

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 and/or Zoom, or a recording in the City of Norwalk YouTube channel.

Specific instructions and links can be found at norwalkct.gov/meetings

 Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

 Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

 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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Special Meeting:	September 9, 2024
Regular Meeting:	September 10, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Theresa Quell, Board of Health

APPOINTMENTS: Donald Remson, Harbor Management Commission

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. APPOINTMENTS AND RESIGNATIONS

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to approve the use of Washington Street Plaza and immediate surrounding grounds by City of Norwalk for their Halloween Nightfair to be held on Saturday, October 26th 2024 from 2:00 P.M. to 10:00 P.M. Rain Date on Sunday, October 27th from 2:00 P.M. to 10:00 P.M. Set-up time by 8:00 A.M. Saturday with tear-down by 12:00 am Midnight. Approximately 6,000 people.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Alzheimer's Association for the use of Calf Pasture Beach and immediate surrounding grounds for their Walk to End Alzheimer's to be held on Sunday, October 27th, 2024 from 7:00 A.M. to 1:00 P.M. Set-up time by 6:00 A.M. Saturday with tear-down by Sunday 1:30 P.M. Approximately 2,500 people.

B. FINANCE AND CLAIMS

1. Claims Committee Report: September 2024
2. Narrative on Tax Collections dated September 2024
3. Monthly Tax Collector's Reports dated August 2024
4. Authorize the purchasing agent to issue a purchase order to GovConnection, Inc, in an amount not to exceed \$385,223.54 for Network Distribution and Access Switches. Account No. 0925 1370 5777 C0375 City Technology.
5. REQUESTING a Special Capital Appropriation in the amount of \$100,000 for the purchase of a replacement boat for the Harbormaster to manage and oversee the operation of the Norwalk Harbor, Norwalk Islands and a portion of the Long Island Sound and authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$100,000 to finance said appropriation. Account 09254010-5777- AEC26 Harbor Replacement Boat
6. REQUESTING a reduction in the amount of \$100,000 to the appropriation in account # 0925-3760-5777-C0704 (Arts & Culture Plan). Deauthorizes bonds in the amount of \$100,000.
7. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments needed to apply for and receive pursuant to Public Act 24-81, from the Connecticut Secretary of State a grant in the amount of \$23,726.31 for the Registrar of Voters to implement early voting in the City of Norwalk. This grant will be in place for the period 7/1/24 through 6/30/2025.

8. Resolution: Approve ARPA transfer request in the following amounts, and in conformance with Common Council Approval of items 2a and 2b on the October 24, 2023 Agenda:

FROM:

BUSINESS COVID ASSISTANCE	133710-5796-AEC05	\$85,000
ADMINISTRATOR FOR ARP	133710-5796-AEC14	\$32,517

TO:

MOBILITY SIDEWALK & BIKE	133710-5796-AEC02	\$117,517

C. ORDINANCE

1. Approve resolution concerning Sportech Venues, Inc. d/b/a Winners, 24 Burnell Boulevard, Norwalk, CT (pursuant to General Statutes § 12-574a(c))

**RESOLUTION RE: SPORTECH VENUES, INC. D/B/A WINNERS
APPROVING off-track pari-mutuel wagering on Sundays**

WHEREAS, Sportech Venues, Inc. d/b/a Winners ("Winners") currently operates an off-track betting facility at 24 Burnell Boulevard in Norwalk, Connecticut;

WHEREAS, Winners is not currently open on Sundays for pari-mutuel wagering;

WHEREAS, pursuant to Conn. Gen. Stat. § 12-574a(c), the Department of Consumer Protection and the Gaming Policy Board permit Winners to operate in Norwalk on Sundays for pari-mutuel wagering only upon approval of the legislative body of the municipality in which such facility is located; AND

WHEREAS, it has been determined that the City has no objection to Winners operating pari-mutuel wagering on Sundays and that such operations are likely to increase tax revenue for the City and create additional jobs within the City.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL THAT:

Sportech Venues, Inc. d/b/a Winners is hereby authorized to be open on Sundays for pari-mutuel wagering at its location at 24 Burnell Boulevard in Norwalk Connecticut, pursuant to Conn. Gen. Stat. § 12-574a(c).

This resolution is effective upon enactment.

D. COMMUNITY SERVICES

1. Authorize the Mayor, Harry W. Rilling, Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Mid-Fairfield Child Guidance Center, Inc., for continued in-home Mental Health and Family Support services for Public School children under the Community Services Department for the period July 1, 2024 to June 30, 2025 in the amount of \$200,000 Account# 012010-5298 and \$100,000 Account# 132010-5796-ACS03.

E. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling to execute any and all documents for submission of the PY49 CAPER to HUD.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement for a five-year extension of the contract designating the Norwalk Redevelopment Agency as the administrator of the City's annual CDBG entitlement grant.
3. Authorize the purchase of a 2024 PackMan Landing Craft for the Harbormaster from Munson Boats in an amount not to exceed one hundred ninety-eight thousand, one hundred forty-nine dollars (\$198,149) via sole source procurement.

ACCT: 134010-5796-AEC26

4. Authorize the Mayor, Harry W. Rilling, to enter an agreement with ARC Documents Solutions, LLC for document digitization and cataloging in an amount not to exceed \$284,995.50.

ACCT: 133710-5796-AEC12
0922 3730 5777 C0801

F. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements and other documents necessary to acquire 6 Butler St. Norwalk, CT in an amount of \$1,400,000 plus standard closing costs. Account No. 140000-5796-ACMF1.
2. Authorize the Mayor, Harry W. Rilling, to execute a license agreement for use of two rooms (468 sq. ft, 1st floor; 324 sq. ft. Basement) at 3 Belden Avenue, Norwalk, CT for 3 years, with 2 options to extend for a period of 1 year each for licensing fee of \$4.50 per sq. ft.

VIII. RESOLUTIONS FROM COMMON COUNCIL

A. APPOINTMENT AND DURATION OF THE 202-2025 NORWALK CHARTER REVISION COMMISSION

1. **WHEREAS**, pursuant to C.G.S. §7-188(b) and §11-2 of the Charter, at its meeting on September 9, 2024, the Common Council of the City of Norwalk voted to initiate action to amend the Charter of the City of Norwalk; and,

WHEREAS, the Common Council seeks to establish and appoint a Charter Revision Commission in accordance with the provisions of C.G.S. §7-190 (2024-2025 Charter Revision Commission" or "Commission").

NOW THEREFORE BE IT RESOLVED by the Common Council of City of Norwalk that:

a) Pursuant to C.G.S. §7-190(a) the following **nine (9) members** are appointed to serve as members of the 2024-2025 Commission:

Jo Bennett	Edwin Camacho
Jim Clark	Carl Dickens
Tyler Fairbairn	Doug Hempstead
John Levin	Richard McQuaid
Tanya Rhodes-Small	

Not more than one-third of these appointees hold any other public office in the City of Norwalk and not more than a bare majority of appointees are members of one political party.

b) Pursuant to C.G.S. §7-190(b), the Commission appointed herein, shall be authorized to consider such changes and other items and matters as it deems desirable or necessary to improve the governance of the City.

c) Pursuant to C.G.S. §7-190(b), the Commission shall submit its draft report no later than **May 30, 2025** in order to assure that the final report, proposed charter and questions will be submitted in order to be considered at referendum in the general election of 2025.

d) Pursuant to C.G.S. §7-190(c), the 2024-2025 Commission shall terminate upon acceptance or rejection of its final report by the Common Council.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**SEPTEMBER 24, 2024
COUNCIL CHAMBERS**

APPOINTMENTS

HARBOR MANAGEMENT COMMISSION

M/C

Norwalk Code 69

Donald Remson (U)

Term Expires – 3/31/2027

39 Tierney Street

Norwalk, CT 06851



**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 and/or Zoom, or a recording in the City of Norwalk YouTube channel.

Specific instructions and links can be found at norwalkct.gov/meetings

Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

**Informational Workshop
The Mayor's Role and Balancing the Council and the Mayor
Moderated by Attorney Mednick**

Mayor Rilling called the special meeting to order at 7:03 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large:	Mr. Gregory Burnett	Mr. Johan Lopez
	Ms. Nora Niedzielski Eichner	

Ms. Barbara Smyth

District A: Ms. Nicol Ayers (7:18 P.M.) Mr. Jalin Sead (7:20 P.M.)

District B: Mr. Dajuan Wiggins Ms. Darlene Young

District C: Ms. Nicole Eaddy

District D: Ms. Heather Dunn (7:14 p.m.) Mr. Douglas W. Sutton

District E:

At Roll Call there were eight (8) Common Councilmembers present and six (6) absent (Mr. Goldstein; Ms. Ayers; Mr. Sead; Ms. Dunn; Mr. Frayer and Ms. Shanahan. A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Attorney Stephen Mednick.

II. PUBLIC COMMENT

There were no members of the public who wished to comment this evening.

III. INFORMATIONAL WORKSHOP

1. Informational workshop with speakers from around the state curated by Attorney Steve Mednick, for the purpose of discussing their various roles within their municipal government structures. No votes or decisions will be taken during this meeting.

Attorney Mednick made introductory comments and noted this was the last of three pre-Charter sessions. The theme of the three sessions is the balance of power. In addition, the function of the Charter needs to be laid out clearly.

- Harry Rilling, Mayor, City of Norwalk

Attorney Mednick introduced Mayor Rilling who described what the Mayor does and how it is related to the Common Council and Board of Estimate and Taxation. He described the responsibilities of the Common Council. He also described the Mayor's interaction with the department heads and other staff members. Mayor Rilling reviewed the budget process.

- Paul Pernerewski, Mayor, City of Waterbury

Mayor Pernerewski was unable to attend this evening's meeting.

- Ben Florsheim, Mayor, City of Middletown

Mayor Florsheim was unable to attend this evening's meeting.

- Tyisha Walker-Myers, President, Board of Alders, City of New Haven

Attorney Mednick introduced Ms. Walker-Myers who described the budgeting process in New Haven. She noted that the Mayor is not the presiding officer.

- Luke Bronin, Former Mayor, City of Hartford

Attorney Mednick introduced Mr. Bronin who explained that Hartford has a strong Mayor system. The Mayor and Common Council have a four year term.

Attorney Mednick opened the workshop for discussion.

Mr. Bronin strongly encouraged the City to consider moving to a four year term for Mayor and Common Council members. Ms. Walker-Myers said New Haven is moving from a two to a four year term for the Mayor and Alders.

Ms. Walker-Myers described the out reach used to notify residents about issues. She said they need to make sure the voters are informed. Attorney Mednick added that it is a matter of socializing the issue.

Ms. Walker-Myers said she felt a four year term would increase the number of people who wish to run for office. She said it is beneficial for the Alder and Mayor terms to run together. She said New Haven has been successful with 30 Alders. Mayor Rilling said Norwalk's Common Council structure works well.

Ms. Walker-Myers described their staff support structure. She noted that committee Chairs have direct contact with the departments.

In Hartford, Mr. Bronin said the Mayor and Council members each have an aid. In addition, their Council members have the ability to engage their own legal counsel.

Mr. Sead said it would be challenging to find people to make a four year commitment. Ms. Walker-Myers said they have had people leave, but have not had any challenges in filling those seats.

Ms. Walker-Myers and Mr. Bronin briefly described the financial staff structure in their respective cities.

Ms. Smyth asked about Common Council compensation. Hartford Common Council members receive \$15,000 per year and New Haven Alders receive \$5,000 per year. Mr. Bronin said that having a level of compensation will help recruit candidates to run for office.

NO ACTION OR VOTES TAKEN

Ms. Young expressed thanks to Attorney Mednick for putting together such great panels. She also thanked the Common Council members, Ms. Walker-Myers and Mr. Bronin.

IV. ADJOURNMENT

**** MS. NIEDZIELSKI EICHNER MOVED TO ADJOURN**
**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:18 p.m.

ATTEST: _____
Irene Dixon, City Clerk

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 and/or Zoom, or a recording in the City of Norwalk YouTube channel. Specific instructions and links can be found at norwalkct.gov/meetings

Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address.

Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

Members of the public who wish to provide "live comments" may also 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 by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.

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 included into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Irene Dixon at idxon@norwalkct.gov with the subject line "Public Comment" to provide written public comment prior to the meeting.

Mayor Rilling called the meeting to order at 7:30 p.m.

Members of the State Champion 8 Under Girls Crush softball team led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling read a Proclamation acknowledging the championship team and coaches.

I. ROLL CALL

Ms. Dixon called the Roll as follows:

Council at Large: Mr. Gregory Burnett Mr. Johan Lopez
Ms. Nora Niedzielski Eichner Ms. Barbara Smyth

District A: Ms. Nicol Ayers Mr. Jalin Sead

District B: Mr. Dajuan Wiggins Ms. Darlene Young

District C: Ms. Nicole Eaddy

District D: Ms. Heather Dunn Mr. Douglas W. Sutton

District E: Mr. James Frayer Ms. Lisa Shanahan

At Roll Call there were thirteen (13) Common Councilmembers present and one (1) absent (Mr. Goldstein). A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: August 13, 2024

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS PRESENTED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

There were no members of the public who wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS:

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENTS**

**SHARON BAANANTE, COMMISSION ON THE STATUS OF WOMEN
EMMA DIGNOTI, COMMISSION ON THE STATUS OF WOMEN
JESSICA EDWARD, COMMISSION ON THE STATUS OF WOMEN**

Ms. Niedzielski Eichner and Ms. Smyth spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling invited the community to join in the annual 9/11 Remembrance Ceremony at 9:00 AM on the Eric Malmquist Track Field next to Norwalk City Hall. The Mayor talked about Paulie Veneto's Paulie's Push, a journey he takes from Boston to Ground Zero, in honor and memory of the flight attendant heroes who were on the planes on 9/11. The Mayor thanked the Norwalk Police Department for escorting him along his journey through Norwalk.

Mayor Rilling mentioned this year's final Outdoor Movie at Calf Pasture Beach, *Pirates of the Caribbean: On Stranger Tides!* on Friday, September 13, at dusk. He thanked the Department of Recreation and Parks for hosting.

Mayor Rilling announced the City's Budget Public Hearing. It will be a hybrid meeting in the Common Council Chambers on Monday, September 23, at 6:00 PM.

V. COUNCIL PRESIDENT

Ms. Young offered Mr. Burnett an opportunity to update the members of the Common Council on yesterday's Tax Sale. Mr. Burnett said he wanted to highlight the outstanding work done by Ms. Biagiarelli and the entire team. He noted that in November 2023, they started with 225 properties and as of yesterday, seven remained and were sold. They collected \$6.3 million in taxes. Since 2003, the Tax Sales have collected \$49 million in taxes.

Mayor Rilling commented that most if not all communities hire someone to conduct their tax sales, but Ms. Biagiarelli and her team do it in house.

A. RESIGNATIONS AND APPOINTMENTS

Ms. Young announced that Ms. Diana Paladino-Christopher will be appointed to the Charter Commission as the Republican designee.

B. CONSENT CALENDAR:

Ms. Young announced that Mr. Sead would be reading this evening's Consent Calendar.

**** MR. SEAD MOVED TO APPROVE THE FOLLOWING CONSENT
CALENDAR**

VII.A.1, VII.B.1A, VII.B.1B, VII.B.2A, VII.B.2B, VII.C.1, VII.D.1

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

**1. AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO FREIGHTLINER OF HARTFORD, EAST HARTFORD, CT., FOR THE PURCHASE OF ONE (1) ATTENUATOR TRUCK FROM THE CONNECTICUT STATE CONTRACT FOR A SUM NOT TO EXCEED \$200,000.00 ACCOUNT NO. C0437
STATE CONTRACT NO. 14PSX0239**

B. COMMUNITY SERVICES

1. A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH DATAGEN, INC. FOR COMMUNITY HEALTH ASSESSMENT SUPPORT SERVICES, FOR A TOTAL NOT TO EXCEED \$5,000. THIS PROJECT IS FUNDED THROUGH A CONNECTICUT DEPARTMENT OF PUBLIC HEALTH GRANT. ACCT. #352093-5258.

B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH DATAGEN, INC. FOR COMMUNITY HEALTH ASSESSMENT SUPPORT SERVICES.

2. A. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS NEEDED TO APPLY FOR AND RECEIVE PER CAPITA GRANT IN AID FUNDING FROM THE CT DEPARTMENT OF PUBLIC HEALTH IN THE AMOUNT OF \$176,004.42 FOR THE PERIOD JULY 1, 2024 – JUNE 30, 2025.

B. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS OR AMENDMENTS AS MAY BE NECESSARY TO IMPLEMENT THE PER CAPITA GRANT IN AID GRANT FOR THE PERIOD BEGINNING JULY 1, 2024 THROUGH JUNE 30, 2025.

C. ORDINANCE

1. APPROVE REVISIONS TO CHAPTER 9 – ARTICLE IX, THE REAPPORTIONMENT ADVISORY COMMITTEE.

D. LAND USE AND BUILDING MANAGEMENT

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH INTEGRATED SYSTEM SERVICES, LLC. FOR THE ENHANCEMENT TO SCHOOL SECURITY - ACCESS CONTROL IMPROVEMENTS AT BRIEN MCMAHON HIGH SCHOOL FOR A TOTAL NOT TO EXCEED \$107,158.45. ACCT #0924/25 5010-5777-C0537**

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING RESOLUTION**

A. INITIATION AND CREATION OF THE 2024-2025 NORWALK CHARTER REVISION

1. WHEREAS, SECTION 11-4.A OF THE CHARTER OF THE CITY OF NORWALK REQUIRES THE APPOINTMENT OF A CHARTER REVISION COMMISSION TO REVIEW THE WORK OF THE 2023 CHARTER COMMISSION AND TO ADDRESS ISSUES THAT WERE NOT EXAMINED DURING THAT TIME; AND, WHEREAS, THE COMMON COUNCIL HAS CONDUCTED A SERIES OF MEETINGS ADDRESSING THE ROLE OF THE COUNCIL, THE MAYOR AND THE BUDGET PROCESS; AND,

WHEREAS, THE COMMON COUNCIL SEEKS BROAD PARTICIPATION OF THE RESIDENTS OF NORWALK TO BUILD UPON THE WORK OF THE 2023 CHARTER COMMISSION BY CONSIDERING WAYS AND MEANS TO IMPROVE PUBLIC ACCESS, UNDERSTANDING AND INVESTMENT IN THE OPERATIONS OF ITS MUNICIPAL GOVERNMENT.

NOW THEREFORE BE IT RESOLVED, PURSUANT TO C.G.S. §7-188(B), THE COMMON COUNCIL OF THE CITY OF NORWALK HEREBY INITIATES AN ACTION TO AMEND THE CURRENT CHARTER BY AUTHORIZING THE CREATION OF A CHARTER REVISION COMMISSION, ACTING BY A TWO-THIRDS VOTE OF ITS ENTIRE MEMBERSHIP.

BE IT FURTHER RESOLVED, PURSUANT TO C.G.S. §7-190, THAT WITHIN THIRTY (30) DAY FOLLOWING INITIATION OF THE CHARTER REVISION PROCESS, THE COMMON COUNCIL SHALL, BY RESOLUTION, (1) APPOINT A COMMISSION CONSISTING OF NINE (9) ELECTORS (OR AS MAY BE OTHERWISE REQUIRED BY LAW), NOT MORE THAN ONE-THIRD (1/3RD) OF WHOM MAY HOLD PUBLIC OFFICE IN THE CITY AND NOT MORE THAN A BARE MAJORITY OF WHOM SHALL BE MEMBERS OF ANY ONE POLITICAL PARTY, WHICH COMMISSION SHALL PROCEED FORTHWITH TO DRAFT ANY SUCH AMENDMENTS; AND (2) ESTABLISH THE TIMEFRAME FOR SUBMISSION OF A FINAL REPORT BY SAID COMMISSION; ALTHOUGH NOT LATER THAN THE GENERAL ELECTION OF 2025.

**** MOTION PASSED UNANIMOUSLY**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

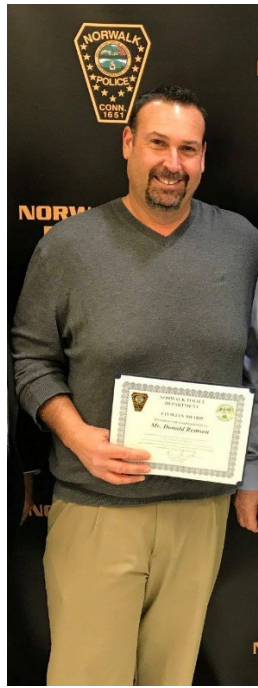
XI. ADJOURNMENT

**** MS. SHANAHAN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 7:55 p.m.

ATTEST: _____
Irene Dixon, City Clerk



Donald Remson

Donald was born and raised in the City of Norwalk. He graduated from Norwalk High School in 1991 and currently resides in the city. Since 1992, Donald has been employed by the State of Connecticut Department of Transportation and currently serves as the District 3 Maintenance Director. In his role as Director, Donald is responsible for leading and managing 350 employees and oversees the entire infrastructure of Fairfield & New Haven Counties. He also owns and operates a landscaping business, serving Norwalk residents for the past 25 years.

Donald grew up on Long Island Sound, fishing and boating throughout both the Norwalk Harbor and the Sound. He is an avid boater and currently owns 2 boats which are docked at the South Norwalk Boat Club in Norwalk, CT. Most of Donald's spare time is spent on the water with friends and family throughout the year and in every season.

Currently, Donald is the Rear Commodore for the South Norwalk Boat Club. This is an elected position which he's held since 2022. South Norwalk Boat Club is a private Club with a marina and has approximately 320 boat slips. Prior to being elected Rear Commodore, Donald held the position as Board of Governor for three terms. He has served as the Fish-Pool Chairman and has partaken in organizing several other fishing events in the Norwalk Harbor and neighboring islands as well.

In 2008 to 2013 Donald held the position of Vice President for the Norwalk Karting Association, a nonprofit organization which races go-karts at Calf Pasture Beach during Spring & Fall.

In December 2018 Donald received the Civilian Recognition Award for his assistance in lifesaving efforts, by preventing a woman from jumping off the Stroffolino Bridge in South Norwalk. If not for his heroic efforts in intervening in this apparent suicide attempt, this distraught individual would have been successful in jumping into a frigid Norwalk River.

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

VII.A.

DATE OF REQUEST: 9/12/24

(Note - Agenda closes 12:00 PM on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Nicolas Iniguez / Robert Stowers

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Recreation & Parks

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE?

Yes, Recreation & Parks Committee

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A

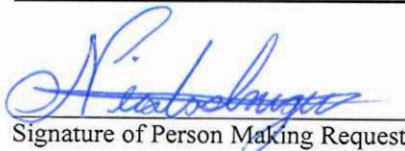
N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to approve the use of Washington Street Plaza and immediate surrounding grounds by City of Norwalk for their Halloween Nightfair to be held on Saturday, October 26th 2024 from 2:00 P.M to 10:00 P.M. Rain Date on Sunday, October 27th from 2:00 P.M. to 10:00 P.M. Set-up time by 8:00 A.M. Saturday with tear-down by 12:00 am Midnight. Approximately 6,000 people.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Alzheimer's Association for the use of Calf Pasture Beach and immediate surrounding grounds for their Walk to End Alzheimer's to be held on Sunday, October 27th, 2024 from 7:00 A.M. to 1:00 P.M. Set-up time by 6:00 A.M. Saturday with tear-down by Sunday 1:30 P.M. Approximately 2,500 people.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):


Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Permit



City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R369

Status Tentative

Date Aug 9, 2024 10:08 AM

Expiration Date Aug 31, 2024

Customer Name Cheryl Podob - 1034
Customer Type General Public
Mailing Address 200 Executive Blvd
Suite 4B
Southington, CT 06489

Work Phone Number (203) 807-5839
Home Phone Number (203) 521-8218
Cell Phone Number (203) 521-8218
Email Address cspodob@alz.org

System User Internet User

Rental Fee	\$2,805.00
Discounts	\$0.00
Subtotal	\$2,805.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$2,805.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$2,805.00

Walk to End Alzheimer's

1 resource(s) 1 booking(s) Subtotal: \$2,805.00

Booking Summary

Calf Pasture Beach (Event)		Center: Calf Pasture Beach	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sun, Oct 27, 2024 9:00 AM	Sun, Oct 27, 2024 12:00 PM	2000	\$0.00
Resource level fees			\$2,805.00

Custom Questions

QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	No
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	Yes
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	No
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	none

Is there a 2nd date in mind or a rain date or location?	no
Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	2000
What is the setup time?	6am
What type of event?	Walk
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Tables, chairs, tents, etc
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	No
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	No
Will you be selling food, beverages, goods or wares?	No
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	Yes
Will you solicit contributions at your event?	No

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Oct 27, 2024	Cheryl Podob	Waiver Signed by: Cheryl Podob on Feb 27, 2024

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
 - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
 - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
 - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



Payment Schedules

Original Balance: \$2,805.00 Current Balance: \$2,805.00

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Oct 27, 2024	\$2,805.00	\$0.00	\$0.00	\$2,805.00

X:

Date:

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

X:

Date:

Cheryl Podob

Customer ID: 1034

Mailing Address: 200 Executive Blvd, Suite 4B, Southington, CT
06489

Work Phone Number: (203) 807-5839

Home Phone Number: (203) 521-8218

Cell Phone Number: (203) 521-8218

Email Address: cspodob@alz.org

Permit



City of Norwalk Online
125 East Ave.
Norwalk, CT 06851

PHONE:(203) 854-7806
EMAIL:
recregistrationsupport@norwalkct.gov

Permit # R451
Status Approved
Date Apr 15, 2024 3:16 PM

Customer Name	Anna Breault - 1255	Work Phone Number	(203) 854-7336
Customer Type	General Public	Home Phone Number	(203) 854-7336
Mailing Address	125 East Avenue Norwalk, CT 06851	Email Address	abreault@norwalkct.gov
System User	Internet User		

Rental Fee	\$0.00
Discounts	\$0.00
Subtotal	\$0.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$0.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$0.00

Halloween Nightfair	1 resource(s)	2 booking(s)	Subtotal: \$0.00
Booking Summary			
Washington St. Plaza (Event)		Center: Washington St. Plaza	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Sat, Oct 26, 2024 4:00 PM	Sat, Oct 26, 2024 10:00 PM	100	\$0.00
Sun, Oct 27, 2024 11:00 AM	Sun, Oct 27, 2024 5:00 PM	100	\$0.00

Custom Questions	
QUESTION	ANSWER
*Will you require lights? (Fields only)	Yes
Are you a Non-Profit or 501C3?	Yes
Are you requesting a tent? Any tent 10x10 or larger needs approval and permit from Code Enforcement Dept.	No
Are you using a food truck?	Yes
Are you using the pavilion? (Cranbury, Calf Pasture & Fodor Farm sites only)	No
Do you plan on serving alcohol at your event? (No glass or glass bottles allowed at City parks)	Yes
If so, how many (Up to 2 allowed. Food Trucks not allowed at beach)	2
Is there a 2nd date in mind or a rain date or location?	No

Number of people attending? (For the groups at the Cranbury Pavilion I, groups of over 70 are required to rent a portajohn)	100+
What is the setup time?	8:00AM
What type of event?	Street Fair
What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)	Tents, bounce house, sound, lighting
Will the group be going into the water? (Beach permits only)	No
Will the public be invited to the event?	Yes
Will there be music? No amplified music at the beach.	Yes
Will you be bringing a grill? (Not allowed on grass, propane only)	No
Will you be having portable restrooms?	Yes
Will you be selling food, beverages, goods or wares?	Yes
Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited)	No
Will you be using display advertising?	Yes
Will you be using temporary electrical resources?	Yes
Will you have a catering tent? (Gallaher Mansion site only)	No
Will you have over 200 guests- if so police officer will be required.	Yes
Will you need the Showmobile? (Calf Pasture only)	No
Will you solicit contributions at your event?	Yes

What is the setup time? 8:00AM

What type of event? Street Fair

What will you be bringing onto the site? (No helium balloons, confetti or drones allowed on City property)

Will the group be going into the water? (Beach permits only) No

Will the public be invited to the event? Yes

Will there be music? No amplified music at the beach. Yes

Will you be bringing a grill? (Not allowed on grass, propane only) No

Will you be having portable restrooms? Yes

Will you be selling food, beverages, goods or wares? Yes

Will you be using any inflatables? (Bounce houses, climb on and slides strictly prohibited) No

Will you be using display advertising? Yes

Will you be using temporary electrical resources? Yes

Will you have a catering tent? (Gallaher Mansion site only) No

Will you have over 200 guests- if so police officer will be required. Yes

Will you need the Showmobile? (Calf Pasture only) No

Will you solicit contributions at your event? Yes

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Facility- Facility Rental Event Application Form	Oct 26, 2024	Anna Breault	Waiver Signed by: Anna Breault on Mar 19, 2024

City of Norwalk Recreation & Parks Department Facility Rental Event Application Form

This Contract is further subject to the following covenants and agreements:

- 1.Renter is responsible to ensure that no accumulation of debris or waste or unsafe or hazardous condition is allowed on the premises; that the premises are at all times kept in a safe and clean condition; and that no damage to or destruction of property or the premises itself and its surrounding grounds, roadways and driveways occurs.
 - 2.Dogs are strictly prohibited at all beaches, school grounds and parks except Taylor Farm and parts of Cranbury Park. This rule applies to all beaches at all times. Violation of this rule will result in issuance of a \$100 fine.
 - 3.The City of Norwalk is not responsible for damage to or loss of Renter's property or that of Renter's licensees, invitees, agents and guests. Renter assumes all risks of damage and loss of its personal property. 4.The Renter may bring the following in or onto the Premises: *Any tent (structure) 10 X 10 Feet or larger, including but not limited to; additional electrical lighting equipment, which requires a separate permit from the Code Enforcement Department. It is the Renter's responsibility to obtain this permit from Code Enforcement, Room 121 at Norwalk City Hall *Dunking tanks and other forms of entertainment rentals must be preapproved prior to presenting to the Recreation & Parks subcommittee meeting. At no time will bounce houses be allowed on any city owned properties. Use of such rentals without approval may jeopardize future rental for the person/persons. Any and all rentals, machines, novelties will require a separate Insurance Certificate, which must be obtained prior to the event *No other furniture, structures; machinery or other equipment shall be brought in or onto the premises without the prior written approval of the City of Norwalk, by the Director of Recreation and Parks *Open fires are strictly prohibited from all our indoor facilities, tented areas, under pavilions, or on the Great Lawn in Cranbury Park. Items include candles, sparklers, tiki torches, fire pits, etc. Open wood burning grills are prohibited from being used at any City owned property, unless a separate permit is obtained from the Fire Marshall. Propane grills are allowed however they may not exceed 60" in length*Recreation & Parks strictly prohibits the use of personal or commercial drones at any of the City of Norwalk's properties where private events are taking place. If such usage is reported, appropriate action will be taken immediately and violators will risk disqualification from all future rentals 5. HOLD HARMLESS: Additionally, Renter agrees to indemnify, defend and save harmless the City of Norwalk, its employees, agents and officials, from and against any and all claims, demands, suits proceedings, liabilities, judgments, financial losses, costs or damages, including attorneys' fees and court costs, on account of bodily injury or death, damage or destruction to property or other financial losses, costs and expenses, of any nature and to any extent which may arise out of or be related in any way to the actions or omissions of the Renter, his or her employees, agents, servants, guests, invitees, or licensees, in connection with Renter's use of the Premises hereunder whether arising directly or indirectly there from. The provisions of this section shall survive the expiration or early termination of this Agreement and shall not be limited in any way by reason of any insurance coverage.
 - 6.Renter hereby releases the City of Norwalk, its agents, officers and employees from and against any and all claims it may have at any time arising out of the condition of the Premises or any fixtures or installations thereon7.ALL POLICIES OF INSURANCE REQUIRED HEREUNDER IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED HEREIN SHOULD INCLUDE A WAIVER OF SUBROGATION 8.The renter is entitled to use only the Premises described herein, including parking areas, and designated means of ingress to and egress from the Premises on such date and during such hours as stated on application. If additional time is used beyond the contracted hours, the renter will be responsible for any and all costs incurred and will be subtracted from the security deposit 9.The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.10.CANCELLATION POLICY: If an event is cancelled by the Renter less than ninety (90) days prior to the confirmed date, there will be no refund of monies paid. If an event is cancelled more than ninety (90) days prior to the confirmed date, then any money paid to date will be refunded, less the non-refundable deposit- which will be retained by the City. However, if the scheduled date is thereafter booked by another event, then the deposit may, at the discretion of the City, be refunded The total fee for your use of the Premises are based upon rates pre-determined by the Recreation and Parks Committee. Facility application must be presented with a \$100 non-refundable deposit to confirm the date. Fees are payable by checks made out to Norwalk Recreation and Parks Department (please include phone number and driver's license number on check for processing purposes) or credit/debit card (NO American Express) Deposit is required at time of reservation to hold the date; the insurance, security deposit and balance of facility rental are due 45 days prior to the event date
- MAIL TO: NORWALK RECREATION AND PARKS DEPARTMENT NORWALK CITY HALL ATTN: REBECCA KOVACS125 EAST AVENUE NORWALK, CT 06851 PHONE: 203-854-7806 FAX: 203-854-7869



X: _____

X: _____

Date: _____

Date: _____

City of Norwalk Online

Mailing Address: 125 East Ave., Norwalk, CT

06851

Phone Number: (203) 854-7806

Email Address: recregistrationsupport@norwalkct.gov

Anna Breault

Customer ID: 1255

Work Phone Number: (203) 854-7336

Home Phone Number: (203) 854-7336

Email Address: abreault@norwalkct.gov

2. Authorize the Mayor, Harry W. Rilling, to approve the use of Calf Pasture Beach and immediate surrounding grounds by Alzheimer's Association for their Walk to End Alzheimer's to be held on Sunday, October 27th, 2024 from 7:00 A.M. to 1:00 P.M. Set-up time by 6:00 A.M. Saturday with tear-down by Sunday 1:30 P.M. Approximately 2,500 people.

AGENDA**CLAIMS COMMITTEE MEETING****SEPT 12TH 2024****REFUNDS PROCESSED CLAIMS COMMITTEE****APPROVED BY TAX COLLECTOR****PAY TO: BILL No & AMOUNT REFUNDED REASON****MOTOR VEHICLE**

ACAR LEASING LTD	22-MV-300386 \$361.09	PRORATION
ACAR LEASING LTD	23-MV-SEE ATTACHED \$1,053.95	PRORATION
ADDISON SHAMAJAH M	22-MV-300844 \$207.06+\$40.01 INT	PRORATION
AITORO MARY A	23-MV-301224 \$93.87	PRORATION
BENSON JASON C	21-MV-305505 \$355.09	SENT TO STAMFORD
	22-MV-305675 \$359.91	SENT TO STAMFORD
BERGIN JOHN F	23-MV-305844 \$15.10	PRORATION
BIEWEN NANCY G	23-MV-306216 \$29.86	PRORATION
BLUM JEREMY R	23-MV-306574 \$210.17	PRORATION
BUSWELL C O	22-MV-308455 \$36.80	ABATEMENT VET EXEMPT
CCAP AUTO LEASING	22-MV-311227 \$787.51	ABATEMENT
	22-MV-311350 \$669.66	ABATEMENT
CCAP AUTO LEASING	22-MV-402142 \$845.15	PRORATION
	22-MV-311380 \$774.95	PRORATION
CCAP AUTO LEASING	23-MV-SEE ATTACHED \$634.48	PRORATION
DAUSER ACHIM M	23-MV-316473 \$92.81	PRORATION
DEMENT GAIL A	23-MV-317545 \$33.24	PRORATION
DILAURO ANTHONY F 3 RD & CARRIE	22-MV-318378 \$142.13	PRORATION
ERMARK ROBERT C JR	22-MV-321229 \$22.71	ASMT ADJ QDS
G&C MARINE SERVICES	22-MV-324728 \$ 12.64	ASMT ADJ QDS
GILMORE THOMAS C	23-MV-326928 \$268.51	PRORATION
GONZALEZ-MANDUJANO MARIA	23-MV-327865 \$34.24	PRORATION

HANSEN MICHAEL C	23-MV-329855 \$60.96	PRORATION
HARDING WILLIAM J JR	22-MV-329515 \$26.08	ASMT ADJ QDS
HEITSMITH WILLIAM D	22-MV-330083 \$16.64	ASMT ADJ QDS
HONDA LEASE	22-MV-331590 \$537.41	PRORATION
	22-MV-332123 \$415.88	PRORATION
HONDA LEASE	22-MV-332085 \$281.51	PRORATION
HYUNDAI LEASE TITLING TRUST	23-MV-SEE ATTACHED \$1,487.48	PRORATION
HYUNDAI LEASE TITLING TRUST	22-MV-333243 \$231.68	PRORTN/ABMT
	23-MV-333166 \$478.79	PRORTN/ABMT
IRWIN MARTIN A	23-MV-334079 \$67.85	PRORATION
ISAACS JOHN S	22-MV-333774 \$146.88	ABATEMENT
JAYAKAR HARSHAD R	23-MV-334682 \$29.80	PRORATION
JOHNSON-CHENGZHASSERIL G	23-MV-335374 \$37.33	PRORATION
JP MORGAN CHASE BANK	22-MV-406785 \$155.17	PRORATION
JP MORGAN CHASE BANK	23-MV-SEE ATTACHED \$1,401.83	PRORATION
JP MORGAN CHASE BANK	22/23-MV-SEE ATTACHED \$5,821.28	PRORATION
JUAREZ-CHAVEZ EDILBERTO	23-MV-336443 \$58.92	PRORATION
KRASNIAK KATARZYNA	22-MV-337993 \$12.16	ASMT ADJ QDS
KYRIAKIDES DEMETRIOS	21-MV-337476 \$654.22+\$29.44 INT	ABATEMENT
	22-MV-338402 \$592.37	ABATEMENT
LANCASTER CHRISTOPHER J	21-MV-337849 \$118.91	ABATEMENT
	22-MV-338779 \$127.96	ABATEMENT
LOMBARDI MARIA A	23-MV-341010 \$53.07	PRORATION
LUBO USA LLC	22-MV-341349 \$87.98	ASMT ADJ QDS
MALVISI JOHN P	23-MV-342944 \$73.85	PRORATION
MARIN-TORRES ISRAEL	22-MV-342986 \$58.08	ASMT ADJ QDS
MASTRIANNI MELISSA	22-MV-343816 \$43.08	PRORATION
MERILUS MAXO	23-MV-346161 \$123.35	PRORATION
M.J. DIFABIO PROPERTY MAIN	22-MV-341828 \$19.68	ASMT ADJ QDS

MORABITO CATHLEEN	23-MV-347846 \$34.48	PRORATION
MORRISON MARK D	22-MV-347704 \$123.39	PRORATION
MOUGHTY LAURA L	23-MV-348507 \$67.77	PRORATION
NELSON CARMELO	23-MV-349757 \$23.60	PRORATION
NISSAN MOTOR ACCEPTANCE	22-MV-349995 \$520.38	ABATEMENT
PETERKIN JESSE R	23-MV-354762 \$29.93	PRORATION
PIRONTA GARY F	23-MV-355456 \$78.55	PRORATION
PORSCHE LEASING LTD	22-MV-355018 \$857.34	ABTMNT/SOLD
PORTANOVA ANDREA M	21-MV-411105 \$18.16	PRORATION
RENT-ALLS UNLIMITED CORP	22-MV-SEE ATTACHED \$103.12	ASMT ADJ QDS
RIORDAN KENNETH J & TINA	22-MV-357559 \$11.06	PRORATION
	23-MV-358483 \$116.37	PRORATION
ROPER MALIK T & VONZINO NELLA	23-MV-360020 \$159.70	ABATEMENT
SANKAR PAUL R	23-MV-361804 \$57.52	PRORATION
SHEA HEATHER L	23-MV-363554 \$75.51	PRORATION
SHELDON CHRIS RYAN	22-MV-362563 \$429.22	ABATEMENT
SIGMUND RICHARD LEE	22-MV-362893 \$41.37	PRORATION
SIKES CLARENCE & SIKES PAUL M	23-MV-363994 \$49.57	PRORATION
SILVA CARLOS M	22-MV-363032 \$35.40	ASMT ADJ QDS
SKIPS ICE CREAM CO LLC	22-MV-363442 \$313.59	ASMT ADJ QDS
SUASNAVAS FANNY P	23-MV-366431 \$37.62	PRORATION
THAQI BEKIM	22-MV-366674 \$32.92	ASMT ADJ QDS
	22-MV-366675 \$57.59	ASMT ADJ QDS
THEOKLITOS NICHOLAS	21-MV-364818 \$16.48	PRORATION
TITUS LEASING CO	22-MV-367218 \$59.56+\$8.04 INT	PRORATION
TOROK JAMES J	22-MV-367537 \$17.26	ASMT ADJ QDS
TORRES CLAUDIA N	23-MV-368767 \$51.49	PRORATION
TOUSSAINT KENDALL R	22-MV-367784 \$28.38	ASMT ADJ QDS
TOYOTA LEASE TRUST	23-MV-SEE ATTCHED \$2,437.79	PRORATION

TURAN FEYZA	23-MV-370431 \$513.91	PRORATION
UNDERWOOD CARY S	22-MV-369575 \$10.14	ASMT ADJ QDS
VALENTINE CARY R	23-MV-371380 \$67.36	PRORATION
VALLE SEPTEMBER N	23-MV-371484 \$46.58	PRORATION
Vault TRUST	23-MV-372024 \$291.56	PRORATION
	23-MV-372098 \$134.77	PRORATION
VEGA WILLIAM	23-MV-372514 \$28.31	PRORATION
VILLANUEVA JOSE A	22-MV-372071 \$22.33	ASMT ADJ QDS
WHITEHEAD ERNEST BRUCE & MARY	22-MV-373880 \$719.26	ABATEMENT
WILLIAMS JASMINE L	22-MV-374145 \$37.47+\$6.74 INT	PRORATION
ZHANGALLIMBAY-QUITO JUAN	23-MV-376739 \$27.98	PRORATION

REAL ESTATE

CATUGNO STEPHEN J		
12 DONOHUE DRIVE		
5-22B-116-0	23-RE-104830 \$3,838.54	OVERPAYMENT

CORELOGIC TAX SERVICE		
245 SUNRISE HILL RD Q129		
5-21-64-Q129	23-RE-109574 \$3,250.18	PAID IN ERROR

FIRST COUNTY BANK TRUSTEE, ANNE E VAN HARLINGEN		
46 PROSPECT ST UNIT 46/2K & 46G/1	22-RE-127122 \$1,468.27	
1-18-13-46/2K & 46G/1	22-RE-127123 \$55.75	OVERPAYMENT

MARR VIRGINIA A

26 JUNE AVENUE

5-56-181-0

22-RE-116792 \$2,624.79

OVERPAYMENT

SANDERSON ELDRIDGE R

41 OSBORNE AVENUE

3-35-12-0

22-RE-123266 \$150.50

APPLIED VETS EXEMPTION

VINEYARD ANDREW R & TERI W

108 ½ HIGHLAND AVE

6-19B-13-0

22-RE-127522 \$537.56

REFUND OF INTEREST

WENS DANICA

310 ROWAYTON AVE

6-28-7-0

21-RE-128635 \$382.00

22-RE-128062 \$396.00

REMOVE SEWER FEE PER WPCA

PERSONAL PROPERTY

LOS LUCEROS FAMILY GROCERY

22-PP-201738 \$307.02

PRORATION

Requity Report Bill# Unique_id Dist	NORWALK TAX COLLECTOR Name Address City/State/Zip	Interest Date : 07/22/2024 Prop Loc/Veh. Info./Plan-Sew MBL/LINK # Flags	Page : 1 Tax Due Int Due Due Now Discount
---	---	---	---

2023-03-0300420-00	ACAR LEASING LTD	AZ65188/KI79MUSL2MB048715/2021/CHEVR/TRAILBLA	612.52	-510.24	-510.24
300420	4001 EMBARCADERO DR	LINK # 2023-MV-0046056	-510.24	0.00	-510.24
M052	ARLINGTON TX 76014-4106	Back Taxes/Bank - M052/DMV CIVLS: 100354-6092362-Y	612.52	0.00	0.00

2023-03-0300459-00	ACAR LEASING LTD	BB67792/1GYKNDRSS5MZ178228/2021/CADIL/XT5 PREM	829.35	-207.32	-207.32
300459	4001 EMBARCADERO DR	LINK # 2023-MV-0046060	-207.32	0.00	-207.32
M052	ARLINGTON TX 76014-4106	Back Taxes/Bank - M052/DMV CIVLS: 100354-6190420-Y	829.35	0.00	0.00

2023-03-0300589-00	ACAR LEASING LTD	C029222/1GCUYEDDMZ192251/2021/CHEVR/SILVERAD	1,010.16	-336.39	-336.39
300589	4001 EMBARCADERO DR	LINK # 2023-MV-0046073	-336.39	0.00	-336.39
M052	ARLINGTON TX 76014-4106	Back Taxes/Bank - M052/DMV CIVLS: 100354-6152895-Y	1,010.16	0.00	0.00

# Of Acct (s) : 3	2,452.03	-1,053.95	-1,053.95
	-1,053.95	0.00	-1,053.95
	2,452.03	0.00	0.00

Ref Paid
 Enclosed
 7/23/24

2023-03-0311366-00	CCAP AUTO LEASE LTD	AY87858/1C4RJF867MC587187/2021/JEEP/GRAND CH	749.83	-125.23	-125.23
311366	1601 ELM ST	LINK # 2023-MV-0046121	-125.23	0.00	-125.23
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6101471-X	749.83	0.00	0.00

2023-03-0311392-00	CCAP AUTO LEASE LTD	BA23179/1C4HJXNDNMW554155/2021/JEEP/WRANGLER	861.81	-215.43	-215.43
311392	1601 ELM ST	LINK # 2023-MV-0046124	-215.43	0.00	-215.43
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6047722-X	861.81	0.00	0.00

2023-03-0311393-00	CCAP AUTO LEASE LTD	BA23208/1C4HJXNDNMW614891/2021/JEEP/WRANGLER	861.81	-143.92	-143.92
311393	1601 ELM ST	LINK # 2023-MV-0046124	-143.92	0.00	-143.92
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-6054716-X	861.81	0.00	0.00

2023-03-0311649-00	CCAP AUTO LEASE LTD	BL63025/1C4RJHAG2PC625541/2023/JEEP/GRAND CH	897.52	-149.90	-149.90
311649	1601 ELM ST	LINK # 2023-MV-0046150	-149.90	0.00	-149.90
M006	DALLAS TX 75201	Back Taxes/Bank - M006/DMV CIVLS: 140270-7090706-X	897.52	0.00	0.00

# OF Acct (s) : 4	3,370.97	-634.48	-634.48
	-634.48	0.00	-634.48
	3,370.97	0.00	0.00

let Reg
form to
emailed to
Rever Tex
7/23/24

Inquiry Report

NORWALK TAX COLLECTOR

Interest Date : 07/22/2024

Page : 1

Bill #
Unique_id
City/State/ZipName
Address
MBL/LINK #
FlagsTOT Inst
TOT Adj
TOT Paid
L/E/Bint DueBalance
Due Now
Discount

2023-03-0333304-00	HYUNDAI LEASE TITLING TRUST	BB51591/KNDJ23A08M771272/2021/KIA/SOUL LX	414.19	-172.72	-172.72
333304	3161 MICHELSON DR STE 1900	LINK # 2023-MV-0046376	-172.72	0.00	-172.72
M042	IRVINE CA 92612-4418	Bank - M042/DWV CIVLS: 5880163-6197892-X	414.19	0.00	0.00

2023-03-0333309-00	HYUNDAI LEASE TITLING TRUST	BB52641/KM8R3DHE0M0255117/2021/HYUNDAI/PALISADE	852.08	-496.77	-496.77
333309	3161 MICHELSON DR STE 1900	LINK # 2023-MV-0046376	-496.77	0.00	-496.77
M042	IRVINE CA 92612-4418	Bank - M042/DWV CIVLS: 5880163-6164606-X	852.08	0.00	0.00

2023-03-0333322-00	HYUNDAI LEASE TITLING TRUST	BB82429/KM8J3CAL6M0402105/2021/HYUNDAI/TUCSON L	577.14	-336.48	-336.48
333322	3161 MICHELSON DR STE 1900	LINK # 2023-MV-0046378	-336.48	0.00	-336.48
M042	IRVINE CA 92612-4418	Bank - M042/DWV CIVLS: 5880163-6220229-X	577.14	0.00	0.00

2023-03-0333412-00	HYUNDAI LEASE TITLING TRUST	BE05976/KM8JECAL3M023718/2022/HYUNDAI/TUCSON L	481.51	-481.51	-481.51
333412	3161 MICHELSON DR STE 1900	LINK # 2023-MV-0046387	-481.51	0.00	-481.51
M042	IRVINE CA 92612-4418	Bank - M042/DWV CIVLS: 5880163-6394854-X	481.51	0.00	0.00

# Of Acct (s) : 4	2,324.92	-1,487.48	-1,487.48
	-1,487.48	0.00	-1,487.48
	2,324.92	0.00	0.00

JUL 22 2024

Inquiry Report

NORWALK TAX COLLECTOR

Interest Date : 07/23/2024

Page : 1

Bill#	Name	Prop Loc/Veh. Info./Plan-Sew	TOT Inst	Tax Due	Balance
Unique_id	Address	MBL/LINK #	TOT Adj	Int Due	Due Now
Dist	City/State/Zip	Flags	TOT Paid	L/F/Bint Due	Discount

2023-03-0335932-00	JP MORGAN CHASE BANK NA	AT14830/4S4BTGNDON3110651/2022/SUBAR/OUTBACK	865.06	-216.25	-216.25
335932	PO BOX 901098	LINK # 2023-MV-0046430	-216.25	0.00	-216.25
M044	FORT WORTH TX 76101-2098	Bank - M044/DWV CIVLS: 140211-6363472-Y	865.06	0.00	0.00
2023-03-0335933-00	JP MORGAN CHASE BANK NA	AT14831/JF2GTHSC9MH354880/2021/SUBAR/CROSTRE	621.61	-207.00	-207.00
335933	PO BOX 901098	LINK # 2023-MV-0046430	-207.00	0.00	-207.00
M044	FORT WORTH TX 76101-2098	Bank - M044/DWV CIVLS: 140211-6349413-Y	621.61	0.00	0.00
2023-03-0336045-00	JP MORGAN CHASE BANK NA	AZ18427/4S4BTANC9L3261666/2020/SUBAR/OUTBACK	657.32	-657.32	-657.32
336045	PO BOX 901098	LINK # 2023-MV-0046442	-657.32	0.00	-657.32
M044	FORT WORTH TX 76101-2098	Bank - M044/DWV CIVLS: 140211-5975399-Y	657.32	0.00	0.00
2023-03-0336156-00	JP MORGAN CHASE BANK NA	BC47461/JF2SKAJC9MH531782/2021/SUBAR/FORESTER	608.95	-152.24	-152.24
336156	PO BOX 901098	LINK # 2023-MV-0046453	-152.24	0.00	-152.24
M044	FORT WORTH TX 76101-2098	Bank - M044/DWV CIVLS: 140211-6288731-Y	608.95	0.00	0.00
2023-03-0336278-00	JP MORGAN CHASE BANK NA	BJ44293/JF1VBAB61N8022434/2022/SUBAR/WRX	676.14	-169.02	-169.02
336278	PO BOX 901098	LINK # 2023-MV-0046465	-169.02	0.00	-169.02
M044	FORT WORTH TX 76101-2098	Bank - M044/DWV CIVLS: 140211-6923092-Y	676.14	0.00	0.00

Of Acct (s) : 5

3,429.08	-1,401.83	-1,401.83
-1,401.83	0.00	-1,401.83
3,429.08	0.00	0.00

*Ref Refd
Summed
7/23/24*

Inquiry Report
Bill #
Unique_id
Disc

NORMALK TAX COLLECTOR
Name
Address
City/State/Zip

Interest Date : 08/13/2024
Prop Loc/Veh Info./Plan-Sew
MBL/LINK #
Flags

Page : 1
TOT Inst
TOT Adj
TOT Paid
TOT Due
Int Due
L/F/Balr Due
Balance
Due Now
Discount

2022-03-0335999-00	JP MORGAN CHASE BANK NA 700 KANSAS LN LA4 4041 MORROE LA 71203	AR75129/JF2GTMC5K8267379/2019/SUBAR/CROSSSTRE	585.97	-585.97	-585.97	-585.97	0.00	-585.97	0.00
335999 M059		Bank - M059/DWV CIVLS: 140211-5251515-DW	585.97						
2023-03-0335763-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	343YLR/SALCKJ2EX01A623308/2020/JAGDA/E-PAGE P LINK # 2023-MV-0046413 Bank - M044/DWV CIVLS: 140211-5564317-Y	715.74	-596.22	-596.22	-596.22	0.00	-596.22	0.00
335763 M044			715.74						
2023-03-0335826-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	AK01607/ZAMS6YKJ0AL337471/2019/MASSEN/ODAFITROE LINK # 2023-MV-0046420 Bank - M044/DWV CIVLS: 140211-5846413-Y	1,320.15	-1,099.68	-1,099.68	-1,099.68	0.00	-1,099.68	0.00
335826 M044			1,320.15						
2023-03-0335905-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	AR75129/JF2GTMC5K8267379/2019/SUBAR/CROSSSTRE LINK # 2023-MV-0046428 Bank - M044/DWV CIVLS: 140211-5261515-Y	545.33	-545.33	-545.33	-545.33	0.00	-545.33	0.00
335905 M044			545.33						
2023-03-0335967-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	AU87568/4S4BTANCXN3124299/2022/SUBAR/OUTBACK LINK # 2023-MV-0046434 Bank - M044/DWV CIVLS: 140211-6385340-Y	820.26	-30.67	-30.67	-30.67	0.00	-30.67	0.00
335967 M044			820.26						
2023-03-03356023-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	AX39253/JMKXFBCKML1732661/2020/MARDA/CX-5 TOU LINK # 2023-MV-0046439 Bank - M044/DWV CIVLS: 140211-5736688-Y	537.86	-537.86	-537.86	-537.86	0.00	-537.86	0.00
336023 M044			537.86						
2023-03-03356066-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	BA04337/4S3BRWAD63M3002665/2021/SUBAR/LEGACY P LINK # 2023-MV-0046444 Bank - M044/DWV CIVLS: 140211-6026389-Y	551.17	-505.43	-505.43	-505.43	0.00	-505.43	0.00
336066 M044			551.17						
2023-03-03356078-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	BA12603/JF2SKAGCXNH419945/2022/SUBAR/FORESTER LINK # 2023-MV-0046445 Bank - M044/DWV CIVLS: 140211-6547910-Y	706.01	-117.90	-117.90	-117.90	0.00	-117.90	0.00
336078 M044			706.01						
2023-03-03356103-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	BA93356/4S4BTAFCTM3147875/2021/SUBAR/OUTBACK LINK # 2023-MV-0046447 Bank - M044/DWV CIVLS: 140211-6099924-Y	668.68	-222.68	-222.68	-222.68	0.00	-222.68	0.00
336103 M044			668.68						
2023-03-03356104-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	BA93363/4S3BRWAD63M3002125/2021/SUBAR/LEGACY LINK # 2023-MV-0046447 Bank - M044/DWV CIVLS: 140211-6069127-Y	510.27	-425.06	-425.06	-425.06	0.00	-425.06	0.00
336104 M044			510.27						
2023-03-03356121-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	BB17122/SALCKJ2EX7LH843800/2020/LAND/DISCOVER LINK # 2023-MV-0046449 Bank - M044/DWV CIVLS: 140211-6149070-Y	589.80	-196.42	-196.42	-196.42	0.00	-196.42	0.00
336121 M044			589.80						
2023-03-03356133-00	JP MORGAN CHASE BANK NA PO BOX 901098 FORT WORTH TX 76101-2098	BB58861/JF2GTMC5K8267379/2021/SUBAR/CROSSSTRE LINK # 2023-MV-0046450 Bank - M044/DWV CIVLS: 140211-6161589-Y	658.94	-274.78	-274.78	-274.78	0.00	-274.78	0.00
336133 M044			658.94						
2023-03-03356195-00	JP MORGAN CHASE BANK NA	BE07489/4S4BTANCXN3157996/2022/SUBAR/OUTBACK	820.26	-683.28	-683.28	-683.28		-683.28	

336195
M044

PO BOX 901098
FORT WORTH TX 76101-2098

LINK # 2023-MV-0046457
BANK - M044/DNY CIVLS: 140211-6492746-Y

OF Acct (s) : 13

-683.28	0.00	-683.28
820.26	0.00	0.00
9,030.44	-5,821.28	-5,821.28
-5,821.28	0.00	-5,821.28
9,030.44	0.00	0.00

INQUIRY REPORT

NORWALK TAX COLLECTOR

Bill#	Name	Address	City/State/Zip	Prop Loc/Veh. Info./Plan-Sew	MBL/LINK #	Flags	TOT Inst	TOT Adj	TOT Paid	L/F/Bint Due	Tax Due	Int Due	Balance Due Now	Discount
2022-03-0356960-00	RENT-ALLS UNLIMITED CORPORATION	564 CONNECTICUT AVENUE	NORWALK CT 06854	V33567/41GT61277VB000004/1997/TRL F/6612T	LINK # 2022-MV-0024922	/DMV CIVLS: 3097225-399055-N	67.12	-47.86	-47.86	0.00	-47.86	0.00	-47.86	0.00
356960							67.12	-47.86	-47.86	0.00	-47.86	0.00	-47.86	0.00
M														
2022-03-0356961-00	RENT-ALLS UNLIMITED CORPORATION	564 CONNECTICUT AVENUE	NORWALK CT 06854	V64887/1KX321535V1B1T382/1997/CUSTO/4TCUS	LINK # 2022-MV-0024922	/DMV CIVLS: 3097225-594041-N	67.00	-24.91	-24.91	0.00	-24.91	0.00	-24.91	0.00
356961							-46.01	0.00	-46.01	0.00	-46.01	0.00	-46.01	0.00
M							45.90	0.00	45.90	0.00	45.90	0.00	45.90	0.00
2022-03-0356966-00	RENT-ALLS UNLIMITED CORPORATION	564 CONNECTICUT AVENUE	NORWALK CT 06854	V28653/1E9BE162X/2004/SUPER/BW47162	LINK # 2022-MV-0024922	/DMV CIVLS: 3097225-484653-N	67.12	-30.35	-30.35	0.00	-30.35	0.00	-30.35	0.00
356966							-30.35	0.00	-30.35	0.00	-30.35	0.00	-30.35	0.00
M							67.12	0.00	67.12	0.00	67.12	0.00	67.12	0.00
# OF Acct (s) : 3							201.24	-103.12	-103.12	0.00	-103.12	0.00	-103.12	0.00
							-124.22	0.00	-124.22	0.00	-124.22	0.00	-124.22	0.00
							180.14	0.00	180.14	0.00	180.14	0.00	180.14	0.00

Inquiry Report

NORMAL TAX COLLECTOR

Interest Date : 07/22/2024

Page : 1

Bill#
Unique_id
Dist

Name
Address
City/State/Zip

Prop Loc/Veh. Info./Plan-Sew
MBL/LINK #
Flags

TOR Inst
TOR Adj
TOR Paid
L/E/Bint Due
Tax Due
Int Due
Balance
Due Now
Discount

2023-03-0369227-00	TOYOTA LEASE TRUST	AS27044/JTHK3JBH9N20529229/2022/LEXUS/VX 200	771.90	-192.98	-192.98
369227	3200 WEST RAY ROAD	LINK # 2023-NV-0046591	-192.98	0.00	-192.98
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DNV CIVLS: 139809-669349-X	771.90	0.00	0.00

2023-03-0369343-00	TOYOTA LEASE TRUST	AZ77978/JTHKFA12027213/2020/LEXUS/RX 350 L	929.98	-774.66	-774.66
369343	3200 WEST RAY ROAD	LINK # 2023-NV-0046603	-774.66	0.00	-774.66
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DNV CIVLS: 139809-5989164-X	929.98	0.00	0.00

2023-03-0369364-00	TOYOTA LEASE TRUST	BA34718/JTMP1RFV4MD073048/2021/TOYOT/RAV4 XLE	693.02	-404.03	-404.03
369364	3200 WEST RAY ROAD	LINK # 2023-NV-0046605	-404.03	0.00	-404.03
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DNV CIVLS: 139809-6052595-X	693.02	0.00	0.00

2023-03-0369486-00	TOYOTA LEASE TRUST	BC58814/DN3KFEBC8M0376749/2021/MAZDA/CX-5 TOU	591.42	-394.49	-394.49
369486	3200 WEST RAY ROAD	LINK # 2023-NV-0046617	-394.49	0.00	-394.49
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DNV CIVLS: 139809-6264935-X	591.42	0.00	0.00

2023-03-0369548-00	TOYOTA LEASE TRUST	BD61826/JTHP3JBH6N2052559/2021/LEXUS/VX 250H	820.26	-342.06	-342.06
369548	3200 WEST RAY ROAD	LINK # 2023-NV-0046623	-342.06	0.00	-342.06
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DNV CIVLS: 139809-6413271-X	820.26	0.00	0.00

2023-03-0369923-00	TOYOTA LEASE TRUST	C063302/5THFHSF1KXK831900/2019/TOYOT/TUNDRA C	989.71	-329.57	-329.57
369923	3200 WEST RAY ROAD	LINK # 2023-NV-0046661	-329.57	0.00	-329.57
M087	CHANDLER AZ 85226	Back Taxes/Bank - M087/DNV CIVLS: 139809-5379273-X	989.71	0.00	0.00

# OF Acct (s) : 6	4,796.29	-2,437.79	-2,437.79
	-2,437.79	0.00	-2,437.79
	4,796.29	0.00	0.00



CITY OF NORWALK

Tax Collector's Office

Department of Finance

125 East Avenue Room 105

Norwalk, CT 06851

Phone: 203- 854-7731 (main line)

Fax: 203-854-7770

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance and Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: September 12, 2024
Re: Tax Collector's Narrative for August 2024 End of Month **reports** (plural)

Please note that there are two end of month spreadsheets for August 2024, representing collections through 8/31/2024 on the year that technically ended June 30, 2024, as well as current collections on the year that technically began July 1, 2024, and that ends June 30, 2025.

As of the end of August 2024, for the immediately prior fiscal year that began on 7/1/2023, we collected more than \$375 million against our \$379 million adjusted levy. The cumulative net adjusted levy remained significantly reduced from the original budgeted levy by more than \$4.1 million, primarily due to credits resulting from stipulated judgments in property tax appeal cases. Our collection rate for that 14-month period was **98.94%** - just shy of 99%, unfortunately, but still a strong showing. We also collected **99.7%** of our sewer use levy, more than \$18.3 million, and **87.64%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended August 2024 very slightly behind for collection of taxes (-0.09% difference) ahead for sewer use (.62%), and down for the IPP fee (-1.26%). Note that the figures we report on these monthly spreadsheets are **net** of refunds and credits.

Regarding current collections, shown on the other spreadsheet, as of the end of August 2024, two months into our new fiscal year, we collected more than \$196 million against our \$367 million adjusted levy. Note that the net adjusted levy is already significantly reduced from the original budgeted levy by more than \$1.9 million, again, primarily due to credits resulting from stipulated judgments in property tax appeal cases. As of the end of August 2024, our current collection rate was **53.31%**. We also collected **50.13%** of our sewer use levy, more than \$9.5 million, and **65.69%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended August 2024 slightly behind last year for collection of taxes (-0.4%), sewer use (-2.38%), and the IPP fee (-1.32%). We also collected an additional \$2.9 million in past due taxes, interest and fees during the months of July and August 2024, nearly \$3.9 million more than what had been collected in back taxes during the same period last fiscal year. This is due to the activity involved in the tax sale. Remember these figures are net of refunds and credits.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. Through the end of July 2024, in conjunction with their efforts, we have collected more than \$1,092,358 in past due motor vehicle taxes and interest due to the City. This agency's fees are charged in addition to the taxes and interest due to the City, and are paid by the taxpayers who owe the past due bills, so we collect what is due to us in full.

Our tax sale was held on Monday, September 9, 2024. Our targeted collection for this sale was originally \$4.5 million and as of this writing we are scheduled to collect approximately \$6.6 million. We started work on the sale in November 2023. We increased our targeted collection goal, moved the sale forward from July to September 2024, and added numerous properties on which more than \$400,000 in blight fees were owed.

At the beginning of June 2024, there were 130 properties remaining in the sale; at the time of our July report there were 80; at last month's meeting there were 55; and, on the day of the sale, we were left with 7. We predicted that 90 – 95% of the properties originally slated for sale would be paid, and that we would have 15 – 25 properties remaining. We did not predict six owners or parties in interest would file for bankruptcy. We had to adjourn the sale of those six properties. However, out of the original 225 properties, 212 paid in full prior to the day of the sale. This was a very successful enforcement measure.

At this writing, two of the seven bids have been paid. Successful bidders have until Friday, September 13 to perfect their bids and pay. If the successful bidders fail to perfect their bids, the City will contact those bidders who were immediately prior in the line of bidding and offer to them the opportunity to purchase the properties. There were more than 50 registered bidders at the sale, and on some properties nearly 40 bidders were competing to bid. If any successful bidder fails to perfect their bid, they lose their \$5,000 deposit.

We have a website for the tax sale: <https://storymaps.arcgis.com/stories/00d984cac70d4ae49f41a8936c0c638f> This site also can be reached from the tax collector's home page on the city website. This site, and the boards in the City Hall lobby, will remain up for the foreseeable future. We also have post-sale obligations under the statute, including additional mailings and notices to publish in the newspaper.

Owners of the sold properties have six months from the date of the sale to redeem their properties by paying off the bidders. The owners retain all rights to their property for six months from the date of the sale. In order to redeem, they need to pay the original bid amount, which covered all taxes, charges and fees due to the City; plus interest at the rate of 1.5% per month from the date of the sale on the winning bid (purchase price).

For example: one property was being offered for \$21,254 (minimum bid) and sold for \$105,000. We will take the winning bid and put \$21,254 toward all the taxes and charges due. The remaining \$83,746 is put into a separate account. If the owner comes forward to redeem, they do not have to come up with \$105,000; but instead, the original \$21,254; and interest on the \$105,000 bid, at the rate of 1.5% per month from the date of the sale – up to 9% if they wait the full 6 months. The City gives the overbid of \$83,746 (back) to the bidder, as part of the redemption. The interest the property owner is paying, in this case, is \$1,575 per month from the date of the sale. This is the bidder's "reward" for having their money invested in this transaction for up to six months. The bidder either ends up being made whole and receiving interest on their bid, or, they end up owning the property.

If the property is not redeemed, I file a deed at the end of the redemption period, and the bidder becomes the owner at that time. If that occurs, the City then takes the overbid on the property and delivers it to the Superior Court for distribution. The City does not make a "profit" on tax sale property, regardless of what it sells for.

The primary purpose and intent of the tax sale is to collect past due taxes - not to offer properties for sale or to redistribute property ownership. The 2024 tax sale was our 10th sale since 2003. We have collected a cumulative total of more than \$49 million on properties directly included in tax sales; this does not include ancillary collections on properties not included in the sales that were nonetheless brought current due to publicity surrounding the sale initiatives. More effective tax collections and higher current and back collection rates allow policy makers to set lower mill rates, as they will require a smaller allowance for uncollectible taxes. Conversely, lower tax collection rates require higher mill rates, as not everybody pays on time, and the funds nonetheless are being allocated for spending, so the on-time taxpayers make up the difference. Lower mill rates allow for more stable budgeting, contribute to higher bond ratings, and serve as de facto tax relief for every taxpayer.

I depend upon, and acknowledge with gratitude, the support of policy makers and of the Administration as my division and I pursue these enforcement measures. I will continue to keep all stakeholders advised of our progress.

**TAX COLLECTOR'S REPORT
AUGUST 2024**

FISCAL YEAR 2024-2025 (2023 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 24 - AUG 24	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$30,485,520.62	\$23,998,514.58	78.72%	\$30,239,860.21	(\$245,660.41)	79.36%
PERSONAL PROPERTY	\$24,660,647.62	\$12,831,015.26	52.03%	\$24,550,883.24	(\$109,764.38)	52.26%
REAL ESTATE	\$314,512,159.95	\$159,209,113.24	50.62%	\$312,934,029.50	(\$1,578,130.45)	50.88%
TOTAL TAX	\$369,658,328.19	\$196,038,643.08	53.03%	\$367,724,772.95	(\$1,933,555.24)	53.31%
SEWER USE	\$19,044,215.00	\$9,527,134.65	50.03%	\$19,004,449.00	(\$39,766.00)	50.13%
IPP FEE	\$167,750.00	\$129,735.00	77.34%	\$197,500.00	\$29,750.00	65.69%

FISCAL YEAR 2023-2024 (2022 GRAND LIST)	ORIGINAL LEVY	JUN 23 - AUG 23				
AUTOMOBILE-REGULAR	\$30,725,059.50	\$22,429,449.04	73.00%	\$30,198,707.33	(\$526,352.17)	74.27%
PERSONAL PROPERTY	\$22,422,652.30	\$12,114,332.01	54.03%	\$22,341,897.07	(\$80,755.23)	54.22%
REAL ESTATE	\$325,927,765.40	\$167,570,120.02	51.41%	\$323,762,253.00	(\$2,165,512.40)	51.76%
TOTAL TAX	\$379,075,477.20	\$202,113,901.07	53.32%	\$376,302,857.40	(\$2,772,619.80)	53.71%
SEWER USE	\$18,240,059.00	\$9,687,058.88	53.11%	\$18,447,941.06	\$207,882.06	52.51%
IPP FEE	\$199,250.00	\$134,517.11	67.51%	\$200,750.00	\$1,500.00	67.01%

TAX DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)	(\$9,417,149.01)	(\$6,075,257.99)	-0.29%	(\$8,578,084.45)	\$839,064.56	-0.40%
---	------------------	------------------	--------	------------------	--------------	--------

SEWER DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)	\$804,156.00	(\$159,924.23)	-3.08%	\$556,507.94	(\$247,648.06)	-2.38%
---	--------------	----------------	--------	--------------	----------------	--------

IPP DIFFERENCE 2023 G.L. vs. 2022 G.L. INCREASE/(DECREASE)	(\$31,500.00)	(\$4,782.11)	9.83%	(\$3,250.00)	\$28,250.00	-1.32%
---	---------------	--------------	-------	--------------	-------------	--------

BACK TAXES COLLECTED	FISCAL YR 2024-2025 (JUL 24 - AUG 24)	FISCAL YR 2023-2024 (JUL 23 - AUG 23)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	\$2,000,486.58	(\$1,469,124.48)	\$3,469,611.06
PRIOR SEWER USE FEE	\$143,733.73	\$57,331.08	\$86,402.65
PRIOR IPP FEE	<u>\$2,001.82</u>	<u>\$757.50</u>	<u>\$1,244.32</u>
TOTAL PRIOR TAX, SEWER & IPP	\$2,146,222.13	(\$1,411,035.90)	\$3,557,258.03
CURRENT INTEREST	\$116,082.22	\$95,153.44	\$20,928.78
PRIOR INTEREST	\$462,088.44	\$309,681.04	\$152,407.40
SEWER USE FEE INTEREST	\$35,234.20	\$14,055.74	\$21,178.46
IPP FEE INTEREST	<u>\$555.27</u>	<u>\$361.01</u>	<u>\$194.26</u>
TOTAL INTEREST COLLECTED	\$613,960.13	\$419,251.23	\$194,708.90
PRIOR LIEN FEE	\$8,673.43	\$3,622.79	\$5,050.64
CURRENT LIEN FEE	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTAL LIEN FEE COLLECTED	\$8,673.43	\$3,622.79	\$5,050.64
MISC FEES COLLECTED	\$137,394.92	\$17,729.29	\$119,665.63
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$2,906,250.61	(\$970,432.59)	\$3,876,683.20

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

ADT'L 60-DAY COLLECTION

TAX COLLECTOR'S REPORT
AUGUST 2024

FISCAL YEAR 2023-2024 (2022 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 23 - AUG 24		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$30,725,059.50	\$27,481,907.96		89.44%	\$29,426,749.63	(\$1,298,309.87)	93.39%
AUTOMOBILE-SUPPLEMENTAL	\$4,210,689.03	\$3,746,068.63		88.97%	\$4,198,565.17	(\$12,123.86)	89.22%
PERSONAL PROPERTY	\$22,422,652.30	\$21,543,257.12		96.08%	\$22,241,639.36	(\$181,012.94)	96.86%
REAL ESTATE	\$325,927,765.40	\$322,229,534.32		98.87%	\$323,161,299.93	(\$2,766,465.47)	99.71%
TOTAL TAX	\$383,286,166.23	\$375,000,768.03		97.84%	\$379,028,254.09	(\$4,257,912.14)	98.94%
SEWER USE	\$18,240,059.00	\$18,362,694.18		100.67%	\$18,417,123.00	\$177,064.00	99.70%
IPP FEE	\$199,250.00	\$174,181.71		87.42%	\$198,749.84	(\$500.16)	87.64%
FISCAL YEAR 2022-2023 (2021 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 22 - AUG 23		COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
	ORIGINAL LEVY						
AUTOMOBILE-REGULAR	\$27,605,498.25	\$25,479,853.30		92.30%	\$27,140,261.21	(\$465,237.04)	93.88%
AUTOMOBILE-SUPPLEMENTAL	\$4,572,442.02	\$3,695,408.46		80.82%	\$4,393,005.25	(\$179,436.77)	84.12%
PERSONAL PROPERTY	\$26,217,238.98	\$21,287,024.34		81.19%	\$21,670,354.55	(\$4,546,884.43)	98.23%
REAL ESTATE	\$315,360,461.09	\$310,014,644.73		98.30%	\$310,812,147.65	(\$4,548,313.44)	99.74%
TOTAL TAX	\$373,755,640.34	\$360,476,930.83		96.45%	\$364,015,768.66	(\$9,739,871.68)	99.03%
SEWER USE	\$17,981,973.00	\$17,447,917.09		97.03%	\$17,608,319.48	(\$373,653.52)	99.09%
IPP FEE	\$190,750.00	\$168,902.16		88.55%	\$190,000.00	(\$750.00)	88.90%
TAX DIFFERENCE 2022 G.L. vs. 2021 G.L.							
INCREASE/(DECREASE)	\$9,530,525.89	\$14,523,837.20		1.39%	\$15,012,485.43	\$5,481,959.54	-0.09%
SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L.							
INCREASE/(DECREASE)	\$258,086.00	\$914,777.09		3.64%	\$808,803.52	\$550,717.52	0.62%
IPP DIFFERENCE 2022 G.L. vs. 2021 G.L.							
INCREASE/(DECREASE)	\$8,500.00	\$5,279.55		-1.13%	\$8,749.84	\$249.84	-1.26%

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION

TO: Finance & Claim Committee

FROM: Joyce Liu, Director of Information Technology

RE: Proposal for Purchase of Network Distribution and Access Switches

DATE: July 1st, 2024

Dear Finance Committee Members,

The purpose of this memo is to request approval for the purchase of 4 network distribution switches and 30 access switches to upgrade the City of Norwalk's network infrastructure.

The current network infrastructure of the City of Norwalk is outdated and struggles to meet the increasing demand for speed and reliability. This has led to frequent network disruptions, impacting the efficiency of city operations and the quality of services provided to our residents.

To address these issues, we propose the purchase of the following equipment:

- 4 Network Distribution Switches: These switches will enhance the core network, providing improved speed, reliability, and scalability.
- 30 Access Switches: These switches will be deployed across various city departments, improving local network performance and user experience.
- Licenses for above equipment

Here is a list of Benefits after we upgraded our network equipment:

- Improved Network Performance: The new switches will significantly enhance data transfer speeds and reduce latency, ensuring efficient and reliable network operations.
- Scalability: The upgraded infrastructure will be able to handle future growth and increased demand without requiring further immediate upgrades.
- Enhanced Security: Modern switches come with advanced security features that will help protect the city's network from cyber threats.
- Cost Savings: Reduced downtime and increased efficiency will result in long-term cost savings for the city.

The total estimated cost for the purchase and installation of the network distribution and access switches is \$385,223.54. This includes cost of equipment and 3-year licenses.

I would be happy to provide further information and address any questions or concerns you may have during our upcoming finance committee meeting on July 11th, 2024. Thank you for your attention to this matter.



Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

Joyce Liu

Joyce Liu

IT Director

ACTION REQUESTED:

Authorize the purchasing agent to issue a purchase order to GovConnection, Inc, in an amount not to exceed \$385,223.54 for Network Distribution and Access Switches.

Account No. 0925 1370 5777 C0375

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Anthony Forno
Phone: (800) 800-0019 ext. 75004
Fax: 603-683-0827
Email: anthony.forno@connection.com

25640703.04

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 6/28/2024
Valid Through: 7/28/2024
Account #: S01766

Customer Contact: Jeff Odure
Email: joduro@norwalkct.gov

Phone: (203) 854-7854
Fax: (203) 857-0143

QUOTE PROVIDED TO:	SHIP TO:
AB#: 12884 CITY OF NORWALK ACCOUNTS PAYABLE/CITY HAL PO BOX 5125 125 EAST AVE, RM 233 NORWALK, CT 06854 US (203) 854-7712	AB#: 14774888 CITY OF NORWALK Jeff Odure 125 EAST AVE STE 203 NORWALK, CT 06851 US (203) 854-7849

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	405.00 lbs	Net 30	NCPA 01-144

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-144. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	4	35520065	C9500-48Y4C-A	Catalyst 9500 1U RM Network Advantage L3 Managed Switch (1x)2.4GHz CPU / 16GB RAM / 16GB Flash / 48x25GbE Cisco -	Cisco	\$ 15,419.12	\$ 61,676.48
2	4	37061763	CON-SSSNT-C9504 YA4	US Only Smart Net Total Care Solution Support 8x5 Next Business Day Cisco/Service -	Cisco/Service	\$ 1,889.06	\$ 7,556.24
3	4	41165985	CON-SSTCM-C9524 QA	Solution Support SW SUBC9500 DNA ADV Cisco/Service -	Cisco/Service	\$ 572.51	\$ 2,290.04
4	4	34793459	C9500-DNA-A-3Y	Catalyst 9500 DNA Advanced 3-year License Cisco -	Cisco	\$ 7,672.47	\$ 30,689.88
5	4	35524779	C9K-PWR-650WAC-R/2	650W Redundant Power Supply for Catalyst 9500 Cisco -	Cisco	\$ 1,433.96	\$ 5,735.84
6	4	36716887	C9K-F1-SSD-240G	240GB Pluggable Solid State Drive for Catalyst 9500-32C / 32QC / 48Y4C Cisco -	Cisco	\$ 1,909.74	\$ 7,638.96
7	30	38093661	C9200-48PXG-E	Catalyst 9200 48-Port 8xmGig PoE+ Switch w / Network Essentials Cisco -	Cisco	\$ 6,064.94	\$ 181,948.20
8	30	41599503	CON-SSSNT-C9200 XGE	US Only Smart Net Total Care Solution Support 8x5 Next Business Day Cisco/Service -	Cisco/Service	\$ 2,073.04	\$ 62,191.20
9	30	41199422	CON-SSTCM-C92E4 8	SOLN SUPP SW SUBC9200 Cisco DNA Esse Cisco/Service -	Cisco/Service	\$ 168.25	\$ 5,047.50

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Anthony Forno
Phone: (800) 800-0019 ext. 75004
Fax: 603-683-0827
Email: anthony.forno@connection.com

25640703.04

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 6/28/2024
Valid Through: 7/28/2024
Account #: S01766

Customer Contact: Jeff Oduro
Email: joduro@norwalkct.gov

Phone: (203) 854-7854
Fax: (203) 857-0143

QUOTE PROVIDED TO:	SHIP TO:
AB#: 12884 CITY OF NORWALK ACCOUNTS PAYABLE/CITY HAL PO BOX 5125 125 EAST AVE, RM 233 NORWALK, CT 06854 US (203) 854-7712	AB#: 14774888 CITY OF NORWALK Jeff Oduro 125 EAST AVE STE 203 NORWALK, CT 06851 US (203) 854-7849

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	405.00 lbs	Net 30	NCPA 01-144

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-144. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
10	30	36566330	C9200-DNA-E-48-3Y	C9200 DNA Essentials, 48-Port Term License, 3 Years Cisco	Cisco	\$ 681.64	\$ 20,449.20
Subtotal							\$ 385,223.54
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							Exempt!
Total							\$ 385,223.54

Harbormaster Replacement Boat

Project Description:

The City of Norwalk requires a boat for the State appointed Harbormaster to manage and oversee the operation of the Norwalk Harbor, Norwalk Islands and a portion of the Long Island Sound. Earlier this year the 20+ year old Harbormaster boat stopped working and it was discovered the engine was damaged from corrosion and the fiberglass hull was in need of substantial repair. The boat was estimated in value to be approximately \$6k to \$8k. It was determined for health and safety reasons that the City would do a short-term \$8k to \$10k repair, which primarily focused on an engine replacement that could get the boat through the current season.

The City received three estimates for a Harbormaster boat replacement as a long-term solution. Working with the local Harbor Management Commission and the Norwalk Police Department Marine Unit it was determined that the City should procure a 23' PackMan welded aluminum high speed landing craft 2024 production model Munson.

The total cost for the vessel, including boat, motor, trailer and delivery is \$198,149.00. Estimated production time for the vessel is between 12 months and 18 months. The lifespan of the Munson vessel is between 20 to 30 years.

Project Detail:

The Harbormaster will use the boat on a daily basis to manage and oversee operations in the harbor, which for the next five to seven years will highly focus on the Walkbridge Project. The Harbormaster's responsibilities are focused on the health and safety of those who use the harbor and the Norwalk waterways, including but not limited to the overarching management of the harbor including commercial and recreational use such as the oyster boat, rowing team, recreational, and heavy commercial traffic. The Harbormaster's responsibilities also include the management of moorings, including transient moorings where short-term users utilize the harbor on a daily basis. In addition, his/her responsibilities include management of the Norwalk islands, including overnight and day visits.

Due to the high use of the Norwalk waterways and the importance of health and safety related to the waterways, it is imperative that the Harbormaster have access to a reliable vessel.

Project Timeline:

The City anticipates taking the contract to the Economic and Community Development Committee and the Common Council in September 2024. The legal team would then work with the Mayor's Office to execute the contract in late September 2024.

The production of the boat is estimated to take between 12 and 18 months. We will have the contract in place by the end of December 2024 and we will provide the final payment by December 31, 2026 for the vessel.



15806 Preston Place, Burlington WA USA 98233
Phone: 360 707 2752 Fax: 360 757 2442
www.munsonboats.com Jesse@MunsonBoats.com

April 25, 2024
Specification And Quotation
For One
23' PackMan Landing Craft
For
City of Norwalk
Contact: Owen Lee
Phone: 718-809-9776
Email: olee@norwalkct.gov

OVERVIEW: The following describes a 23' PackMan welded aluminum high speed landing craft 2024 production model. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a completed vessel, adhering to the following specifications. Pricing is based on raw material costs at time of quote. Pricing per GSA Contract Number 47QSWA22D006M. An asterisk (*) following a line item indicates a custom item.

GENERAL SPECIFICATIONS:

1. Hull Length: 23 feet
2. Beam: 8.5 feet
3. Transom Deadrise: 16 degrees
4. Person and Cargo Capacity: 2000 lbs
5. Propulsion: Single 250hp Yamaha Four Stroke Outboard Motor
6. Fuel Capacity: 75 gallons
7. Bow Door Clearance: 64 inches
8. Bottom Plating: 1/4 inch 5086-H116
9. Side Plating: 1/4 inch 5052-H32
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK): 3/8" x 4" 6061

HULL PACKAGE:

23' PackMan modified vee hull landing craft incorporating a 64" wide bow door.

Hull shall include two structural bulkheads; the forward collision bulk head shall be watertight, the aft bulkhead shall be limbered for drainage via bilge pump.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.

Six (6) 10" welded aluminum cleats shall be installed. (3 Per Side)

A 3/4" aluminum double padeye shall be welded on centerline of the bow.

1/4" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.

The stern shall incorporate port and starboard corner rigging lockers, framing the motor well. Lockers will house batteries and fuel filter systems, and offer general storage. Both lockers will be outfitted with 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

The hull shall incorporate a 2" pipe gunnel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

A minimum of 15% helium / 85% argon inert shielding gas mix shall be used for all aluminum welding to ensure proper weld penetration and reduce the occurrence of weld porosity.

Welding shall be performed in accordance with American Welding Society Structural Welding Code for Aluminum.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1 1/4" Sch 40 pipe safety railings shall be installed 32" above main deck along port & stbd sides from stern to midship.

Four (4) Open scuppers installed flush with the deck at midship and two (2) large pipe drains in the stern shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

One (1) 1/4" x 4" Beaching wear plate shall be installed on the bow forefoot.

One (1) 26" wide side door shall be installed. Door shall swing inboard and forward in direction, and lock in the closed position.

One (1) Set of tie down rails shall be installed. Tie down rails consist of 1.25" sch 40 pipe installed above the main deck on port and starboard sides with 4" of clearance below the pipe.

Two (2) Diver's Dream Mini 2.25 lb. zinc anodes shall be installed on brackets that are welded to the transom.

BOW DOOR OUTFITTING:

A 64 inch wide drop down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

A 12V Warn VRX-35 winch spooled with 50' of synthetic line shall be installed for opening and closing the bow door.

The winch cable runs through stainless steel cheek pulleys on each side of the door providing equal tension on both sides when opened and closed. Aluminum roller sheaves shall be installed on the gunnel.

The bow door shall be outfitted with two (2) ¾" stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

Switches to operate the bow door shall be installed locally and at the main console.

FUEL SYSTEM:

A 75 gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from ¼" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

One (1) fuel filter/water separator shall be installed complete with shut off valve. Filter to be Racor 320 or equivalent.

Fuel system shall comply with U.S. diurnal emission standards.

12V 140 CFM bilge blower installed in fuel tank compartment.

CONSOLE:

A 52" wide console T-top shall be installed aft on centerline with 60" wide x 120" long roof.

T-top includes four (4) fixed windows with aft leaning windshields, an overhead radio bar, angled aluminum control console, and a flush mounted bolt on console access panel on the forward side of the console for ease of maintenance and future upgrades.

The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1 -1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

The T-top roof shall incorporate 1" pipe roof railings, and vertical grab rails on port and starboard sides.

Two (2) Cup holders shall be installed at the console.

A removable canvas enclosure shall be supplied to protect the pilot station.

Pipe ladder rungs shall be incorporated into the aft t-top supports to provide access to the roof.

Two (2) Bentley Tandem Patriot extra wide captain seats shall be installed at the console on welded aluminum seat boxes. Each seat incorporates a stationary arm, backrest and footrest. Welded aluminum access hatches shall be installed to provide access to the seat box storage compartment. Seat slides shall be installed when applicable to supply 7-1/2" of horizontal adjustment.

HEATING AND AIR CONDITIONING:

A Webasto AT2000 forced air diesel fired cabin heater rated for 7,000 BTU's shall be installed complete with thermostat and outlets for windshield defrost and cabin heat. Fuel to be supplied by a 5 gallon diesel tank.

DAVIT:

A 3" pipe davit rated at 500lbs. working load shall be installed. Davit is 80" high with 42" reach, swivels 360 degrees and is lockable every 90 degrees.

A maximum capacity plaque shall be installed on the davit.

A Warn DC800 lifting hoist shall be installed on the davit. The hoist shall be operated via a local up/down switch and spooled with 50' of 3/16" Amsteel line.

A glass-reinforced nylon open face snatch block rated at 700lbs. deadweight shall be supplied.

TOWING:

A 3" Sch 80 aluminum pipe tow bitt with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bitt shall be sized to accept one round turn and three figure eight's of the towline.

A line parting knife shall be mounted in the vicinity of the tow bit.

STERN GUARDS AND PLATFORMS:

A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motor.

Small welded aluminum swim step with non-skid shall be installed on the port and starboard sides of the transom.

TRIM TABS:

9" x 12" Lenco electric trim tabs shall be installed. Control of trim tabs to be via tactile switch panel with integral LED trim tab position indicator.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

12V DC ACCESSORIES:

One (1) 12V 6 position waterproof distribution panel shall be installed on the console.

A pair of 12V self-parking windshield wipers shall be installed on the forward windshields. Each wiper assembly consists of a fully sealed, marine rated wiper motor fitted with a heavy duty pantographic wiper arm and matching blade.

One (1) 12V air trumpet horn shall be installed with momentary push button on dash.

One (1) 12VDC power receptacle with weather cover shall be installed.

One (1) Raw water wash down pump system shall be installed complete with spigot, 25' hose coil, and nozzle. Storage for the hose coil shall be supplied. Pump is a 5.0 gpm Jabsco "HotShot" or equivalent.

One (1) 12V 2200 GPH bilge pump shall be installed with auto float switch.

LIGHTING:

LED navigation lights shall be installed to USCG requirements.

12V LED red/white dome light shall be installed over the operator.

Two (2) Rigