VII.A.2a, VII.A.2b, VII.A.3a, VII.A.3b, VII.A.4, VII.A.5a, VII.A.5b, VII.A.6, VII.A.7, VII.A.8, VII.B.1a, VII.B.1b, VII.B.2, VII.B.3a, VII.B.3b, VII.B.5, VII.C.1a, VII.C.1b, VII.C.2a, VII.C.2b, VII.C.3a, VII.C.3b

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC WORKS COMMITTEE

1. Approve the increase of the Solid Waste Tip Fee from \$85/ton to \$90/ton set by the Department of Public Works Fee Schedule. **APPROVED**

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Titan Enterprises, Inc. for Project TMP 2020-1 ADA Access and Sidewalk Replacement at City Hall and the Health Department for a sum not to exceed \$215,775.00.

Account No. 09 17 1000 5777 C0536
09 18 1000 5777 C0536
09 17 4021 5777 C0581
09 18 4021 5777 C0581
09 20 4021 5777 C0581

AUTHORIZED

- 2b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Titan Enterprises, Inc. for Project TMP 2020-1 ADA Access and Sidewalk Replacement at City Hall and the Health Department for a sum not to exceed \$21,577.50.

Account No. 09 17 1000 5777 C0536
09 18 1000 5777 C0536
09 17 4021 5777 C0581
09 18 4021 5777 C0581
09 20 4021 5777 C0581

AUTHORIZED

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Safety Markings, Inc. for Project TMP 2020-2 Proposed Pavement Marking, Symbols and Legends at Various Locations for a sum not to exceed \$128,935.00.

Account No. 09 18 4021 5777 C0562
09 19 4021 5777 C0562
09 20 4121 5777 C0562
09 18 4021 5777 C0598
09 19 4121 5777 C0598
09 20 4121 5777 C0598

AUTHORIZED

- 3b. Authorize the Chief of Operations and Public Works to Execute Orders on the Contract with Safety Markings, Inc. for Project TMP 2020-2 Proposed Pavement Markings, Symbols and Legends at Various Locations for a sum not to exceed \$12,893.00.

Account No. 09 18 4021 5777 C0562
09 19 4021 5777 C0562
09 20 4121 5777 C0562
09 18 4021 5777 C0598
09 19 4121 5777 C0598
09 20 4121 5777 C0598

AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute a Fourth Amendment to the August 28, 2007 agreement for Professional Engineering Services between the City of Norwalk and A. DiCesare Associates, P.C., regarding the East Avenue Reconstruction Project, for an amount not to exceed \$91,000.00 in accordance with the attached scope of services dated July 27, 2020.

Account No. 09 11 4021 5777 C0471
09 12 4021 5777 C0471
09 19 4021 5777 C0471
09 20 4021 5777 C0471
09 21 4021 5777 C0471

AUTHORIZED

- 5a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$954,320.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021

09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

AUTHORIZED

- 5b. Authorize the Chief of Operations and Public Works, to execute orders on the contract with M. Rondano, Inc. for project DRG2020-1 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$95,500.00.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318

AUTHORIZED

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Ahneman Kirby, LLC for On-Call Surveying Services. The Agreement is for a period of one (1) year at a sum not to exceed \$120,000.00 with an option to extend for two (2) additional terms for one (1) year each.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 06 4021 5777 C0315
09 20 4027 5777 C0643
01 40 30 5258

AUTHORIZED

7. Authorize the Mayor, Harry W. Rilling, to execute a Maintenance Agreement between the City of Norwalk and Metropolitan Reality Associates, LLC for the maintenance of the fence installed on the existing retaining wall within the City Right-of-Way along the length of the frontage of the property located at 1 Bates Court adjacent to Dr. Martin Luther King, Jr. Drive.

AUTHORIZED

8. Authorize the Mayor Harry W. Rilling, to execute the Gift Letter in order to demonstrate formal acceptance of the gift of the Fence from the Lockwood Mathews Mansion Museum.

AUTHORIZED

B. HEALTH AND PUBLIC SAFETY COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Department of Justice under the FY2020 Edward Byrne Memorial Justice Assistance Grant, in the amount of \$33,741.00.

AUTHORIZED

- 1b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through the FY2020 Edward Byrne Memorial Justice Assistance Grant pursuant to such grant funding. **AUTHORIZED**
2. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents or amendments as may be necessary to accept and implement the LiveScan Device Transfer Agreement between the State of Connecticut Department of Emergency Services and Public Protection and the Norwalk Police Department. **AUTHORIZED**
- 3a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Transportation under the FY 2021 Distracted Driving High Visibility Enforcement Grant, in the amount not to exceed \$50,000.00. **AUTHORIZED**
- 3b. Authorize the Police Chief, Thomas E. Kulhawik, to execute any and all agreements, documents, instruments and amendments thereto as may be necessary to implement all programs through to FY 2021 Distracted Driving High Visibility Enforcement Grant, pursuant such grant funding. **AUTHORIZED**
4. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept funds from the Connecticut Department of Public Health in the amount of \$493,298, for the period beginning May 19, 2020 through November 17, 2022 for the enhanced detection, response, surveillance and prevention of COVID-19 **AUTHORIZED**
5. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the project, Utilizing Community Health Workers in Norwalk COVID-19 Response, between the Connecticut Health Foundation, Inc., the Family and Children's Agency, Inc., and the City of Norwalk for the period September 1, 2020 to February 28, 2021. **AUTHORIZED**

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute a contract with A.V. Tuchy, Inc. for the installation of an elevator at the Norwalk Museum for a total not to exceed \$469,978.00. Acct. # 0919/206363 5777 C0549 **AUTHORIZED**
- 1b. Authorize the Historical Commission to execute Change Orders on Contract for a total not to exceed \$47,000. **AUTHORIZED**
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Antinozzi Associates, P.C. to provide architectural design services for the Naramake Elementary School – Kitchen Addition project for a total not to exceed \$239,200.00 Acct. #09215010 5777 C0788. **AUTHORIZED**
- 2b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$23,920.00. **AUTHORIZED**

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**SEPTEMBER 8, 2020
VIA TELECONFERENCE**

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Antinozzi Associates, P.C. to provide architectural design services for the Cranbury Elementary School new construction project for a total not to exceed \$1,824,000.00 Acct. #09215010 5777 C0786.

AUTHORIZED

- 3b. Authorize to establish a contingency for additional services as may be required for a total not to exceed \$91,200.00.

AUTHORIZED

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT 8:00 PM

DATE

9/24/2020

QUOTE INFORMATION

GABR2020000172A463

GRANITE 42FR

Qty: 1

PREPARED BY

GABRIELLI TRUCK SALES OF
CONNECTICUT, LL

277 NEW PARK AVE

HARTFORD

CT 06106-2949

PREPARED FOR

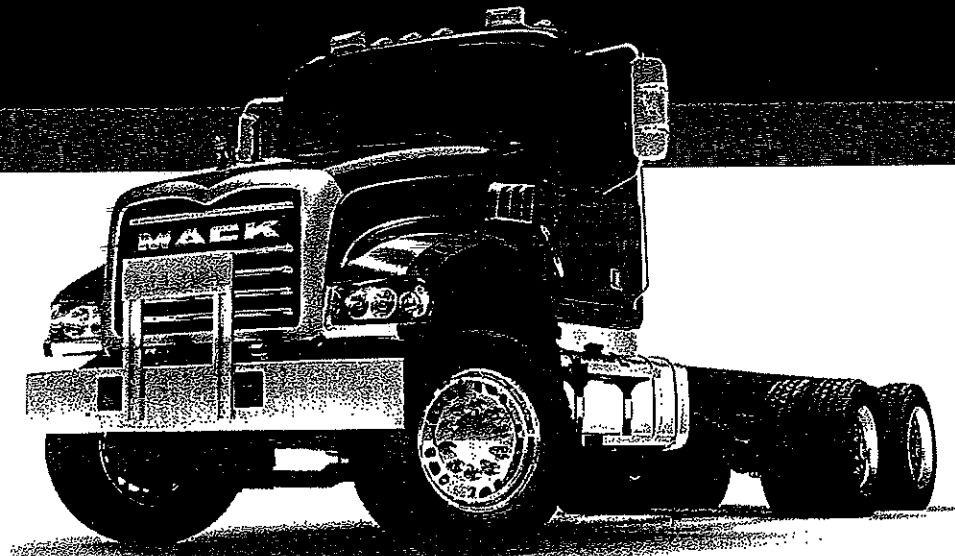
CITY OF NORWALK

125 EAST AVE

NORWALK

CT 068515702

PROPOSAL



MACK



DATE

9/24/2020

QUOTE INFORMATION

GABR2020000172A463

GRANITE 42FR

Qty: 1

PREPARED BY

GABRIELLI TRUCK SALES OF
CONNECTICUT, LL
277 NEW PARK AVE
HARTFORD
CT 06106-2949

PREPARED FOR

CITY OF NORWALK
125 EAST AVE
NORWALK
CT 068515702

Thank you for giving us this opportunity to provide a quote.

This proposal contains the complete specification and performance details of the Mack model configured for your application. Every proposed spec from Mack is prepared with lowest total cost of ownership and highest return on investment as the key objectives for our customers.

This reflects Mack's focus on application excellence to deliver uptime and fuel economy, reduced maintenance, driver satisfaction, productivity and high resale value. The enclosed spec and recommendations have been carefully designed to meet all these objectives.

Beyond the technical specifications contained in this proposal, it's important to remember that each Mack truck is backed by Mack Connect, the industry's leading uptime and productivity solution, plus a coast-to-coast network of dealer service locations. I think that after reviewing this proposal you will realize why Mack is "The American Truck You Can Count On."

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Yours sincerely

CHRIS STADLER

GABRIELLI TRUCK SALES OF CONNECTICUT, LL

MAEK

TECHNICAL SPECIFICATION

GRANITE 42FR

CUSTOMER/VEHICLE INFO			DESCRIPTION
S	0029506	CHASSIS (BASE MODEL)	GRANITE 42FR
S	FACT-US6	ASSEMBLY PLANT	Made in Macungie, PA USA
	MP20001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND
S	0130001	TYPE OF SERVICE	COMMERCIAL
S	M981001	WARRANTY REGISTRATION LOCATION	US - WARRANTY REGISTRATION LOCATION
S	5051701	INITIAL REGISTRATION LOCATION	ALL 50 STATES, CARB ENGINE EMISSION (US17 / US21 / ZERO EMISSION)
S	5340001	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH
S	RC-SMOOT	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE
	0059352	VEHICLE USE & BODY/TRAILER TYPE	SNOW PLOW FRONT MOUNTED
	TRLR3	TRAILER TYPE	FIXED DRAWBAR TRAILER AND CENTERED AXLES
S	UGCW	GROSS COMBINATION WEIGHT	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
S	BREG94	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)
	T-FLAT	TOPOGRAPHY	GRADES <3% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 8%
S	ATU40	AMBIENT TEMP UPPER LIMIT (GTA)	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR
	0320019	TERRAIN GRADE	TURNPIKE / INTERSTATE, STARTING / OPERATING GRADES 3% MAX
S	0330010	LOADING SURFACE	CONCRETE LOADING AND / OR UNLOADING SURFACE
S	0340202	VEHICLE VOCATION	CONSTRUCTION SERVICE

ENGINE/TRANSMISSIONS			DESCRIPTION
	1001761	ENGINE PACKAGE, COMBUSTION	MP7-425M MACK 425HP @ 1500-1800 RPM (PEAK) 2100 RPM (GOV) 1560 LB-FT, US'17
	1364540	TRANSMISSION	4500 RDS 6 SP-ALLISON RUGGED DUTY SERIES GEN 5 W/PROGNOSTICS
S	UGGLT	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT

EXHAUST/EMISSIONS			DESCRIPTION
S	CIR0003	CARB 2008 IDLE REGULATION	IDLE EMISSION CERTIFICATION, CARB (WITH DECAL LOCATED ON LOWER LH CORNER / DRIVER DOOR
S	DPF0111	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21
S	MCF0006	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER

TECHNICAL SPECIFICATION (cont.)

MAEK®

EXHAUST/EMISSIONS		DESCRIPTION
DF12133	DEF TANK	8.7 GALLON (33 L) 26" LEFT SIDE FUEL TANK MTD
1305101	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END
EXSTH29	EXHAUST STACK HEIGHT	9' 6" FROM GROUND
EXMF-BS5	EXHAUST SYSTEM MATERIAL FINISH	SINGLE, BRIGHT FINISH STACK ONLY
EOBD-U20	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2020

ENGINE EQUIPMENT		DESCRIPTION
	1250400	AIR CLEANER
		UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR CONTROLLED INSIDE-OUTSIDE AIR INTAKE
S	1219001	BUG SCREEN
		BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER
S	1133418	AIR COMPRESSOR/DRYER
		WABCO AIR DR SS-HP AIR DRYER W/ WABCO 318 (18.7 CFM) AIR COMPRESSOR
	1321229	ALTERNATOR
		DELCO 12V 145A (24SI) BRUSH-TYPE
	3165106	BATTERIES
		(3) MACK 12V 1000/3000 CCA THREADED STUD TYPE
S	3930013	BATTERY BOX - MOUNTING
		LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)
	BBOXC-AP	BATTERY BOX COVER
		POLISHED ALUMINUM
	ESS-BBM	EMERGENCY START CONNECTIONS
		EMERGENCY START STUDS, BATTERY BOX MOUNTED
	3180010	BATTERY DISCONNECT SWITCH
		FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE
S	12STR-S2	STARTER MOTOR
		12 VOLT DELCO 39MT-MXT
S	1100700	ENGINE BRAKE
		MACK MP7 POWERLEASH
S	1180027	FAN DRIVE
		BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE
S	1192005	COOLANT PROTECTION
		ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO - 34DEG, W/ FILTER
	1249032	HOSES - RADIATOR/HEATER
		SILICONE RADIATOR & HEATER HOSES W/BREEZE CONSTANT TORQUE CLAMPS ON ALL COOLANT LINES
	2931000	FUEL-WATER SEPARATOR
		DAVCO 382, (FLUID HTD) FUEL HEATER/WATER SEPARATOR W/VENDOR PRIMARY
S	FPP-STD	PRIMARY FUEL FILTER POSITION (CA)
		STANDARD FUEL FILTER POSITION
	MCA0054	ENGINE HEATERS
		GRID HEATER + 120v 1500w BLOCK HEATER ONLY (120V-15A PLUG)
	OILS-ST2	OIL PAN
		CORROSION RESISTANT OIL PAN
	TDCC-P4	TETHER DEV PKG, CAPS & COVERS
		CAP RETAINER FOR OIL FILL & RADIATOR OVERFLOW TANK, BATTERY BOX, AND TOOL BOX (IF FURNISHED)
S	UENGSTOP	ENGINE STOP, EMERGENCY (CA)
		WITHOUT ENGINE STOP, EMERGENCY

CLUTCH/TRANS EQUIPMENT		DESCRIPTION
	4921003	GEAR SHIFTER
		ALLISON DASH MOUNTED SHIFTER W/NEUTRAL TO RANGE INHIBIT (HD SERIES)
S	MCB0000	CLUTCH ACTUATION SYSTEM & PEDAL PAD
		WITHOUT CLUTCH CABLE SYSTEM
	1951203	DRIVELINE - MAIN
		MERITOR 18 MXL "XTENDED LUBE" (PROPS-L)
	PSMUJ-HR	PROPELLR SHAFT MAIN, UNVSL JNT
		UNIVERSAL JOINT HALF-ROUND TYPE
S	TTOR-B	TRANSMISSION OUTPUT TORQUE
		TRANSMISSION OUTPUT TORQUE BASIC
S	BELLH-AL	BELL HOUSING
		ALUMINUM
	LUBET-ST	LUBRICANTS, TRANSMISSION
		TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS
	1399009	TRANSMISSION OIL COOLER
		ALLISON TRANS. W/DIRECT MOUNT COOLER & SS COOLANT TUBES

FRONT AXLE EQUIPMENT		DESCRIPTION
S	2401500	FRONT AXLE
		18000# (8200 KG) MACK FXL18 (WIDE PIVOT CENTER) STRAIGHT SPINDLE/UNITIZED BEARINGS
	2442002	SPRINGS - FRONT
		MACK MULTILEAF 18000# (8200 KG) GROUND LOAD RATING, EQUAL BIAS
S	2411105	FRONT AXLE BRAKES
		MERITOR "S" CAM TYPE 16.5" x 6" Q+

TECHNICAL SPECIFICATION (cont.)

FRONT AXLE EQUIPMENT			DESCRIPTION
S	BF-DRCAS	BRAKE, FRONT	CAST IRON
	FBRDUST	FRONT AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR FRONT AXLE
S	FBADJ-AH	FRONT BRAKE ADJ. MANUFACTURE	HALDEX - AUTOMATIC
S	FBCM-MGM	FRONT BRAKE CHAMBER MFG.	FRONT BRAKE CHAMBER MANUFACTURER, MGM
S	HUBF-BAS	HUB MATERIAL, FRONT	FERROUS
S	FSHABS	SHOCK ABSORBER, FRONT	DOUBLE ACTING TYPE
S	2452213	STEERING	SHEPPARD SD110
S	LUBEF-PS	LUBRICANTS, FRONT AXLE	PETROLEUM/SYNTHETIC (50/50) OIL FRONT AXLE

REAR AXLE EQUIPMENT			DESCRIPTION
	2522025	REAR AXLE - SINGLE	30000# (13600kg) MERITOR RS-30-185 SINGLE REDUCTION
S	RACWD-ST	REAR AXLE CASING WIDTH	W/O WIDE TRACK AXLE
	0180000	CARRIER - REAR AXLE	VENDOR CARRIER
	RAT5.38	REAR AXLE RATIO	5.38 RATIO
	2601035	REAR SUSPENSION - SINGLE	30000# MULTILEAF W/HELPER NO ANTI-SWAY
	2531101	BRAKES - REAR	MERITOR CAM 16.5"x7" P BRAKES
S	BR-DRCAS	BRAKE, DRIVE, REAR	CAST IRON
S	RBADJ-AH	REAR BRAKE ADJ MANUFACTURE	HALDEX - AUTOMATIC
	DBRDUST	DRIVE AXLE BRAKE DUST SHIELD	DUST SHIELDS FOR REAR AXLE
	RBCS3636	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 36/36 TYPE
	3009005	REAR BRAKE CHAMBER	MGM TR-T; TAMPER-RESISTANT BRAKE CHAMBERS
	HUBD-BAS	HUB MATERIAL, DRIVE	FERROUS
	LUBER-SN	LUBRICANTS, REAR AXLE(S)	75W - 90 (SYNTHETIC LUBRICANT)
	2540400	TRACTION DIFFERENTIAL	DRIVER CONTROLLED INTER WHEEL DIFFERENTIAL LOCK FRT RR AXLE, MANUAL AIR VALVE W/WARNING LIGHT.
S	6980106	ANTILOCK BRAKE SYSTEM	BENDIX WITH TRACTION CONTROL 4S4M
S	BRV-V4	BRAKE VALVE VERSION	BENDIX SWITCHES AND VALVES WHERE POSSIBLE

FRAME EQUIPMENT/FUEL TANKS			DESCRIPTION
	2710187	WHEELBASE	187"
	3740094	AF (OVERHANG)	94"
	MCE0010	FRAME RAILS & LINERS	9.5 x 90 x 300mm - (0.37" x 3.54" x 11.81")W/ Full Liner; RBM 3,580,000 LB-IN
	RUSTP-F	RUST PROTECTION (for frame), ADDITIONAL (CA)	RUST PROTECTION BETWEEN FRAME RAILS AND LINERS
	FFL1233	FRONT FRAME LENGTH	BUMPER POSITION EXTENDED 20" (SNOW)
S	2811055	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL
S	RXM-STR	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER
S	BUMP-SPE	FRONT BUMPER	EXTENDED-SWEPT BACK-STEEL
S	TDF2HOOK	TOWING DEVICE, FRONT	HOOKS
	TOWR2HK1	TOWING DEVICE, REAR	HOOKS - FRAME MOUNTED
S	FLS-BASL	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK
	288A072	FUEL TANK - LH	72 GALLON (275 L) 26" ALUMINUM, SLEEVED D-SHAPED
S	2900000	FUEL TANK - RH	W/O RH FUEL TANK
S	8520052	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP
	FLI-SING	FUEL LINE OPTIONS, LIQUID	W/O FUEL LINE OPTION
S	CSTEP-BA	CAB INSTEP VERSION	STANDARD 2 STEP CAB ACCESS

TECHNICAL SPECIFICATION (cont.)

MAACK®

AIR/BRAKE			DESCRIPTION
	DRVA-AHC	AIRTANK DRAIN VALVE	AUTO DRAIN VALVE, HEATED, ON SUPPLY TANK, W/LANYARDS ON ALL OTHER TANKS
	ATANK-AL	AIRTANK MATERIAL	ALUMINUM, PAINTED
S	ADP-STD	AIR DRYER POSITION (CA)	W/O RELOCATION OPTION
S	1410000	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS
S	PBV-Y	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM

ELECTRICAL			DESCRIPTION
	BUPALAR3	BACK-UP ALARM	ECCO BACK-UP ALARM 575 CONSTANT SOUND LEVEL 107 dB
	AUXSW-6	DASH MOUNTED SWITCHES	(4) 15A, IGNITION POWERED, (2) 15A BATTERY POWERED, ALL LATCHING ON/OFF
S	3120102	ROOF MARKER LIGHT	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL
	AL-SPK3	AUXILIARY LAMPS	DASH CTRL/PWR SUPPLY/LOCAL INST PLOW LAMPS W/LEAD FURN@ GRILL W/2W/3W WEATHER PACK CON
S	LOWB-DA7	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF
	TL-SER44	TAIL LAMPS	LED TYPE TAIL LAMP MODULE MTD BELOW REAR CROSSMEMBER
	CHAWL2	WORK LIGHTS - CHASSIS MOUNTED	RH/LH LED WORK LIGHT (STEPS & GROUND) ON BOTH SIDES TRUCK

TRAILER CONNECTIONS			DESCRIPTION
	3210002	TRAILER ELECTRICAL RECEPT	SINGLE 7 PINS STD SAE TYPE, END OF FRAME

PTO			DESCRIPTION
S	UPTOTNC	PTO TRANS NEUTRAL CONTRL CHECK	W/O NEUTRAL CONTROL
S	B830025	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU

SPECIALTY EQUIPMENT			DESCRIPTION
S	UDATAC	DATA CAPTURE	WITHOUT DATA CAPTURE

CAB INTERIOR (A THRU G)			DESCRIPTION
S	1980001	GAUGES - UNIT OF MEASURE	U.S. UNITS (PREDOMINANT)
	APNOUTC	AUXILIARY PNEUMATIC OUTLET CAB	AUX. INCAB PNEUMATIC LINE CLEANOUT
S	1731002	AIR CONDITIONING/HEATER	BLEND AIR HVAC W/"ATC" TEMP REGULATION
S	DL-BS2R	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED
S	DIL-BOOP	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"
	7860007	FIRE EXTINGUISHER	5LB (ABC RATED/AMEREX) MOUNTED BETWEEN LH SEAT BASE AND DOOR WITH VALVE AIMED REARWARD
S	1840007	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS

CAB INTERIOR (H THRU R)			DESCRIPTION
S	C520007	INSTMNT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH
S	KEY-BAS	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM
S	DOP-MAN	DOOR OPENING OPTIONS	W/O ELECTRONIC KEYLESS ENTRY
S	1746101	AUDIO ACCOMMODATION	PREMIUM STEREO, AM/FM, CD-PLAYER, MP3, WEATHER BAND, BLUETOOTH
S	ANR-CDL1	ANTENNA - RADIO	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR
S	AUDOFF	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE
S	PWL5WH	POWER LEADS	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE

CAB INTERIOR (H THRU R)			DESCRIPTION
S	SPK-IDM	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL
S	CBM-OPR	COM.RADIO PREP KIT (CB)	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE
S	AWIND-RF	AUXILIARY REAR WINDOW	REAR WINDOW (FIXED TYPE)
S	RWSTC-FI	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR
	7840005	REFLECTOR KIT	EMERGENCY REFLECTOR KIT MOUNTED PARALLEL & CENTERED AGAINST BOC

CAB INTERIOR (S THRU Z)			DESCRIPTION
S	0041110	INTERIOR TRIM LEVELS	STANDARD PACKAGE, STEEL GRAY (Package 11A)
	1963140	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION
	MAP2004	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - STEEL GREY VINYL / CLOTH MIX
	1973001	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK, W/ STORAGE BOX
S	MAQ1004	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - STEEL GREY VINYL
	ARMRE-DS	SEAT ARMREST	INBOARD MOUNTED ARM REST, DRIVER'S SEAT ONLY
	5929008	SEAT BELT(S)	LAP & SHOULDER HEIGHT ADJUSTMENT D-RING SEATBELT RH/LH ORANGE IN COLOR
S	IGT-KEY	IGNITION TYPE	KEY TYPE
S	1610012	STEERING WHEEL	2 SPOKE URETHANE GRIP, GUNMETAL SPOKES, W/O SWITCHES
S	WIND-SP	WINDSHIELD TYPE	TWO PIECE WINDSHIELD
	1459003	CAB GLASS	HEATED TINTED WINDSHIELD, TINTED SIDE AND REAR WINDOW
	WREP-BOC	WASHER RESERVOIR POSITION	WINDSHIELD WASHER RESERVOIR INSTALLED BOC
	1489008	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE & ARCTIC WIPER BLADES

CAB EXTERIOR			DESCRIPTION
	MCG0002	AIR INTAKE GRILL / HOOD LATCH - FINISH	BRIGHT AIR INTAKE WITH BLACK HOOD LATCHES
	4000018	GRILLE	BRIGHT FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED
S	MCD0020	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR
	5870102	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST
S	RCABS-A	REAR CAB SUSPENSION	REAR CAB SUSPENSION, AIR
	1549014	HORN - AIR	(2) MACK RECTANGULAR SINGLE TRUMPET, BRIGHT FINISH ALUMINUM W/SNOW SHIELDS
	HORN-E2D	HORN - ELECTRICAL	DUAL TONE
	1522401	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, HEATED, W/O LAMPS
	1539008	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER HEATED CONVEX
	1570001	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, FIBERGLASS (PAINTED)

AERODYNAMIC DEVICES			DESCRIPTION
S	1590000	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERO AIDS
S	MCM0000	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS

WHEELS & TIRES			DESCRIPTION
	9001415	TIRES BRAND/TYPE - FRONT	315/80R22.5 L BRIDGESTONE M870 (20000 lbs) (Total for QTY = 2)
S	4WC-C1X	GHG STEER TIRE CATEGORY (PAWS)	LOW ROLLING RESISTANCE, BETTER FUEL ECONOMY
S	5311506	WHEELS - FRONT	22.5x9.00 ACCURIDE WHITE POWDER COAT STEEL, 7.00" OFFSET, 5 HAND HOLE (Total for QTY = 2)
	9015413	TIRES BRAND/TYPE - REAR	12R22.5 H GOODYEAR G622 RSD (27120 lbs) (DRIVE ONLY) (Total for QTY = 4)

WHEELS & TIRES			DESCRIPTION
	4XC-G1X	GHG DRIVE TIRE CATEGORY (PAWS)	OTHER (NON-SPECIFIED), VERY POOR FUEL ECONOMY
	3462742	WHEELS - REAR	22.5x8.25 HAYES LEMMERZ WHITE POWDER COAT STEEL, 6.62" OFFSET, 2 HAND HOLE (Total for QTY = 4)
	DSTUD-S	DRIVE WHEEL STUDS	DRIVE WHEEL STUDS BASIC LENGTH
S	VALVESTD	TIRE INFLATION VALVE	STANDARD VALVE STEMS AND CAPS
S	MCH0000	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM
S	MCI0000	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM
	MCJ0000	AUXILIARY HUB/WHEEL TRIM	WITHOUT AUXILIARY HUB/WHEEL TRIM
	HWIF-NYL	HUB/WHEEL ISOLATOR FRONT	PROTECTIVE NYLON SPACER BETWEEN DISCS WHEEL TO DRUM
	HWID-NYL	HUB/WHEEL ISOLATOR DRIVE	PROTECTIVE NYLON SPACER BETWEEN DISCS & WHEEL TO DRUM
S	WNFF-BAS	WHEEL NUT & FINISH, FRONT	WHEEL NUT BASIC FINISH, FRONT
S	WNFR-BAS	WHEEL NUT FINISH, REAR (CA)	WHEEL NUT BASIC FINISH, REAR

COMMUNICATION SYSTEMS			DESCRIPTION
S	DFA-LIM	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1
S	M300004	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES

ENGINE ELECTRONICS			DESCRIPTION
S	OPRESHUT	OIL PRESSURE, ENGINE SHUTDOWN	OIL PRESSURE, ENGINE SHUTDOWN
	CLEVSHUT	COOLANT LEVEL, ENGINE SHUTDOWN	COOLANT LEVEL ENGINE SHUTDOWN
S	CTEMSHUT	COOLANT TEMP, ENGINE SHUTDOWN	COOLANT TEMP, ENGINE SHUTDOWN
S	ENGPROT	ENGINE PROTECTION SYSTEM	ENGINE PROTECTION (SHUTDOWN)
S	IDLE650	ENGINE IDLE CONTROL	IDLE CONTROL, 650 RPM
S	IBC010	SMART IDLE ELEVATED IDLE RPM TIME	INCREASE 10 MINUTE MAXIMUM TIME
S	ISDTC-E	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED
S	ISDW30	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME
S	WTEMD38	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY
S	WTIMD005	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY
S	ISDPTO	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE
S	ISDOVTO	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT
S	ISDOT20	IDLE S/D OVERRIDE %ENGINE LOAD	IDLE SHUTDOWN OVERRIDE UPTO 20% ENGINE LOAD THRESHOLD
S	ATMINT16	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)
S	ATMAXT27	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)
S	EHTR16	EL HD THROTTLE,MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KM/H (10 MPH)
	EHTX2100	EL HAND THROTTLE,MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 2100 RPM
S	EHTM700	EL HAND THROTTLE,MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM
S	EHTRR100	EL HD THROTTLE,SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC

TRANSMISSION ELECTRONICS			DESCRIPTION
	TRAPROT	TRANSMISSION PROTECTION	TRANS. PROTECTION, ENGINE SHUT DOWN (HIGH TEMP.)
	7791753	TRANSMISSION ELECTRONICS PACKAGE	DUMP/VO/PLW(175) - ALLOWS TRUCK TO BE PUT IN GEAR W/O SERVICE BRAKE (FOR PAVING) (4TH GEAR LIMIT S
S	MAV0000	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSNSE 2.0 PROGRAMMING

TECHNICAL SPECIFICATION (cont.)

MAEK®

VEHICLE ELECTRONICS			DESCRIPTION
S	CRUISEC	CRUISE CONTROL	CRUISE CONTROL
S	CCM105	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)
S	CCM32	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)
S	EBREC3A	ENG BRK ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED
	PRSL105	PEDAL RSL SETTING	105 KM/H PEDAL ROAD SPEED LIMITER (65MPH)
S	SPEED105	ROAD SPEED LIMITER SETTING	105 KM/H ROAD SPEED LIMITER(65 MPH)
	MESZ1950	MAXIMUM ENG SPEED AT 0 MPH	1950 MAXIMUM ENGINE SPEED AT 0 MPH
S	DSST-E	DETECTION SPEED SENSR TMRNG	DETECTION OF SPEED SENSOR TAMPERING, ENABLE
S	ETOL50ST	ENG TORQUE LIMIT,SPEED SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED
S	DIDF-DIS	DRIVER ID FUNCTION	DRIVER ID FUNCTION, DISABLED
S	UDRP	DR PERFORMANCE PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS
S	EOSA2200	ENGINE OVERSPEED,ALL COND, LOG	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM
S	EOSF2100	ENGINE OVERSPEED,FUELED, LOG	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM
S	VOSAC75	VEHICLE OVERSPEED,ALL COND,LOG	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)
S	VOSF70	VEHICLE OVERSPEED, FUELED, LOG	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)
S	EIDL02	ENGINE IDLE DELAY TO LOG	ENGINE IDLE DELAY TO START LOG, 2 MIN
S	PTLOM01	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH

PTO ELECTRONICS			DESCRIPTION
S	1PSS1000	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM
S	1PMXS10	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	1PRR100	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC
S	1PMX2100	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM
S	1PRS97	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	1PMI600	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM
S	2PSS1000	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM
S	2PMXS10	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)
S	2PRR100	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC
S	2PMX2100	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM
S	2PRS97	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)
S	2PMI600	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM

PAINT			DESCRIPTION
S	9503100	PAINT DESIGN	SINGLE COLOR
S	9240001	PAINT TYPE	SOLID PAINT
	9449345	PAINT COLOR - FIRST COLOR	SHAMROCK GREEN; L6694
S	9451000	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR
S	9461000	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR
S	9960002	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT
S	MPB0944	CAB COLOR	SAME AS FIRST COLOR - CAB
S	MPD0944	HOOD COLOR	SAME AS FIRST COLOR - HOOD
	9661944	SUN VISOR COLOR	SAME AS FIRST COLOR - SUN VISOR
S	MPC0000	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR
S	MPA0000	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING
S	9512006	CHASSIS RUNNING GEAR	MACK BLACK (URETHANE)

PAINT			DESCRIPTION
S	9589902	BUMPER	PAINT BUMPER SAME COLOR AS CHASSIS RUNNING GEAR
S	9590000	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT
S	9629902	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR
S	9639902	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR

CALCULATED CODES - KAX			DESCRIPTION
S	PROPCALC	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED
	ARC-CS	AUTO ROUTING & CLIPPING, CENTER	AUTOMATIC ROUTING & CLIPPING PLACEMENT, CENTER SECTION

BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION
S	8980003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION
S	M501002	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)
S	M511001	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)
S	M521001	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)
	M541010	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)
	M551004	CARRIER & AXLE HOUSING WARRANTY	STANDARD VENDOR NORMAL / HEAVY DUTY COVERAGE 36 MONTHS/350,000 (563,00 KM)
S	M561000	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE
S	M571000	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES
S	M581000	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)
S	M691010	GUARDDOG CONNECT BUNDLE	24 MONTH - GUARDDOG CONNECT WITH MACK OTA (with ASIST and Mack OneCall))
S	M671000	PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION	W/O PREMIUM MAINTENANCE - CHASSIS LUBE AND INSPECTION COVERAGE

Z - TO BE DISCONTINUED - GOING OBSOLETE			DESCRIPTION
S	9540000	PAINTED DISC WHEELS, FRONT	WITHOUT PAINT
S	9550000	PAINTED DISC WHEELS, REAR	WITHOUT PAINT

MAEK



PRICING SUMMARY

GRANITE 42FR

VEHICLE PRICE

EXTERNAL LOCALS Body Supplied by Equipment Service

\$106,382.00

TOTAL VEHICLE PRICE

FET EXEMPT ITEMS

TOTAL FET EXEMPT ITEMS

TAX SUMMARY

Exempt from FET and Sales tax

TOTAL TAX

~~\$238,864.00~~

TOTAL SELLING PRICE (PER UNIT)

\$231,864.00 Total

CITY OF NORWALK

DATE

GABRIELLI TRUCK SALES OF CONNECTICUT,
LL

DATE

Prepared for: Joel Grant, City of Norwalk

2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 115

Client Proposal

Prepared by:

Rich Mocarski

Office: 203-877-3281

Email: rmocarski@gabriellitruck.com

Quote ID: 092420NPW

Date: 09/25/2020

Prepared for: Joel Grant

City of Norwalk

Prepared by: Rich Mocarski

09/25/2020



Gabrielli Truck Sales of Milford | 401 Old Gate Lane Milford Connecticut | 064608625

2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 115 | Quote ID: 092420NPW

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Prepared for: Joel Grant

City of Norwalk

Prepared by: Rich Mocarski

09/25/2020

Gabrielli Truck Sales of Milford | 401 Old Gate Lane Milford Connecticut | 064608625

**2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)**

Price Level: 115 | Quote ID: 092420NPW

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F5G	Base Vehicle Price (F5G)	\$40,895.00
Packages		
660A	Order Code 660A <i>Includes:</i> - Transmission: TorqShift 10-Speed Automatic Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. - Tires: 225/70Rx19.5G BSW A/P - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries - 240 Amp Alternator	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
Seats & Seat Trim		

Prepared for: Joel Grant

City of Norwalk

Prepared by: Rich Mocarski

09/25/2020

Gabrielli Truck Sales of Milford | 401 Old Gate Lane Milford Connecticut | 064608625



2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 115 | Quote ID: 092420NPW

As Configured Vehicle (cont'd)

Code	Description	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and driver's side manual lumbar.</i>	Included
Other Options		
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> <i>- SYNC Communications & Entertainment System</i> <i>Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.</i>	Included
90L	Power Equipment Group <i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> <i>- Accessory Delay</i> <i>- Advanced Security Pack</i> <i>Includes SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> <i>- MyKey</i> <i>Includes owner controls feature.</i> <i>- Power Front Side Windows</i> <i>Includes 1-touch up/down driver/passenger window.</i> <i>- Power Locks</i> <i>- Remote Keyless Entry</i>	\$865.00
41H	Engine Block Heater	\$100.00
54K	Folding Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i>	N/C
63A	Utility Lighting System <i>Includes LED side-mirror spotlights.</i>	\$160.00
52B	Trailer Brake Controller <i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	\$270.00
18B	Platform Running Boards	\$320.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C

Emissions

425	50-State Emissions System	STD
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Interior Colors

Prepared for: Joel Grant

City of Norwalk

Prepared by: Rich Mocarski

09/25/2020

Gabrielli Truck Sales of Milford | 401 Old Gate Lane Milford Connecticut | 064608625



2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 115 | Quote ID: 092420NPW

As Configured Vehicle (cont'd)

Code	Description	MSRP
AS_01	Medium Earth Gray	N/C

Primary Colors

GR_01	Green	N/C
Requires Valid FIN Code.		

Upfit Options

84169	Galion Super Duty Body 9" Long	\$11,809.00
GALION SUPER DUTY BODY 9' LONG, 84" WIDTH, 18" HIGH SIDES 24" HIGH FRONT, 24" HIGH REAR, 3.5-4.7 CAP. 6" STRUCTURAL LONGSILLS, 3" STRUCTURAL CROSSMEMBERS ON 12" SPACING, CAST STEEL "QUICK RELEASE" UPPER TAILGATE HARDWARE, CAST STEEL OVERSHOT LOWER HARDWARE, 3 PANEL DOUBLE ACTING TAILGATE, FULLY BOXED TOP RAIL, MATERIAL SHEDDING LOWER RUB RAIL, FULL DEPTH REAR POST, TWO INTERMEDIATE SIDE BRACES, BODY 10 GAUGE GRADE 50 HIGH TENSILE STEEL, 2" FLOOR TO SIDE RADIUS. 1/2 CAB SHIELD CS615T09EMDA SUB-FRAME HOIST ASSEMBLY, ELECTRIC HYDRAULIC POWER UP POWER DOWN W/CIRCUIT BREAKER BACK UP ALARM, REAR RUBBER MUD FLAPS PAINTED BLACK STANDARD INSTALLATION TO APPROVED COMPATIBLE APPLICATION. BACK UP CAMERA INSTALL TRAILER HITCH 1/2 X 34" X 15.5: HITCH PLATE, D-RINGS, BALL PINTLE COMBO AND 7 WAY FLAT PIN TRAILER SOCKET 1702653 STAINLESS STEEL UNDER BOX 18" X 18" X 30" DROP DOWN DOOR WITH LOCKING LATCH INSTALLED(2) TLIA AMBER LED CLASS 1 1.5" H X .5" D X 5.14" L WARNING LIGHTS FRONT GRILL MOUNTED. (2) TLIA AMBER LED CLASS 1 1.5" H X .5" D X 5.14" L WARNING LIGHTS FRONT FACE CABSHIELD MOUNTED. (2) 5GA00FAR AMBER LED 3.188" H X 7.438" W X 1.25" W/RUBBER GROMMET WARNING LIGHTS MOUNTED REAR DUMP BODY POSTS WIRED TO IN CAB SWITCH		

SUBTOTAL	\$65,259.00
Destination Charge	\$1,695.00
TOTAL	\$66,954.00

Prepared for: Joel Grant

City of Norwalk

Prepared by: Rich Mocarski

09/25/2020

Gabrielli Truck Sales of Milford | 401 Old Gate Lane Milford Connecticut | 064608625



2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 115 | Quote ID: 092420NPW

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$40,895.00
Options & Colors	\$12,555.00
Upfitting	\$11,809.00
Destination Charge	\$1,695.00
<i>Discount Adjustments</i>	
Discount	-\$6,827.00
Total	\$60,127.00

Customer Signature

Acceptance Date

Prepared for: Joel Grant

City of Norwalk

Prepared by: Rich Mocarski

09/25/2020

Gabrielli Truck Sales of Milford | 401 Old Gate Lane Milford Connecticut | 064608625



2021 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 115 | Quote ID: 092420NPW

Warranty

Standard Warranty

Basic

Distance.....	36,000 miles	Months.....	36 months
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Powertrain

Distance.....	60,000 miles	Months.....	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months.....	60 months
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Roadside Assistance

Distance.....	60,000 miles	Months.....	60 months
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Additional Warranty

Diesel Engine

Distance.....	100,000 miles	Months.....	60 months
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September 29, 2020

City of Norwalk Transportation Mobility & Parking
c/o Mr. Michael Yeosock, PE, DWRE, GISP, EnvSP, STP
Project Manager
City Hall
125 East Avenue
PO Box 5125
Norwalk, CT 06856-5125

Re: SPN 0102-0360 Phase 4 Traffic Signal Upgrade & DMS Installation

Dear Mr. Yeosock,

Per our discussions on the subject project, we have revised the attached scope of work per the City's direction and cost for the requested changes at the East Avenue and St. John Street intersection for future provision of on-street parking and revisions for several Dynamic Message Signs (DMS). The DMS changes of work has also impacted the structural analyses conducted by our subconsultant Freeman Companies, who's revised scope of work and cost are also attached for your review and approval.

Thank you for the continued support and direction on this exciting project delivery for the City. We If you have any questions regarding this proposal, please do not hesitate to call me at 609-512-3523.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Stewart Gordon'.

Stewart Gordon, PE, PTOE
Project Manager

A handwritten signature in blue ink, appearing to read 'Anthony Moretti'.

Anthony Moretti, PE
Area Manager

SG/DJ
cc: 52840, 2.0; V.Karimi,

WSP USA
500 Winding Brook Drive
Glastonbury CT 06033

Tel . +1 860 659-0444

Tel . +1 860 633-8117
wsp.com

Supplemental Work No. 1

PROFESSIONAL ENGINEERING SERVICES For Phase 4 Traffic Signal Upgrade & DMS Installation City of Norwalk, Connecticut

This proposal contains engineering services to be performed for Phase 4 Traffic Signal Upgrade & DMS Installation, compensation, timing of the services and form the basis of agreement between the City of Norwalk, hereinafter, called the "CLIENT," and WSP USA Inc., hereinafter called the "ENGINEER."

This supplemental scope of work reflects engineering design services for geometric improvement at the intersection of East Avenue and St. John Street and revised Dynamic Message Signs (DMS) placement on existing traffic signal control equipment at various locations. The engineering services to be completed under this supplemental work entails preparation of A concept design for the intersection improvement at East Avenue and St. John Street for future construction improvements by the City and final engineering design plans, construction documents (plans, specification, and estimates) for updating seven (7) DMS installation locations in accordance with the City standard details, and the State guidelines. The construction documents will be inclusive with the traffic control signal and DMS project documents being designed and constructed under State Project No. 0102-0360.

The following scope of work reflects our effort in preparing the related documents for the proposed project improvements.

TASK 1 Engineering Design – East Avenue and St John Street intersection. Under this task, using existing surveyed mapping, the ENGINEER will prepare a concept design to permit two on-street parking spaces on St. John Street approach to East Avenue. The proposed on-street parking will require a shift in the centerline pavement marking from eleven (11) feet to nineteen (19) feet. The northeast curb radii will be designed for a Single Unit (SU-40) vehicle such that the stopbar position will be set back no more than 30 feet from its intersection with East Avenue. The concept design will be used to revise the Semi-Final Design Traffic Control Signal Plan improvements associated with the traffic control signal equipment reconstruction project.

TASK 2 DMS Installation Revisions. Work under this task includes updating the Semi-Final Design plans for seven (7) DMS locations related to reposition DMS signs on existing traffic signal control equipment. DMS repositions are moving from a "nearside intersection approach" to the farside of intersection for stopbar visibility. A listing of the DMS relocations from the Preliminary Design (PD) to the Semi-Final Design (SFD) are:

DMS LOCATION	PD DMS LOCATION	REVISED SFD DMS LOCATION
1N	Farside Mast Arm	Right Farside Pole Shaft
2N	Nearside Mast Arm	Left Farside Pole Shaft
3N	Nearside Pole Shaft	Farside Mast Arm

DMS LOCATION	PD DMS LOCATION	REVISED SFD DMS LOCATION
8S	Left Nearside Mast Arm	RIGHT Farside Mast Arm
8N	Left Nearside Mast Arm	Right Farside Pole Shaft
11S	Left Nearside Pole Shaft	Right Farside Pole Shaft
12S	Right Nearside Pole Shaft	Right Farside Pole Shaft

Each ITS plan sheet will be updated to reflect the revised DMS locations, including any proposed conduit and wiring, related quantities and an update to the SFD Engineer's Cost Estimate.

TASK 3 Project Coordination and meetings. Project coordination and meetings are required throughout the design process. For the purposes of establishing a budget, we have assumed two (2) virtual meetings with the City. The ENGINEER will also coordinate with our subconsultant Freeman Companies who is preparing the DMS structural evaluations.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Additional field survey and ROW mapping
- Traffic volume counts
- Roadway curb-tie plan
- Roadway grading and drainage plans
- Geotechnical services for designing structures
- Management of traffic during construction
- Administration and field inspection during construction
- As-Built Drawings of the completed traffic control signal

Should services be required in these areas, or areas not previously described, the ENGINEER will prepare a proposal or amendment, [at the CLIENT's written request], that contains the Scope of Services, Compensation, and Schedule to complete the additional services.

COMPENSATION

1. The total estimated compensation for performing the Scope of Services described in this agreement is estimated below:

WSP Fixed Labor Fee*	\$ 14,100.00
Freeman Companies Fixed Labor Fee*	<u>\$6,700.00</u>
WSP Direct Expenses	\$0.00
Freeman Companies Direct Expenses	\$0.00
Total Costs	<u>\$ 20,800.00</u>

* Labor fee is defined as the fee for direct labor, overhead, and profit exclusive of direct costs.

2. The breakdown of the Labor Fee is as follows:

Task 1, East Avenue & St. John St.	\$6,000.00
Task 2, DMS Relocations	\$3,600.00
Task 3, Coordination and Meetings	\$4,500.00
Freeman Companies (See Attached Proposal)	\$6,700.00
Total Fixed Labor Fee	\$20,800.00

3. The total Fixed Labor Fee for services rendered will be invoiced monthly as a percentage of completion.
4. The ENGINEER will not exceed the total estimated cost as stated herein without prior approval from the CLIENT.
5. All direct costs (reimbursable expenses) for items such as printing, mail, faxes, mileage, and telephone will be invoiced to the CLIENT at cost. An initial upset limit for direct costs of \$300.00 has been established.

PERIOD OF SERVICE

The ENGINEER agrees to render professional engineering services according to various tasks described above. The tasks will be completed within five (5) weeks from Notice to Proceed. This schedule is exclusive of review periods by the CLIENT during various Tasks.

WSP USA**Traffic Signal System Upgrade – Phase 4**

State Project No. 0102-0360
City of Norwalk
Department of Public Works
Norwalk, Connecticut
Freeman Project No. 2017-0501

SCOPE OF ADDITIONAL SERVICES**Extra Work No. 1**

September 28, 2020

Freeman Companies, hereinafter referred to as the “Consultant”, will perform additional professional services for the City of Norwalk Department of Public Works, hereinafter referred to as the “City”, for services associated with the Traffic Signal System Upgrade, hereinafter referred to as the “Project”.

General

This Project involves the design and implementation of an intelligent transportation system on City and State-owned roadways to accommodate diverting traffic from Interstate-95 (I-95) onto local roadways. In conjunction with the traffic signal upgrade, the project also includes installation of dynamic message signs (DMS) on 13 existing traffic signal support structures (it is noted that one of these support structures is included under Phase 3). Consequently, a structural evaluation is required of eight (8) traffic signal support structures to accommodate the proposed DMS installation. Preliminary analyses have been performed on six (6) of the eight (8) structures that require structural evaluation, all of which are mast arm type traffic signal support structures.

Subsequent to the Preliminary Design phase, the City requested changes to DMS installation locations, which would require additional structural evaluations on two (2) new traffic signal pole locations and revisions to analyses of three (3) other traffic signal poles that have been previously analyzed.

Additional Design Services

Consultant’s Additional Services will consist of providing engineering services associated with the change in the proposed DMS installation locations and the revision, preparation, and completion of associated reports.

The additional professional Services to be provided will generally consist of the revisions to and performance of structural analyses of traffic signal support structures associated with the following changes:

TRAFFIC SIGNAL SUPPORT STRUCTURE EVALUATION			
LOC	ROADWAY INTERSECTION	REVISED DMS LOCATION	REMARKS
1N	REED ST / I-95 NB EXIT 14 OFF-RAMP / FAIRFIELD AVE	RIGHT FAR SIDE POLE SHAFT	MAST ARM TYPE STRUCTURE PRELIM. ANALYSES PERFORMED REQUIRES EXTRA WORK PER NEW LOCATION
2N	WEST AVE / REED ST / N WATER ST	LEFT FAR SIDE POLE SHAFT	MAST ARM TYPE STRUCTURE PRELIM. ANALYSES PERFORMED REQUIRES EXTRA WORK PER NEW LOCATION
3N	WEST AVE / RTE 7 OFF-RAMP / I-95 NB ON-RAMP	FAR SIDE OF MAST ARM	MAST ARM TYPE STRUCTURE PRELIM. ANALYSES PERFORMED REQUIRES EXTRA WORK PER NEW LOCATION
8S	EAST AVE / NORTH AVE / WESTPORT AVE	NEW POLE LOCATION; RIGHT FAR SIDE MAST ARM	MAST ARM TYPE STRUCTURE PRELIM. ANALYSES PERFORMED REQUIRES EXTRA WORK PER NEW LOCATION
8N	EAST AVE / NORTH AVE / WESTPORT AVE	NEW POLE LOCATION; RIGHT FAR SIDE POLE SHAFT	MAST ARM TYPE STRUCTURE PRELIM. ANALYSES PERFORMED REQUIRES EXTRA WORK PER NEW LOCATION
11S	US RTE 1 / VAN BUREN AVE / GRANDVIEW AVE / RTE 7 SB EXIT 1 ON/OFF RAMP	RIGHT FAR SIDE POLE SHAFT	SPAN POLE TYPE STRUCTURE PRELIM. ANALYSES NOT PERFORMED NO EXTRA WORK REQUIRED
12S	US RTE 1 / VAN BUREN AVE / CONNECTICUT AVE	RIGHT FAR SIDE POLE SHAFT	SPAN POLE TYPE STRUCTURE PRELIM. ANALYSES NOT PERFORMED NO EXTRA WORK REQUIRED

The specific tasks that Consultant will perform as part of the Additional Design Services are as follows:

1. Structure Evaluation

A. Data Collection and Document Review. The Consultant will review available record plans including working drawings and shop drawings pertaining to the subject traffic signal support structures. On sites where record plans of new pole locations are not available, the Consultant will collect and develop data relevant for the pole analysis. This task will include but not limited to:

- i. On sites where no record plans are available on new poles where DMS will be installed, and where existing conditions cannot be determined, a structural analysis of the existing

pole will be performed to determine a plausible pole geometric configuration (i.e. wall thickness, mast arm size, ...), which will then be used as the basis for the DMS installation analysis.

- B. Revise / Update Structural Analysis of Traffic Signal.** This task consists of revising and updating the structural analyses of traffic signal support structures as noted above (see table above of structures requiring extra work) in conjunction with the revised DMS location as noted on the table above. This task also consists of performing structural analysis of traffic signal support structures designated as new pole locations for DMS installation.

Compensation

The Consultant will provide the proposed Additional Services based on the services listed below and described in the Additional Design Services.

<u>Item</u>	<u>Service</u>	<u>Labor</u>
1	Structure Evaluation	\$ 6,700

CITY OF NORWALK
Norwalk Health Department



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Funding Application for the Immunization Action Plan (IAP) Program
Date: October 1, 2020

Immunization Action Plan (IAP) Program

The Connecticut Department of Public Health is renewing our contract to provide the Immunization Action Plan (IAP) Program for the period beginning July 1, 2020 through June 30, 2024.

We are requesting the following authorizations:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount of \$804,473 for the period July 1, 2020 to June 30, 2024.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2020 to June 30, 2024.

Program Description: The Immunization Action Plan (IAP) Program's main objectives are to increase immunization levels among Norwalk area preschool children, in particular those birth to 24 months of age, and to ensure that these children are linked to a medical home. To accomplish this, IAP activities include: conducting outreach and tracking using CT's statewide immunization information system known as CT WiZ, educating the public about the importance of vaccination, and conducting assessments in pediatric practices to improve vaccine delivery. IAP staff partner with local key players that have a stake in improving children's health such as WIC, private and public providers, Norwalk Hospital, etc. in order to assess the needs of the community, make and receive referrals of children at high risk and keep stakeholders abreast of current information in the ever-changing world of immunization. IAP staff also provide education, develop initiatives, and promote vaccinations for older children and adults.



**Department of Public Health
Contracts & Grants Management Section
PO Box 340308, 410 Capitol Ave., MS#13 GCT
Hartford, CT 06134-0308
Telephone: (860) 509-7704 FAX: (860) 509-8210**

September 23, 2020

Deanna D'Amore, Director of Health
City of Norwalk
137-139 East Street
Norwalk, CT 06851

Re: Contract Log #2021-0005
Contract Period: 7/01/2020 Through 6/30/2024
Contract Amount: \$804,473
Contract for: Immunization Program

Dear Ms. D'Amore:

Attached is Contract DPH Log #2021-0005. The Contract log number must be identified on all correspondence submitted including progress reports, expenditure reports, budget revision requests and/or other correspondence relating to this contract.

Please review this Contract and return the original Contract following the procedure explained below. If Contract corrections are necessary, please contact me at (860) 509-7714. It is important that the signed Contract and other required submittals be received by the Department of Public Health (Department) by July 28, 2020. You will receive a copy of the original Contract signed by the Department when the Contract is fully executed.

PLEASE NOTE: SIGNATURES AND NAMES OF AUTHORIZED OFFICIAL(S) MUST BE IDENTICAL THROUGHOUT THE CONTRACT PACKAGE.

- ❑ **Acceptances and Approval Page:** The individual authorized to sign the Contract must sign the Acceptances and Approval page of the Contract under the "By the Contractor" section, on the line marked "Signature (Authorized Official)" and include the signer's official title and signature date. Contract signing will be processed via the DocuSign eSignature process.
- ❑ **Contract Compliance Forms:** Please read the Commissioner's letter concerning the Department's commitment to affirmative action. Complete, sign and return the Workforce Analysis form. Contractors with more than one (1) employee who do not have affirmative action plans must have an affirmative action policy statement. You may use the enclosed statement from the Department's Commissioner as a model. You must return a copy of your statement if you do not have an affirmative action plan and have more than one (1) employee. Contractors with more than twenty-five (25) employees must have an Affirmative Action Plan on file at their place of business. **DO NOT SEND PLANS TO THE DEPARTMENT.** The Workforce Analysis form may be uploaded to the Portal or returned in hard copy to the Department.
- ❑ **Consulting Agreements Certification:** This form is needed when contracting for the purchase of goods or services, with a contract value to the State of \$50,000 or more in any calendar or fiscal year. The Consulting Agreement Certification may be uploaded to the Portal or returned in hard copy to the Department.
- ❑ **Gift and Campaign Contribution Certification:** This form is to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10. Public Act 11-229 made changes to filing requirements, timelines and certification language effective October 1, 2011. Re-Certification forms are required annually or anytime there is a change in the filed information. Blank forms are included in a file attached with the Contract in the Portal. Please complete the initial form if you do not already have a current form on file with the State and retain the remaining forms for future use. For further information please feel free to contact us or visit the Office of Policy and Management website at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806.

Submit completed/signed and notarized certifications to the Portal or in hardcopy to the Department. Portal and Certification upload instructions are available at https://www.core-ct.state.ct.us/financials/scm/doc/SCMT_13_Budget_Workbook_Job_Provider_Entity_Information.docx.

Because the term of this Contract exceeds one year, Gift and Campaign Contribution Re-Certification form(s) are included in the attachment package posted online to provide the required annual update(s). The Re-Certification forms are identical to the regular Gift and Campaign Contribution Certification forms except the "Annual Update....." box must be checked rather than the "Initial....." box. **Annual update forms must also be signed, dated, notarized and either submitted to the Portal, BizNet, or returned to the Department by the date indicated in the Contract payment schedule to prevent withholding of future Contract payments.**

- ❑ **Certificate of Insurance:** All contractors are required to file insurance documentation, as indicated in the Contract, with the department. Please submit insurance documentation, as indicated in the Contract, by uploading it to the Portal or submitting it to the Department in hardcopy.

Please note: This is a multi-year contract; you will need to submit a copy of your insurance Certificate covering Year two of this Contract as soon as your insurance policy is renewed. Failure to submit this information may result in a delay of payments to your agency.

- ❑ **System for Award Management (SAM):** All contractors that receive federal funding must maintain current registration in SAM for eligibility to receive federal funds. If you are not registered in SAM please do so immediately to delay processing of this Contract and related payments. SAM registration must be updated/renewed annually to remain active. There is no cost to register in SAM and additional information and registration is available at <https://www.sam.gov>. You must maintain your SAM number and SAM number expiration date current in the Portal.
- ❑ **Lobbying Certification form:** This form must be completed if the contract includes federal funds. Please upload the completed form to the Portal or submit it to the Department in hardcopy.
- ❑ **Document Submission:** Certifications, Affidavits, and supplemental information requiring submission may be submitted on-line or in hard copy to the Department. For on-line submission, items may be submitted to the Portal.

If submitted to the Portal, Certifications (Nondiscrimination, Gift/Campaign, Consulting Agreement, Iran), Insurance documentation, and CHRO documentation are for statewide consumption and must be submitted on the "Entity Certifications" tab of the "Provider Entity Information" menu item. All other attachments and invoices are Department and contract specific and must be submitted on the "Attachments" tab of the "Provider Program Information" menu item.

Thank you for your cooperation.

Desiree May
Associate Fiscal Administrative Officer, (860) 509-7714
Contracts and Grants Management Section

cc: nancy.sharova@ct.gov

CONTRACT PACKAGE CHECKLIST

Please process and/or upload to the eSupplier Portal or return:

- ☐ Original Signed Contract
- ☐ Workforce Analysis Form
- ☐ Copy of Insurance documentation as required by the Contract
- ☐ Certification Regarding Lobbying Activities

Desiree May
Contracts and Grants Management Section, MS# 13GCT
State Dept. of Public Health
410 Capitol Avenue
P.O. Box 340308
Hartford, CT 06134-0308



X Original Contract # #2021-0005
Amendment #
Max. Contract \$ \$804,473
Contract Contact Person Desiree May
Contact Telephone (860) 509-7704
Contact Email Desiree.May@ct.gov

STATE OF CONNECTICUT
PURCHASE OF SERVICE CONTRACT
("POS", "Contract" and/or "contract")
Effective July 1, 2019, revised October 19, 2018

The State of Connecticut Department of Public Health

Street: 410 Capitol Avenue, PO Box 340308, MS 13 GCT

City: Hartford State: CT Zip: 06134-0308

Tel#: (860) 509-7704 ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: City of Norwalk

Street: 137-139 East Street

City: Norwalk State: CT Zip: 06851

Tel#: (203) 854-7934 FEIN/SS#: 000-00-0103

("Contractor"), for the provision of services outlined herein in Part I. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

Contract Term / Effective Date	This Contract is in effect from July 1, 2020 through June 30, 2024.
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8,19a-2a,19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor ☐ IS or ☒ IS NOT a set aside Contractor pursuant to C.G.S. § 49-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this Contract only by means of a written instrument signed by the Agency and the Contractor and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected as such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, sent by email, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency:	State of Connecticut, Department of Public Health 410 Capitol Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	City of Norwalk 137-139 East Street Norwalk, CT 06851 Attention: Harry W. Rilling, Mayor
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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Part I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, PROGRAM-SPECIFIC AND AGENCY-SPECIFIC SECTIONS

The Contractor shall provide the following specific services for the Immunization Action Program (IAP Program) and shall comply with the terms and conditions set forth in this Contract as required by the Agency, including but not limited to the requirements and measurements for scope of services, Contract performance, quality assurance, reports, terms of payment and budget. No Sections in this **Part I** shall be interpreted to negate, supersede or contradict any Section of **Part II**. In the event of any such inconsistency between **Part I** and **Part II**, the Sections of **Part II** shall control.

SECTION A

Subsection A.1 GENERAL TERMS AND CONDITIONS

- 1) The Contractor shall provide services in Southwestern Connecticut for the Program described in detail, as follows. Such services shall be provided in accordance with the requirements of this **Subsection A.1**, program specific **Part I, Section A, Subsection A.2**, and **Part II** of this Contract.
- 2) **Reports and Report Schedule**
 - a) The Contractor shall submit to the Department periodic program, statistical, fiscal, expenditure and cash management reports, as applicable, in the format(s) provided by the Department, in accordance with the following schedule:
 - i) For: **PERIODIC FINANCIAL REPORTING AND CASH NEEDS REPORTS**

Funding Period ONE: 07/01/2020 to 06/30/2021

REPORTING PERIOD	REPORTS DUE BY
July 1, 2020 to July 31, 2020	August 15, 2020
August 1, 2020 to August 31, 2020	September 15, 2020
September 1, 2020 to September 30, 2020	October 15, 2020
October 1, 2020 to October 31, 2020	November 15, 2020
November 1, 2020 to November 30, 2020	December 15, 2020
December 1, 2020 to December 31, 2020	January 15, 2021
January 1, 2021 to January 31, 2021	February 15, 2021
February 1, 2021 to February 28, 2021	March 15, 2021
March 1, 2021 to March 31, 2021	April 15, 2021
April 1, 2021 to April 30, 2021	May 15, 2021
May 1, 2021 to May 31, 2021	June 15, 2021
June 1, 2021 to June 30, 2021	August 15, 2021

Funding Period TWO: 07/01/2021 to 06/30/2022

REPORTING PERIOD	REPORTS DUE BY
July 1, 2021 to July 31, 2021	August 15, 2021
August 1, 2021 to August 31, 2021	September 15, 2021
September 1, 2021 to September 30, 2021	October 15, 2021
October 1, 2021 to October 31, 2021	November 15, 2021
November 1, 2021 to November 30, 2021	December 15, 2021
December 1, 2021 to December 31, 2021	January 15, 2022
January 1, 2022 to January 31, 2022	February 15, 2022
February 1, 2022 to February 28, 2022	March 15, 2022
March 1, 2022 to March 31, 2022	April 15, 2022

April 1, 2022 to April 30, 2022	May 15, 2022
May 1, 2022 to May 31, 2022	June 15, 2022
June 1, 2022 to June 30, 2022	August 15, 2022

Funding Period THREE: 07/01/2022 to 06/30/2023

REPORTING PERIOD	REPORTS DUE BY
July 1, 2022 to July 31, 2022	August 15, 2022
August 1, 2022 to August 31, 2022	September 15, 2022
September 1, 2022 to September 30, 2022	October 15, 2022
October 1, 2022 to October 31, 2022	November 15, 2022
November 1, 2022 to November 30, 2022	December 15, 2022
December 1, 2022 to December 31, 2022	January 15, 2023
January 1, 2023 to January 31, 2023	February 15, 2023
February 1, 2023 to February 28, 2023	March 15, 2023
March 1, 2023 to March 31, 2023	April 15, 2023
April 1, 2023 to April 30, 2023	May 15, 2023
May 1, 2023 to May 31, 2023	June 15, 2023
June 1, 2023 to June 30, 2023	August 15, 2023

Funding Period FOUR: 07/01/2023 to 06/30/2024

REPORTING PERIOD	REPORTS DUE BY
July 1, 2023 to July 31, 2023	August 15, 2023
August 1, 2023 to August 31, 2023	September 15, 2023
September 1, 2023 to September 30, 2023	October 15, 2023
October 1, 2023 to October 31, 2023	November 15, 2023
November 1, 2023 to November 30, 2023	December 15, 2023
December 1, 2023 to December 31, 2023	January 15, 2024
January 1, 2024 to January 31, 2024	February 15, 2024
February 1, 2024 to February 28, 2024	March 15, 2024
March 1, 2024 to March 31, 2024	April 15, 2024
April 1, 2024 to April 30, 2024	May 15, 2024
May 1, 2024 to May 31, 2024	June 15, 2024
June 1, 2024 to June 30, 2024	August 15, 2024

i) For: **PERIODIC PROGRAM AND/OR STATISTICAL REPORTS**

Funding Period ONE: 07/01/2020 to 06/30/2021

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2020
November through February	March 31, 2021
March through June	August 15, 2021

Funding Period TWO: 07/01/2021 to 06/30/2022

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2021
November through February	March 31, 2022
March through June	August 15, 2022

Funding Period THREE: 07/01/2022 to 06/30/2023

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2022
November through February	March 31, 2023
March through June	August 15, 2023

Funding Period FOUR: 07/01/2023 to 06/30/2024

REPORTING PERIOD	REPORTS DUE BY
July through October	November 30, 2023
November through February	March 31, 2024
March through June	August 15, 2024

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- c) The Contractor certifies, by submission of any financial report, that the financial report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- d) The Contractor's last programmatic and financial reports for each Contract Funding Period shall be **cumulative** for the entire Contract Funding Period (hereinafter **Final Reports**) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in Part I, Section A, Subsections A.1(2), whichever is earlier.
 - i) The financial Final Report submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
 - ii) The financial Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

2) Budget and Funding

- a) The Contractor shall adhere to and expend funds in accordance with the Budget(s) included in **Section B** of this **Part I**.
- a) The Contractor agrees that any expenditures that exceed a budget line item by more than 20% must be approved in writing by the Department. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
- b) If **Section B** of this **Part I** includes more than one budget, the Contractor shall not commingle the funds provided by the Department for one budget within those provided for any other budget.
- c) Future Funding Period Budgets, if not included in **Section B of this Part I**, shall remain the same as that for the latest included Funding Period Budget until, and unless, formally revised via the Department's Budget Revision process or via Contract amendment.
- d) Funds for this Contract are provided from the following sources:

Funding Period	SID #	Project ID	Grant Description	CFDA#	Amount	Budget Reference
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1	20911	DPH20911PHF	Immunization Action Program	93.539	\$117,111	2021
1	20911	DPH20911AFX	Immunization Action Program	93.268	\$78,074	2021
2	20911	DPH20911317	Immunization Action Program	93.268	\$39,818	2022
2	20911	DPH20911PHF	Immunization Action Program	93.539	\$79,635	2022
2	20911	DPH20911AFX	Immunization Action Program	93.268	\$79,635	2022
3	20911	DPH20911317	Immunization Action Program	93.268	\$40,614	2023
3	22742	DPH20911PHF	Immunization Action Program	93.539	\$81,228	2023
3	20911	DPH20911AFX	Immunization Action Program	93.268	\$81,228	2023
4	20911	DPH20911317	Immunization Action Program	93.268	\$41,426	2024
4	22742	DPH20911PHF	Immunization Action Program	93.539	\$82,852	2024
4	20911	DPH20911AFX	Immunization Action Program	93.268	\$82,852	2024

- e) This Contract includes federal financial assistance and therefore such funds shall be subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

f) Cash Management

Funding under this Contract is subject to DPH cash management standards as follows:

- i) The Department, as grantee of such funds, shall monitor cash draw-downs by the Contractor (subgrantee) to minimize the time elapsing between the transfer of funds and the subsequent disbursement of such funds,
- ii) The initial and second payment under this Contract will be a cash advance equivalent to one Contract Reporting Period of funds assuming an equal distribution,
- iii) Contractor (subgrantee) shall submit to the Department Financial Reporting and Cash Needs Reports in accordance with the Contract Report Schedule,
- iv) The third and successive payments under this contract will be equal in amount the expenditures reported for the immediately prior Contract reporting period.
- v) Any payment to be made under this provision may be changed if cash needs documentation provided by such Contractor (subgrantee) supports such a change in the payment amount.

3) Payments and Payment Schedule; Reimbursement; Under-expenditures; Surplus or Excess Payments; Refunds

a) Maximum Payment

- i) The total maximum payment for Funding Period 1 shall not exceed **\$195,185**.
- ii) The total maximum payment for Funding Period 2 shall not exceed **\$199,088**.
- iii) The total maximum payment for Funding Period 3 shall not exceed **\$203,070**.
- iv) The total maximum payment for Funding Period 4 shall not exceed **\$207,130**.
- v) The total aggregate amount of payment made under this Contract shall not exceed **\$804,473**.

b) Payment and Payment Schedule

Payment shall be made according to the following upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.

- i) An initial payment shall be processed by the Department after the later of:
 - 1) the Department's receipt of a fully executed Contract,
 - 2) the beginning of the Contract Funding Period, or
 - 3) the Department's receipt of any required additional documentation,in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period.
- ii) A second payment shall be made after the later of:
 - 1) the Department's receipt of a fully executed Contract,
 - 2) the first day of the second Reporting Period of the Contract Funding Period, or
 - 3) the Department's receipt of any required additional documentation,in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period.
- iii) Subsequent payments during the Contract Funding Period shall be made at the beginning of each Reporting Period as follows:
 - 1) after receipt and approval of scheduled financial reports and all deliverables or services as submitted by the Contractor, pursuant to the Contract terms and the Report Schedule, and
 - 2) in an amount equal to the amount of expenditures reported and approved on the last submitted financial report.
- iv) A final reconciliation shall be made at the end of each Contract Funding Period after receipt and approval of the final financial report for the Contract Funding Period and shall result in:
 - 1) an additional payment to fully reimburse the Contractor for all reported and approved expenses incurred under the Contract during the Funding Period, if all approved expenditures have not been fully reimbursed for the Contract Funding Period, **OR**
 - 2) a demand for reimbursement of funds paid to the Contractor in excess of approved expenditures incurred by the Contractor during the Contract Funding Period, if the Contractor has been paid an amount that exceeds the approved expenditures reported on the final financial report.

- c) In addition to the applicable provision of **Part II, Section D** of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports

are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.

d) Reimbursement

If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.

e) Under-expenditures

When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) are likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after providing written notice to the Contractor.

f) Payment Reduction

In addition to the applicable provision of **Part II, Section D** of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:

- i) has not submitted or completed required deliverables,
- ii) has not submitted required reports or audits,
- iii) has submitted reports that have not received Department approval, or
- iv) has submitted reports that do not support the need for full payment.

The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.

g) Surplus or Excess Payments; Refund

The Contractor shall:

- i) upon demand by the Department at the end of each Funding Period of the Contract, remit in full to the Department any:
 - 1) funds paid in excess of allowable budgeted costs and/or
 - 2) unexpended funds.
- ii) not carry funds paid in excess of allowable budgeted costs forward into the following Funding Period or Contract unless requested of, and authorized by, the Department.
- iii) be liable for any Department program or financial audit exceptions and shall return to the Department all funds that have been disallowed upon review of such audit by the Department, or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department shall provide to the Contractor regarding such refund.

h) This section shall survive any Termination of the Contract or the Expiration of its term.

4) Travel

For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of the State Employee Reimbursement Regulations document as such policy may be updated or amended periodically, and as found in the following references:

- a)** <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and

- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

If the Contractor does not have access to the Internet for the purpose of accessing this information, the Department shall provide hard copies of such documents to the Contractor upon request.

5) Software, Computer Equipment and Programs

The Contractor shall be responsible for:

- a) all maintenance activities, including repair costs, related to all computer equipment acquired with funds from this Contract, including but not limited to desktop computers and computer servers,
- b) all development, maintenance and operating procedures necessary for any computer network established by the Contractor utilizing computer equipment acquired with funds from this Contract, including but not limited to network development, routine backup procedures and off-site storage activities, and
- c) all maintenance, operating procedures, compliance with licensing and copyright obligations, and support for any software acquired with funds provided by this Contract.

6) Contractor Changes and Assignments

In addition to notifying the Department of fundamental changes listed in **Part II, Section D** of this Contract, the Contractor must notify the Department of changes in the personnel noted in Part I, Section A, Subsection A.2(2)(a)(ii) of the Contract.

7) Cultural Competence

The Contractor shall deliver culturally competent services. Culturally competent services encompass a set of behaviors, skills, attitudes and policies that promote awareness, acceptance, and respect for differences among people by developing a flexible service delivery that can be easily adapted to meet the evolving and/or emerging needs of diverse populations. This may include but is not limited to the following:

- a) a program or institutional mission or goal statement that explicitly incorporates a commitment to cultural diversity,
- b) policies and procedures for the provision of interpreter/translator services,
- c) readily available bilingual staff who can communicate directly with clients in their preferred language, and who are assessed for their ability to convey information accurately in both languages,
- d) the development of non-English client-related materials that are appropriate for the population served by the program,
- e) signage (in commonly encountered languages) that provides notices and directions to services within the facility,
- f) policies and procedures to address the needs of the client population, taking into account factors such as race and ethnicity, age, gender, hearing impairment, visual impairment, physical disability, mental illness, developmental disability, and sexual orientation,
- g) strategies in place to actively recruit and retain a culturally diverse staff. The Contractor shall:
 - i) actively recruit applicants to attempt to reflect the populations served,
 - ii) include cultural competency criteria in the evaluation of applicants, and
 - iii) assign a higher value to the cultural competency criteria for those applicants from the populations served.

- h) institutional policies and procedures to accommodate the ethnic and cultural practices of clients, clients' families, and staff,
- i) an organized way to collect data on the ethnic and cultural characteristics of clients served by the program, and
- j) surveys and other methods of assessing the satisfaction of clients, related to cultural diversity.

8) Respect and Dignity

- a) The Contractor shall provide services under this Contract in a manner which respects the dignity of each client, which may include but not be limited to provision or accommodation of the following:
 - i) adequate waiting areas for clients, including sufficient seating,
 - ii) adequate staff for the timely provision of contracted services,
 - iii) adequate facilities and arrangements for the proper delivery of contracted services to clients,
 - iv) training Contractor's staff to comply with all applicable state and federal statutes and regulations regarding non-discrimination, and
 - v) client service that is responsive, positive and respectful.
- b) If the Department deems it necessary for the Program or services conducted by the Contractor under this Contract, the Department may monitor service delivery to determine Contractor's compliance under this **Subsection**.

9) Client Satisfaction

The Contractor shall establish and maintain an effective process:

- a) for a client to make complaints or raise concerns about services he/she has received under this Contract, which were provided by the Contractor,
- b) to address and resolve such complaints or concerns, and
- c) which includes collaboration by the Contractor with Department representatives to discuss steps to achieve client satisfaction with services rendered under this Contract.

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Section A.2

Immunization Program

The Contractor shall conduct an Immunization Action Plan (IAP Program) to increase immunization rates among children residing in the IAP service area in Connecticut by conducting activities to improve vaccine/immunization delivery, tracking, outreach, referral, education and assessment.

- 1) **Definitions:** In addition to the definitions in Part II, Section A of the Contract, the following definitions shall apply:
 - a) **At-Risk** is a term used to describe children who are considered to have a higher probability of not being up to date with the recommended vaccines for their age, and who are in need of outreach and tracking.
 - b) **Child** or **Children** is synonymous and interchangeable with the term “Client” as defined in Part II, Section A of the Contract.
 - c) **Connecticut Immunization Information System (CT WiZ)** is the statewide, centralized web-based immunization information system operated by the Department that registers children for the purpose of tracking their immunizations and to assess the need for outreach to those children who are who are not up to date in their immunizations.
 - d) **CT WiZ Handout** is a handout that is given to parents who recently gave birth to a child in a hospital in the Contractor’s service area, to notify them of their child’s automatic enrollment in CT WiZ.
 - e) **Connecticut Vaccine Program (CVP)** is Connecticut’s expanded pediatric vaccination program. The CVP is state and federally funded and provides vaccines at no cost to children under the age of 19 years. The CVP was developed in response to the enactment of [Public Act 12–1](#), which requires healthcare providers who administer pediatric vaccines to obtain the vaccines through the Department in most cases.
 - f) **Immunization Action Plan (IAP Program)** is a program funded through the Department that focuses on increasing immunization rates and reducing vaccine preventable diseases among vulnerable pre-school children, as all school-aged children are required by law to be up-to-date with their immunizations before they enter school, both public and private.
 - g) **Immunization Advisory Committee/Council (IAC)** is a collection of individuals who bring unique knowledge and skills by exchanging information and collaborating on improvement of immunization services within the Contractor’s service area.
 - h) **Immunization Quality Improvement for Providers (IQIP)** is the Centers for Disease Control and Prevention (CDC’s) national, Vaccines for Children (VFC) provider-level immunization quality improvement (QI) program to promote and support implementation of provider-level strategies designed to help increase on-time vaccination of children and adolescents.
 - i) **In-Migrants** are defined as persons who move into the State of Connecticut from other parts of the United States of America or outside of the country.
 - j) **Provider Information Blue Folder** is a resource electronic file for CVP providers that contains all documents associated with being an immunization provider through the CVP. (see <https://portal.ct.gov/DPH/Immunizations/CVP---Information-for-Providers>, as may be updated from time to time.)
 - k) **Service Area** is Norwalk, Connecticut.
 - l) **Strategy Implementation Plan (SIP)** is a plan on how to implement strategies for increasing immunization rates.

- m) **Women Infant and Children (WIC)** program is the Special Supplemental Nutrition Program for Women, Infants, and Children, administered by the Food and Nutrition Service (FNS), a Federal agency of the U.S. Department of Agriculture.

2) **Immunization Service Delivery Requirements**

- a) The Contractor shall implement the Department's **IAP Program**, as provided by the Department as follows. The Contractor shall:
 - i) provide immunization services as detailed in the IAP Program within the Contractor's service area, and
 - ii) identify a staff member, who must then be approved by the Department, as the IAP Coordinator (Coordinator) to oversee and conduct the activities and services described in Part I, Section A, Subsection A.2 of this Contract. Outreach staff, who must then be approved by the Department, may be hired to assist with conducting the activities and services described in Part I, Section A, Subsection A.2 of this Contract.
- b) The Coordinator shall chair or be an active member of a local child health IAC that exchanges information and collaborates on improvement of immunization services within the Contractor's service area.
 - i) If such an IAC does not exist in the Contractor's service area, the Coordinator shall use funds provided under this Contract to establish an IAC by recruiting and maintaining representatives from the Department's Immunization Program and the following organizations in the Contractor's service area:
 - 1) local hospital birthing unit and newborn services,
 - 2) public and private immunization providers,
 - 3) social welfare agencies,
 - 4) school system(s),
 - 5) agencies involved in maternal and child health outreach, and
 - 6) community-based organizations interested in child health issues (providers).
 - ii) The Coordinator shall conduct or participate in such IAC in a minimum of two (2) meetings per Funding Period of this Contract. The Contractor shall report this activity in accordance with the periodic progress reports in the "Reports and Reporting Schedule" in Part I, Section A, Subsection A.1(2)(a) of this Contract. The reports shall include the: dates of the meetings, meeting notice, agenda, roster of persons in attendance and minutes.
- c) The Coordinator shall establish and maintain a referral system, for children from birth up to 24 months of age who are determined to be at-risk for being under-immunized, for the purpose of enabling the Contractor to initiate outreach and monitor progress toward each such child's immunization. Such determination of at-risk shall be made by the Department whenever the CT WiZ indicates that such child:
 - i) has no primary care provider (PCP), or
 - ii) is not up to date for all recommended immunizations for the child's age, or
 - iii) an entity has made a referral for immunization(s).
- d) The Coordinator shall establish the referral system referenced in the above Part I, Section A, Subsection A.2(2)(c) in collaboration with, but not limited to, CT WiZ, WIC, and the following entities in the Contractor's service area:

- i) public and private immunization providers,
 - ii) emergency rooms/urgent care centers,
 - iii) hospital-based pediatric outpatient clinics,
 - iv) other social welfare programs, and
 - v) the general public.
- e) Each month during the term of the Contract, the Coordinator and/or Outreach Staff shall conduct outreach and follow-up for all children currently enrolled in CT WiZ, by using a monthly report in CT WiZ to contact the families of children in the Contractor's service area who are currently either not assigned to a PCP or who are not accurately assigned to a PCP:
- i) if inaccurately assigned, the Contractor shall determine the correct PCP for the child, update the assigned PCP and immunization record in CT WiZ, or
 - ii) if not assigned to any PCP, the Contractor shall refer and link the child to a PCP and update the assigned PCP and immunization record in CT WiZ.
- f) Each month during the term of the Contract, the Coordinator and/or Outreach Staff shall contact PCPs in the Contractor's service area to offer outreach and referral assistance for any child considered to be delayed with immunizations, as determined by either CT WiZ reports generated by the Department and sent to the Contractor or by the PCP.
- g) The Coordinator shall establish and monitor immunization provider participation in such referral system and evaluate on utilization of referral services. The Contractor shall report this activity in accordance with the periodic progress reports in the "Reports and Reporting Schedule" in Part I, Section A, Subsection A.1(2)(a) of this Contract. The report shall include: the sources of all referrals received, the description of how referrals were received, the total number received, and total number with the PCP and immunization record updated successfully in CT WiZ from outreach efforts.
- h) The Coordinator shall monitor the immunization status of all children, 0 through 24 months of age, referred by those entities referenced in Part I, Section A, Subsection A.2(2)(d) above for immunization services outreach, document the efficacy of Contractor's outreach activities, and submit the monthly CT WiZ outreach disposition reports to the Department.
- i) The Contractor may assist in the transportation of vaccine transfers between CVP enrolled immunization provider sites to ensure vaccine viability and avoid vaccine wastage. The Contractor shall report this activity in accordance with the periodic progress reports in the "Reports and Reporting Schedule" in Part I, Section A, Subsection A.1(2)(a) of this Contract.

3) Immunization Information and Education Services

The Coordinator shall provide Immunization Education and Information Services and target pregnant women, parents and In-Migrants as well as professionals in the health/social service and medical community in the Contractor's service area. The activities for such services shall be culturally competent (as defined in Part I, Section A, Subsection A.1(8) of this Contract). The Contractor shall disseminate and distribute federal, state and locally-developed immunization information and educational materials that specifically promote CT WiZ, as follows:

- a) Utilize local print and media outlets to advertise and disseminate such information and educational materials on immunizations. This includes dissemination of information around subjects such as raising awareness of immunizations and the value and benefits of CT WiZ.
- b) Distribute and promote such information and educational materials in the Contractor's service area as follows:

- i) to community settings including but not limited to: churches, health fairs, recreation and community centers, service clubs, senior citizen organizations, YMCA/YWCA (Young Men's Christian Association / Young Women's Christian Association), Boys and Girls clubs, unions, housing projects/tenant organizations, libraries, schools, school based health centers, Parent Teachers Associations (PTAs), daycare centers, laundromats, local businesses,
 - ii) to public health and social service settings including but not limited to: WIC sites, community health centers, Connecticut Department of Children and Families offices, Connecticut Department of Social Services offices, family planning centers, Head Start programs,
 - iii) to medical settings and community settings including but not limited to: obstetricians, family practitioners, pediatricians, birthing hospitals and Lamaze birthing class programs. Additionally, as directed by the Department, the Contractor shall ensure each public and private immunization provider in the Contractor's service area is aware of the *Provider Information Blue Folders* and any updates throughout the funding periods, as provided by the Department and posted on the Department website at:
<https://portal.ct.gov/DPH/Immunizations/CVP---Information-for-Providers>.
- c) During each of the following national immunization observances, the Contractor shall conduct a special promotional campaign to increase public awareness of the importance of timely childhood immunizations:
 - i) National Infant Immunization Week (April),
 - ii) National Immunization Awareness Month (August),
 - iii) National Influenza Vaccination Week (November, the week after Thanksgiving), and
 - iv) Preteen Vaccine campaign (at least once in each Funding Period of the Contract).
- d) All such promotional campaign activities and materials funded under this Contract shall be submitted by the Contractor for pre-approval by the Department, and shall include, one or more of the following:
 - i) posting immunization promotional messages on Social Media sites such as: Facebook, Twitter and/or YouTube,
 - ii) contacting local television and radio stations and arranging to run public service announcements on immunizations,
 - iii) contacting local newspapers to print press releases, advertisements, articles or editorials on immunization efforts in the Contractor's service area,
 - iv) distributing posters or announcements to be placed on bulletin boards or windows of health departments, community agencies, and/or local businesses,
 - v) collaborating with community church leaders to include immunization information in their church newsletters and bulletins,
 - vi) distributing immunization materials such as: brochures, pamphlets, flyers and posters throughout the Contractor's service area in social service agencies, schools, day care centers, WIC offices, libraries, hospitals, public housing sites, pharmacies, community food pantries, recreation centers, and/or
 - vii) conducting a health fair or event and providing promotional items, such as: stickers, buttons, magnets, pens, post-its, T-shirts or coffee mugs with an immunization message and/or logo.

- e) The Contractor shall promote webinars and educational opportunities that address vaccine preventable diseases, throughout the term of the Contract. The Contractor may host a site location or promote another venue that provides immunization education and updates. The target audience for such webinar(s) shall include physicians, nurses, nurse practitioners, physician assistants, and other health care providers who either give immunizations or set immunization policy for their offices or clinics, communicable disease or infection control programs. Using funds provided under this Contract, the Contractor may choose to host or advertise a location to show such a webinar, and shall report this in the periodic progress reports in accordance with the "Reports and Reporting Schedule" noted in this Part I, Section A, Subsection A.1(2)(a).
- f) For each Funding Period, the Contractor shall conduct at least one or more visit(s) to each/all hospital(s) with birthing units that is/are located in the Contractor's service area. Such periodic visits:
 - i) shall include the Contractor meeting with:
 - 1) its administration and staff responsible for ensuring the CT WiZ Handout is included in each birth packet to notify parents of their child's automatic enrollment in CT WiZ, and
 - 2) its birth registrar.
 - ii) shall include the Contractor meeting with any of the following:
 - 1) an in-service training to birthing unit nursing staff,
 - 2) attendance at a birthing unit staff meeting, or
 - 3) an informal visit with birthing unit nursing staff.
 - iii) shall be made by the Contractor to promote and/or monitor each such birthing hospital's:
 - 1) documentation of first Hepatitis B vaccine and Hepatitis B Immune Globulin (HBIG), if given, to a newborn patient,
 - 2) process within the birthing unit that requires each parent to identify a PCP for the newborn prior to the newborn's discharge from the hospital,
 - 3) education by birthing hospital's staff of new parents about the value and benefits of CT WiZ, and
 - 4) process by which patient and immunization information is entered by birth registrars into the electronic birth record system accurately and completely.
- g) The Contractor shall report the above Immunization Information and Education Services activities in the periodic progress reports in accordance with the "Reports and Reporting Schedule" in Part I, Section A, Subsection A.1(2)(a) of this Contract.

4) **Program Evaluation and Assessment Requirements**

The Coordinator shall perform the following Program evaluation and assessment activities:

- a) The Coordinator shall conduct **CVP** site visits, for compliance and/or unannounced vaccine storage and handling, for immunization providers that have been assigned to the Contractor by the Department in accordance with the Centers for Disease Control and Prevention (CDC) guidelines and following the Department CVP Standard Operating Procedures (SOPs).
 - i) The Coordinator shall attend and complete all trainings regarding the CVP site visit SOP held by the Department.

- ii) The Coordinator shall schedule and complete the assigned CVP site visits in accordance with the CDC guidelines, the CVP SOP and no later than June 30th of each Funding Period of the Contract.
 - iii) The Coordinator shall enter the CVP site visits and CDC Reviewer's Guide information into the federal CDC Provider Education Assessment & Reporting (PEAR) website at Secure Access Management Services (SAMS) under Program Annual Progress Assessments (PAPA) Program Annual Reports at: <https://sams.cdc.gov/samsportal/default.aspx> within 5–10 working days of the site visit.
 - iv) The Coordinator shall send post-visit letters to the immunization providers summarizing the issues and the required resources for improvement discussed, and shall send copies of the letters to the Department, within two (2) weeks of the site visit.
 - v) The Coordinator shall report the status of the PEAR site visit entries upon request by the Department and in the periodic progress reports in accordance with the "Reports and Reporting Schedule" noted in this Part I, Section A, Subsection A.1(2)(a). The reports shall include the issues and resources for improvement addressed to ensure proper storage and handling of CVP-supplied vaccines.
- b) The Coordinator shall conduct **IQIP** site visits for immunization providers that have been assigned to the Contractor by the Department in accordance with the Centers for Disease Control and Prevention (CDC) guidelines and following the Department IQIP Standard Operating Procedures (SOPs).
- i) The Coordinator shall attend and complete all trainings regarding the IQIP site visit SOP held by the Department.
 - ii) The Coordinator shall schedule and complete the initial visit, 2-month, 6-month, and 12-month visits for the assigned IQIP site visits in accordance with the CDC guidelines, the IQIP SOP and no later than June 30th of each Funding Period of the Contract.
 - iii) The Coordinator shall enter all required data from the CDC IQIP site visit forms into the IQIP database on the REDCap application at: <https://rdcp.cdc.gov> within 5-10 working days of the site visit.
 - iv) The Coordinator shall send post-visit letters to the immunization providers summarizing the issues and the required resources for improvement in coverage rates discussed and shall send copies of the letters to the Department, within two (2) weeks of the site visit.
 - v) The Coordinator shall report the status of the IQIP site visit entries upon request by the Department and in the periodic progress reports in accordance with the "Reports and Reporting Schedule" noted in this Part I, Section A, Subsection A.1(2)(a). The reports shall include a Strategy Implementation Plan (SIP) of activities discussed in the site visit to improve coverage rates such as: educating providers on strong vaccine recommendations, implementing patient reminder/recall procedures, and training on CT WiZ patient roster, reminder/recall reports and vaccine coverage assessment reports.
- c) The Contractor shall present recognition awards to immunization providers in the Contractor's service area receiving recognition from the Department for high immunization rates. The Department shall notify the Contractor of all such providers who shall receive such awards. The Contractor shall report these activities in the periodic progress reports in accordance with the "Reports and Reporting Schedule" in Part I, Section A, Subsection A.1(2)(a) of this Contract.

5) Training, Support, and Implementation of the Statewide Immunization Information System (CT WiZ)

The Contractor shall report training, support and implementation of CT WiZ activities in the periodic progress reports in accordance with the “Reports and Reporting Schedule” in Part I, Section A, Subsection A.1(2)(a), of this Contract. The report shall include the activities of the Contractor:

- a) participating in trainings conducted by the Department on how to use the CT WiZ system,
- b) training immunization providers on how to use functionality and reports in CT WiZ, and
- c) promoting CT WiZ to immunization providers not currently online with the CT WiZ.

6) Specific Program Outcomes and Measures

The Contractor shall be evaluated on the following outcomes at the end of each Funding Period of the Contract based on periodic progress reports and routine on-site visits as appropriate. The Contractor shall report these outcomes measures in accordance with the “Reports and Reporting Schedule” in Part I, Section A, Subsection A.1(2)(a) of this Contract.

Outcomes	Measures
1. Children 0-24 months of age who reside in the Contractor’s service area who are enrolled in CT WiZ have been age-appropriately immunized against vaccine-preventable diseases	At least 85% of children 24 months of age who reside in the Contractor’s service area, and who are enrolled in CT WiZ have been age-appropriately immunized against vaccine preventable diseases.
2. Children 0-24 months of age referred to the Coordinator for outreach are successfully identified and referred for appropriate care, and/or their records are updated in CT WiZ.	At least 90% of children 0-24 months of age who are referred to the Coordinator for outreach are successfully identified and referred for appropriate care, and/or their records are updated in CT WiZ.

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SECTION B

Budget

Business Unit: DPHM1	Budget Version: 2	Status: A	Approval Date & Time: 2020-05-20
Contract ID: DPH2021-0005POS	Contract Begin Date: 2020-07-01	Date: 2020-05-20	Approver: DPH-May Desiree
Supplier Name: NORWALK TOWN TREASURER	Contract Expire Date: 2024-06-30	Funding Period: 1 2020-07-01 2021-06-30	

Account Number and Description	SID	ChartFi	Project	IMMUN	Total
Program Code Details				LOC:	
Budget Amount					
4000 INCOME				195,185.00	195,185.00
- 4100 CONTRACT FUNDING				195,185.00	195,185.00
- 4102 Federal/Other Funds	20911		DPH20911AFX2021	78,074.00	78,074.00
- 4102 Federal/Other Funds	20911		DPH20911PHF2021	117,111.00	117,111.00
5000 DIRECT EXPENSES				195,185.00	195,185.00
- 5100 SALARIES				136,746.00	136,746.00
- 5101 Staff Salaries & Wages				136,746.00	136,746.00
- 5200 FRINGE BENEFITS				54,684.72	54,684.72
- 5500 TRANSPORTATION				2,000.00	2,000.00
- 5501 Staff Travel Reimbursement				2,000.00	2,000.00
- 5600 MATERIALS AND SUPPLIES				1,054.28	1,054.28
- 5607 Outreach/Program Supplies				1,054.28	1,054.28
- 5900 OTHER EXPENSES				700.00	700.00
- 5901 Communications				700.00	700.00
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME				195,185.00	195,185.00
- TOTAL EXPENSES				195,185.00	195,185.00
- EXCESS / SHORTAGE				0	0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING				100	100
- A&G PERCENTAGE				0	0

Business Unit: DPHM1

Budget Version: 2

Status: A

Approval Date & Time:
2020-05-20

Contract ID: DPH2021-0005POS

Contract Begin Date:
2020-07-01

Date: 2020-05-20

Approver: DPH-May Desiree

Supplier Name: NORWALK TOWN TREASURER

Contract Expire Date:
2024-06-30

Funding Period: 2 2021-07-01 to
2022-06-30

Account Number and Description	SID	ChartFi	Project	IMMUN	Total
Program Code Details				LOC:	
Budget Amount					
4000 INCOME				199,088.00	199,088.00
- 4100 CONTRACT FUNDING				199,088.00	199,088.00
- 4102 Federal/Other Funds	20911		DPH20911AFX2021	79,635.00	79,635.00
- 4102 Federal/Other Funds	20911		DPH20911PHF2021	119,453.00	119,453.00
5000 DIRECT EXPENSES				199,088.00	199,088.00
- 5100 SALARIES				138,797.00	138,797.00
- 5101 Staff Salaries & Wages				138,797.00	138,797.00
- 5200 FRINGE BENEFITS				55,025.00	55,025.00
- 5500 TRANSPORTATION				2,000.00	2,000.00
- 5501 Staff Travel Reimbursement				2,000.00	2,000.00
- 5600 MATERIALS AND SUPPLIES				2,266.00	2,266.00
- 5607 Outreach/Program Supplies				2,266.00	2,266.00
- 5900 OTHER EXPENSES				1,000.00	1,000.00
- 5901 Communications				1,000.00	1,000.00
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME				199,088.00	199,088.00
- TOTAL EXPENSES				199,088.00	199,088.00
- EXCESS / SHORTAGE				0	0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING				100	100
- A&G PERCENTAGE				0	0

Business Unit: DPHM1

Budget Version: 2

Status: A

Approval Date & Time:
2020-05-20

Contract ID: DPH2021-0005POS

Contract Begin Date:
2020-07-01

Date: 2020-05-20

Approver: DPH-May Desiree

Supplier Name: NORWALK TOWN TREASURER

Contract Expire Date:
2024-06-30

Funding Period: 3 2022-07-01 to
2023-06-30

Account Number and Description	SID	ChartFi	Project	IMMUN	Total
Program Code Details				LOC:	
Budget Amount					
4000 INCOME				203,070.00	203,070.00
- 4100 CONTRACT FUNDING				203,070.00	203,070.00
- 4102 Federal/Other Funds	20911		DPH20911AFX2021	81,228.00	81,228.00
- 4102 Federal/Other Funds	20911		DPH20911PHF2021	121,842.00	121,842.00
5000 DIRECT EXPENSES				203,070.00	203,070.00
- 5100 SALARIES				140,879.00	140,879.00
- 5101 Staff Salaries & Wages				140,879.00	140,879.00
- 5200 FRINGE BENEFITS				55,368.00	55,368.00
- 5500 TRANSPORTATION				2,000.00	2,000.00
- 5501 Staff Travel Reimbursement				2,000.00	2,000.00
- 5600 MATERIALS AND SUPPLIES				2,303.00	2,303.00
- 5607 Outreach/Program Supplies				2,303.00	2,303.00
- 5900 OTHER EXPENSES				2520.00	2520.00
- 5901 Communications				2520.00	2520.00
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME				203,070.00	203,070.00
- TOTAL EXPENSES				203,070.00	203,070.00
- EXCESS / SHORTAGE				0	0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING				100	100
- A&G PERCENTAGE				0	0

Business Unit: DPHM1

Budget Version: 2

Status: A

Approval Date & Time:
2020-05-20

Contract ID: DPH2021-0005POS

Contract Begin Date:
2020-07-01

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Approver: DPH-May Desiree

Supplier Name: NORWALK TOWN TREASURER

Contract Expire Date:
2024-06-30

Funding Period: 4 2023-07-01 to
2024-06-30

Account Number and Description	SID	ChartFi	Project	IMMUN	Total
Program Code Details				LOC:	
Budget Amount					
4000 INCOME				207,130.00	207,130.00
- 4100 CONTRACT FUNDING				207,130.00	207,130.00
- 4102 Federal/Other Funds	20911		DPH20911AFX2021	82,852.00	82,852.00
- 4102 Federal/Other Funds	20911		DPH20911PHF2021	124,278.00	124,278.00
5000 DIRECT EXPENSES				207,130.00	207,130.00
- 5100 SALARIES				142,992.00	142,992.00
- 5101 Staff Salaries & Wages				142,992.00	142,992.00
- 5200 FRINGE BENEFITS				55,717.00	55,717.00
- 5500 TRANSPORTATION				2,000.00	2,000.00
- 5501 Staff Travel Reimbursement				2,000.00	2,000.00
- 5600 MATERIALS AND SUPPLIES				3,901.00	3,901.00
- 5607 Outreach/Program Supplies				3,901.00	3,901.00
- 5900 OTHER EXPENSES				2520.00	2520.00
- 5901 Communications				2520.00	2520.00
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME				207,130.00	207,130.00
- TOTAL EXPENSES				207,130.00	207,130.00
- EXCESS / SHORTAGE				0	0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING				100	100
- A&G PERCENTAGE				0	0

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **“Bid”** shall mean a bid submitted in response to a solicitation.
 2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
 3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
 4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
 5. **“Client”** shall mean a recipient of the Contractor’s Services.
 6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
 7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
 8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
 9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual’s name, date of birth, mother’s maiden name, motor vehicle operator’s license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.”

Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.

2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.
4. **Federal Funds.**
- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
 - (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
 - (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed

by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related

through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) Leases for equipment, vehicles or household furnishings;
- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section C.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor

or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to the Client Agency. Contractor shall provide an annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor

does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
 - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
- 15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

- (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (d) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.

- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. **Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.

- (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
- (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed

plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
 - (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
 - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.

- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

- 1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted on the Signatures and Approval page of this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions.
 - (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1)** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2)** Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3)** Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4)** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5)** Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6)** Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7)** Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8)** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9)** Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10)** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11)** Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12)** Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13)** Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14)** In the event that an Individual requests that the Business Associate

 - (A)** restrict disclosures of PHI;
 - (B)** provide an accounting of disclosures of the Individual's PHI;
 - (C)** provide a copy of the Individual's PHI in an electronic health record; or
 - (D)** amend PHI in the Individual's designated record set

the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15)** Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

 - (A)** the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B)** the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16)** Obligations in the Event of a Breach.

 - (A)** The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B)** Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last

known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications

requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

- (h)** Permitted Uses and Disclosure by Business Associate.
 - (1)** General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2)** Specific Use and Disclosure Provisions
 - (A)** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B)** Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C)** Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i)** Obligations of Covered Entity.
 - (1)** Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2)** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3)** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j)** Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k)** Term and Termination.
 - (1)** Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to

the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2)** Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

 - (A)** Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B)** Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C)** If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3)** Effect of Termination.

 - (A)** Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B)** In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (l)** Miscellaneous Sections.

 - (1)** Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2)** Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3)** Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

- 2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- 3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
- 4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
- 5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;

- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual

disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) **Governmental Function.** In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

- 7. Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars

(\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
9. **Campaign Contribution Restriction.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part- time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

[X] Original Contract (#2021-0005)
[] Amendment # _____
(For Internal Use Only)

SIGNATURES AND APPROVAL

The Contractor ☐ IS or ☒ IS NOT CURRENTLY a Business Associate under the Health Insurance Portability and Accountability Act of 1996, as amended.

Contractor

City of Norwalk

Contractor (Corporate/Legal Name of Contractor)

Signature (Authorized Official)

Date

Harry W. Rilling, Mayor

(Typed/Printed Name and Title of Authorized Official)

Agency

Connecticut Department of Public Health

Agency Name

Signature (Authorized Official)

Date

Heather Aaron, MPH, LNHA, Deputy Commissioner

(Typed/Printed Name and Title of Authorized Official)

Connecticut Attorney General (Approved as to form)

Signature (Authorized Official)

Date

Typed/Printed Name and Title of Authorized Official



License Agreement FIP TOT and TOT Recertification

This License Agreement is made as of the Effective Date (as defined below) between Fair and Impartial Policing LLC (“FIP”) and the Agency designated on the Signature Page of this Agreement (“Agency”) (collectively, “the Parties”).

Recitals. R-1. Whereas FIP provides FAIR & IMPARTIAL POLICING® training services and related materials for use in an implicit-bias awareness training program for law enforcement personnel; and

R-2. Whereas FIP has devoted significant resources to the development of its services and materials and is the owner of all right, title, and interest in and to the Proprietary Materials (as defined below), including copyright rights; and

R-3. Whereas FIP wishes to license the Agency to use FIP’s Program (as defined below) in accordance with this Agreement; and

R-4. Whereas the FAIR & IMPARTIAL POLICING® word mark and the star logo above the title of this Agreement (collectively the “Marks”) are trademarks and the property of FIP; and

R-5. Whereas FIP wishes to license to Agency the use of the Marks in accordance with this Agreement;

Now, therefore, FIP and Agency (collectively the “Parties”) agree as follows:

1. Definitions.

The “Effective Date” shall be the date this Agreement is signed by both Parties or, if they sign on different dates, the date on which the second Party signs the Agreement.

“Proprietary Materials” include presentations, handouts, articles, instructor resources, lesson plans, PowerPoint slides, outlines, notes or other written or electronic materials that FIP uses or provides for use in training law enforcement personnel (collectively “Proprietary Materials”).

The “Program” that is the subject-matter of this Agreement consists of the following Proprietary Materials:

- The scripted lesson plans for Modules 1 through 4 designed for (1) patrol officers and (2) first-line supervisors (dated 2018 and subsequent updates);
- The scenarios for group work for (1) patrol officers and (2) first-line supervisors.
- The three “Man on the Porch” handouts associated with the patrol officer curricula.
- The role plays and other exercises contained in the curricula and outlined in the Instructor Resources for the (a) patrol officer curricula and (b) supervisor curricula.
- The following Power Point presentations:
 - Patrol Officers, Modules 1 - 4
 - Supervisors, Modules 1 – 4

2. Grant of License. FIP grants Agency a license to use the Program and the Marks for and solely in connection with the training of personnel within the Agency (and other agencies with FIP’s prior written permission) in accordance with and during the term of this Agreement and for no other use or purpose. Training shall be conducted in person only. Agency shall not record the training sessions. Agency shall not post or provide the Program, training sessions or any Proprietary Materials online. Proprietary Materials shall not be copied, published, distributed or disseminated outside of in-person training sessions conducted in accordance with this Agreement. The Proprietary Materials belong to FIP, constitute trade secrets and are exempt from disclosure under the Freedom of Information Act, 5 U.S.C. § 552, and state public records laws. If Agency receives a subpoena, Freedom of Information Act request, or other legally binding request for Proprietary Materials, Agency shall resist the demand and provide FIP reasonable notice prior to any disclosure, so that FIP shall have reasonable opportunity to oppose the demand. If FIP seeks a protective order or otherwise opposes disclosure in a court or administrative proceeding of appropriate jurisdiction, Agency shall not disclose the Proprietary Materials unless and until FIP’s challenge (including any appeal) is resolved and Agency is ordered to do so. If disclosure of Proprietary Materials is ordered or otherwise required, such disclosure shall be made only to the persons required (for example, “attorneys’ eyes only”) and shall be limited to the particular Proprietary Materials at issue, with any others being withheld or redacted. Proprietary Materials disclosed for use in litigation or any other proceeding shall be used only in the proceeding giving rise to the disclosure. Unauthorized use of Proprietary Materials or the Program (for example, to train non-Agency personnel without FIP’s prior written permission) shall constitute a breach of this Agreement.

3. Obligations of Agency. (a) The Program may be used only by Agency instructors who: (i) have been certified by FIP upon completion of an FIP-sponsored Training-of-Trainers (“TOT”) session; and (ii) who have been made aware of the terms of this Agreement. Failure of any instructor at any time to abide by these terms and conditions may result in his or her being de-certified by FIP, in which case the Agency may no longer use that instructor in the delivery of the program.

(b) Agency shall not, and shall see to it that instructors do not, use the Program or Proprietary Materials outside of the delivery of training pursuant to this Agreement. For example, Agency shall not train others to provide Program training and shall not employ or contract with FIP employees or contractors directly to provide training services. In addition, Agency instructors shall not use the Program or Marks in any consulting work they may do, for or without compensation; in conjunction with programs offered by any academic institution, unless said program is approved by FIP; or in concert with any third party that is not approved by FIP. The foregoing examples are intended to be illustrative only and not exclusive. Agency must immediately notify FIP if it comes to the Agency’s attention that any of its instructors are not abiding by these terms.

(c) Agency will use Proprietary Materials only as written and shall not alter or revise them without FIP’s prior written consent.

(d) Agency will allow an FIP employee or consultant “master instructor” to conduct an on-site audit of the Program, including attendance at and observation of classes. Such audits will be performed no more frequently than once every two years.

(e) Agency shall not modify, display or otherwise use the Marks (except as permitted above) without FIP’s express written consent. Any use shall inure to FIP’s benefit. Agency shall acquire no rights, title or interest to or in the Marks (by use or otherwise) and agrees not to challenge FIP’s rights in the Marks.

4. Obligations of FIP. FIP will:

(a) lead (i) a two-day TOT session for Agency’s designated trainers at a location provided by the Agency; and (ii) lead a one-day TOT Recertification session for Agency’s designated trainers at a location provided by Agency;

(b) provide to Agency the Program materials and any Program updates issued during the Term (as defined below);

(c) provide presentations in an electronic format (e.g., website link) and in binders to participants in the TOT session;

(d) provide to Agency access to web-based resources, such as videos and articles, on a secure, password-protected portion of FIP’s website; and

(e) Maintain a list of all graduates of the TOT program.

5. Term of Agreement. The term of this Agreement (the “Term”) shall begin on the Effective Date. The Term shall end on the earliest of the following dates: (a) the second anniversary of the date on which the FIP-led two-day TOT program at Agency ends (October 14, 2022), (b) 30 days after either Party gives

the other Party notice of termination, or (c) 10 days after a Party notifies the other Party of a breach of this Agreement, unless that breach is cured within those 10 days. Once the Term ends, Agency shall immediately cease any and all use of Proprietary Materials. At the end of the Term, the Agency will be offered and may contract with FIP, LLC to conduct a one-day "Recertification Course" for the Agency's trainers who were trained during the TOT program. As part of this "Recertification Course" (1) the agency and attendees will receive the updated FIP curricula, (2) the trainees will be recertified to train FIP, and (3) the agency will enter into a new licensing agreement.

6. Fees. Fees for Agency instructors to attend the training and for Agency's use of the Program have been paid. If sought, fees for the "Recertification Course" will be billed at prevailing rates.

7. Acknowledgments. Agency acknowledges (a) that the Recitals in this Agreement (R-1 through R-5) are true and correct; (b) that this Agreement is supported by good, adequate and sufficient consideration; (c) that the Marks, Program and Proprietary Materials are and shall remain FIP's exclusive property.

8. Specific Enforcement. A violation of paragraphs 2 or 3 of this Agreement, or infringement of FIP's rights under paragraph 7(c), is likely to cause irreparable injury. Accordingly, FIP will be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining Agency from doing or planning to do any such act and any other violation or threatened violation of paragraph 2, 3 or 7(c).

9. Relationship. Agency is not an employee of, or independent contractor of, FIP. Licensee does not have and shall not represent to anyone that he/she has any power, right or authority to bind FIP or assume or create any obligation or responsibility, expressed or implied, on behalf of FIP or in FIP's name, including without limitation, making economic or financial commitments on FIP's behalf.

10. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Connecticut and the United States of America. Any litigation arising under this Agreement shall be brought exclusively in the appropriate state or federal court of competent jurisdiction in or for Fairfield County, Connecticut. The parties consent to the personal jurisdiction of those courts and agree that Fairfield County, Connecticut is an appropriate venue and convenient forum.

11. Severability. Each provision of this Agreement shall be deemed separate and severable from the others. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions or portions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

12. Entire Agreement. This Agreement contains the entire agreement between the parties concerning the subject matter hereof. Neither Party has relied upon any other writing or any oral statements, representations, promises,

or inducements in entering into this Agreement. No provision of this Agreement may be amended or modified, unless such amendment or modification is in writing and signed by FIP and Agency.

13. Non-Assignability; Successors and Assigns. This Agreement and the benefits hereunder are personal and are not assignable or transferable by Agency. This Agreement shall inure to the benefit of FIP's successors in interest, including, without limitation, successors through merger, consolidation, or sale of substantially all of FIP's stock or assets, and shall be binding upon Agency.

Name of Agency

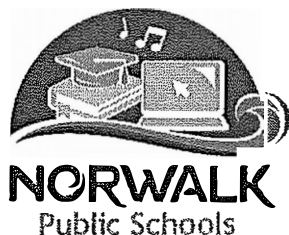
Representative's Name (Printed) & Title

Agency Representative's Signature and Date

FAIR & IMPARTIAL POLICING, LLC

____/s/_____*Lorie A. Fridell*_____

Lorie A. Fridell
CEO



William Hodel
 Director of Facilities & Maintenance
hodelw@norwalkps.org
 P: 203-854-4053/ F: 203-854-4005
 125 East Avenue, PO BOX 6001
 Norwalk, CT 06852-6001

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: BOE - BRIEN MCMAHON HIGH SCHOOL INDOOR AIR QUALITY DESIGN

DATE: OCTOBER 1, 2020

In February 2018, the State of Connecticut, Department of Labor, Division of Occupational Safety and Health visited Brien McMahon High School as part of its ongoing inspections within the Norwalk Public Schools. Subsequently in 2019 UCONN Health visited the school to analyze the indoor environment within the building. Findings in the report detailed the need for the cleaning of the existing utility tunnels in the building, cleaning of the building ductwork and installing bird screens at outdoor air intakes, as well as creating a negative pressure environment in utility tunnels and raising the intake of unit ventilators in the "1200 Wing" of the building. As part of Phase One of the project, the ductwork and utility tunnel cleaning has been completed as well as the bird screen installations.

Phase two of the project will include creating a negative pressure environment in utility tunnels and raising the intake of unit ventilators in the "1200 Wing" of the building to prevent them from in taking moist air from the ground. An MEP engineer is needed to analyze both of these conditions and assist the Norwalk Public Schools in creating design documents for contractor bidding.

The City Purchasing Agent Solicited a "Request for Proposal" for these design services. The city received two Reponses. After review of the proposals, it was determined that Salamone & Associates, P.C. is the lowest and most responsible respondent.

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Salamone & Associates, P.C. for the Brien McMahon High School Indoor Air Quality Design Services for a total not exceed \$12,960. Funds are available in Acct. #0920 5010 5777 C0655.
2. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$2,500. Funds are available in Acct. #0920 5010 5777 C0655.

ACKERMAN DAVID RICHARD	19-MV-300951	\$65.99	PRORATION
AVENDANO MARIO	19-MV-303952	\$88.81	PRORATION
BARRAGAN NORMA	19-MV-304816	\$29.38	PRORATION
CCAP AUTO LEASE LTD	19-MV-311863	\$52.56	PRORATION
CLEARY SUZANNE	19-MV-313141	\$19.58	PRORATION
COCCHIA FRANK J	19-MV-313440	\$35.97	PRORATION
DAIMLER TRUST	19-MV-315930	\$421.90	PRORATION
DAIMLER TRUST	19-MV-315986	\$359.71	PRORATION
FREEMAN SANDRA B	19-MV-324184	\$48.43	PRORATION
HONDA LEASE TRUST	19-MV-331079	\$90.93	PRORATION
HONDA LEASE TRUST	19-MV-331251	\$79.82	PRORATION
HONDA LEASE TRUST	19-MV-331292	\$58.88	PRORATION
HYUNDAI LEASE TITLING TRUST	18-MV-332695	\$98.56	PRORATION
	19-MV-332727	\$279.16	PRORATION
HYUNDAI LEASE TITLING TRUST	19-MV-332857	\$163.40	PRORATION
	19-MV-332931	\$104.89	PRORATION
	19-MV-332951	\$253.63	PRORATION
KEEHN DANIEL A	19-MV-336607	\$165.53	PRORATION
MARTINEZ-ALONSO JUAN A	19-MV-343194	\$60.89	PRORATION
MATTERA LINDA A	19-MV-343576	\$28.50	PRORATION
MCCLLENAGHAN WILLIAM TRAVERS	19-MV-343922	\$20.20	PRORATION
MELNIKER LARA PETRA	19-MV-344913	\$10.37	PRORATION
NISSAN INFINITI LT	19-MV-348902	\$85.86	PRORATION

AGENDA

OCTOBER 8TH , 2020

CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

<u>PAY TO:</u>	<u>BILL No & AMOUNT REFUNDED</u>	<u>REASON</u>
NISSAN INFINITI LT	19-MV-348841 \$129.04	PRORATION
PAGANI GIULIANO R	19-MV-351591 \$29.14	PRORATION
PALMER LOUISE W	19-MV-351802 \$16.62	PRORATION
ROYLE MARION L	19-MV-358326 \$89.80	PRORATION
	19-MV-358799 \$84.01	PRORATION
TIDEWATER ELECTRONICS INC	19-MV-366189 \$25.16	PRORATION
TOYOTA LEASE TRUST	19-MV-367049 \$438.06	PRORATION
	19-MV-367603 \$164.13	PRORATION
TOYOTA LEASE TRUST	19-MV-367190 \$53.93	PRORATION
	19-MV-367537 \$708.23	PRORATION
VCFS AUTO LEASING CO	19-MV-369724 \$668.13	PRORATION
VW CREDIT LEASING LTD	19-MV-371454 \$462.21	PRORATION
	19-MV-371456 \$751.16	PRORATION
	19-MV-371551 \$192.47	PRORATION



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: October 6, 2020
Re: Narrative for September 2020 Tax Collector's Reports

As of the end of September, 2020, we had collected more than \$175 million, or **50.11%** of our \$350+ million adjusted current tax levy on the 2019 grand list. This rate is still moderately less than (-2.45%) what we collected in the prior year (FYE 2019) through September 30, but this is probably due to the extended grace period that has allowed payments up to and including October 1, 2020. As of September 30, we were still receiving and processing on time payments. We will not be able to accurately assess where we stand until we are finished processing on time mailed payments later this week.

As of the end of September, 2020, we collected more than \$8.3 million of our sewer use levy, or **49.58%**. We also collected 67.41% of the year's IPP (Industrial Pretreatment Program) fee on behalf of the Water Pollution Control Authority. Compared with the prior fiscal year, we are very slightly behind with regard to sewer use collections (-1.10%) and more significantly behind with the IPP fee (-7.52%). Because the IPP fee is billed on the business personal property bill, it stands to reason the drop would be more substantial there, as businesses are taking advantage of the extended grace period. Again, we will know better where we stand, and we expect these numbers to smooth out, after we conclude processing and posting mailed payments later this week.

With regard to prior years' collections, through September, 2020, we showed a net collection of more than \$1.5 million in back taxes, interest, lien fees and other fees, which is only about \$46,000 less than we collected in the prior fiscal year. This figure is net, meaning we lost some prior year revenue due to recent settlements of court cases initiated by taxpayers who appealed their tax assessments.

To date, we have collected in excess of \$3.2 million on our tax sale properties. 87 of the accounts we began working on in November 2019 have paid in full. Our tax sale, which was scheduled for July 20, 2020, was put on hold due to COVID 19. The state has lifted the prohibitions on tax sales since last month's report, and I have rescheduled the sale to July 19, 2021. We have continued to work on the sale, although in the background, throughout COVID. The planned tax sale has been a significant factor in stabilizing our tax collections, in spite of the effects of the pandemic. Were it not for the planned sale, our collections from the prior fiscal year would have been significantly lower, and it is possible we might not have achieved our budgeted collection rate for fiscal year end 2020.

The extended grace period authorized by Mayor Harry Rilling and the Common Council came to an end on Thursday, October 1, 2020. Payments received on Friday, October 2, and payments postmarked on or after October 2 now incur interest at the rate of 1.5% per month from the July 1 due date. That means a taxpayer coming to the window, or mailing a payment October 2 or later, will incur **6% interest** – 1.5% per month for four months (July through October) as a portion of a month is considered a full month. Interest is charged on all late payments without exception, per state law. We have done our best to remind taxpayers of the end of the grace period through the media, the website, and other means, as suggested by the Committee in prior months.

Our office has remained staffed throughout the pandemic as we work under COVID 19 restrictions. We adhere to distancing directives, including wearing masks and remaining six feet apart. City Hall reopened to the public “by appointment only” after Labor Day Weekend, but our office has continued to be “open” at the payment station in the front of the City Hall building, from 9 am to 4 pm Monday through Friday, with no appointment needed.

As the colder weather approaches, we have discussed different scenarios with the Administration and are likely to close the current payment station within the month, because we do not want people waiting outside in the elements. Instead, we plan to have people to enter the building through the main lobby. Security will greet them, ensure safety protocols are followed (face covering or mask, sanitized hands, identification to allow for contact tracing if necessary), and then direct them to our office. The number of customers allowed in at any given time will be limited.

This appears to be another step in the progression of returning to pre-COVID business practices. It is important to us that customers be allowed to continue to come to pay their taxes without having to make an appointment. We are working now to achieve that goal while keeping everybody safe and comfortable. Our staff has always worked behind an enclosure, while the public remains in our office lobby area. The details remain to be worked out, but we should have this in place by the end of October.

We plan to issue delinquent notices, called demand notices, after we are done processing our on time mail. They will be payable by October 31. Then, next month, we will begin the process of preparing for our second installment billing, which will likely be mailed around December 10.

Taxpayers still can pay their property taxes by mail, over the telephone, online, or in person, either at our window or in our office, at City Hall. Information is available on the tax collector’s home page of the city website, www.norwalkct.org/taxcollector . When paying online, taxpayers may use an electronic check (ACH payment), or a debit, credit or ATM card. The cost of an electronic check is only \$0.95. We are encouraging taxpayers to consider using this as a convenient, cost effective and safe alternative that avoids the delays inherent in mailing payment and allows for a contact-less transaction.

We have attempted to mitigate the drop in collections and to be creative while still adhering to COVID 19 restrictions, including advertising payment options, communicating through the city website and social media, and opening the walk up window. We consider ourselves ‘essential’ in terms of both function and service. We will continue to update our operations to deal with changing circumstances and the changing seasons.

**TAX COLLECTOR'S REPORT
SEPTEMBER 2020**

FISCAL YEAR 2020-2021 (2019 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 20 - SEP 20	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$20,760,190.24	\$16,068,385.27	77.40%	\$20,553,524.16	(\$206,666.08)	78.18%
PERSONAL PROPERTY	\$20,000,411.00	\$9,886,399.36	49.43%	\$19,993,574.86	(\$6,836.14)	49.45%
REAL ESTATE	\$310,928,205.46	\$149,512,661.64	48.09%	\$309,628,167.94	(\$1,300,037.52)	48.29%
TOTAL TAX	\$351,688,806.70	\$175,467,446.27	49.89%	\$350,175,266.96	(\$1,513,539.74)	50.11%

SEWER USE	\$16,883,967.00	\$8,371,670.88	49.58%	\$16,884,710.89	\$743.89	49.58%
IPP FEE	\$200,500.00	\$135,822.29	67.74%	\$201,500.00	\$1,000.00	67.41%

FISCAL YEAR 2019-2020 (2018 GRAND LIST)	ORIGINAL LEVY	JUN 19 - SEP 19				
AUTOMOBILE-REGULAR	\$20,298,846.95	\$16,542,232.02	81.49%	\$19,549,897.05	(\$748,949.90)	84.62%
PERSONAL PROPERTY	\$18,801,474.70	\$11,369,385.09	60.47%	\$21,236,754.76	\$2,435,280.06	53.54%
REAL ESTATE	\$292,525,761.66	\$141,230,166.40	48.28%	\$281,025,428.36	(\$11,500,333.30)	50.26%
TOTAL TAX	\$331,626,083.31	\$169,141,783.51	51.00%	\$321,812,080.17	(\$9,814,003.14)	52.56%

SEWER USE	\$16,686,428.00	\$8,205,405.16	49.17%	\$16,190,840.00	(\$495,588.00)	50.68%
IPP FEE	\$203,250.00	\$155,843.15	76.68%	\$208,000.00	\$4,750.00	74.92%

TAX DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	\$20,062,723.39	\$6,325,662.76	-1.11%	\$28,363,186.79	\$8,300,463.40	-2.45%
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SEWER DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	\$197,539.00	\$166,265.72	0.41%	\$693,870.89	\$496,331.89	-1.10%
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IPP DIFFERENCE 2019 G.L. vs. 2018 G.L. INCREASE/(DECREASE)	(\$2,750.00)	(\$20,020.86)	-8.93%	(\$6,500.00)	(\$3,750.00)	-7.52%
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BACK TAXES COLLECTED	FISCAL YR 2020-2021 (JUL 20 - SEP 20)	FISCAL YR 2019-2020 (JUL 19 - SEP 19)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$1,112,838.81	\$1,055,140.71	\$57,698.10
PRIOR SEWER USE FEE	\$65,130.05	\$58,350.29	\$6,779.76
PRIOR IPP FEE	\$3,000.00	\$1,674.89	\$1,325.11
TOTAL PRIOR TAX, SEWER & IPP	\$1,180,968.86	\$1,115,165.89	\$65,802.97
CURRENT INTEREST	\$0.00	\$193,481.86	(\$193,481.86)
PRIOR INTEREST	\$312,428.05	\$210,992.52	\$101,435.53
SEWER USE FEE INTEREST	\$13,460.95	\$16,298.40	(\$2,837.45)
IPP FEE INTEREST	\$672.39	\$798.76	(\$126.37)
TOTAL INTEREST COLLECTED	\$326,561.39	\$421,571.54	(\$95,010.15)
PRIOR LIEN FEE	\$0.00	\$4,627.96	(\$4,627.96)
CURRENT LIEN FEE	\$5,378.29	\$0.00	\$5,378.29
TOTAL LIEN FEE COLLECTED	\$5,378.29	\$4,627.96	\$750.33
MISC FEES COLLECTED	\$18,834.93	\$36,791.45	(\$17,956.52)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$1,531,743.47	\$1,578,156.84	(\$46,413.37)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION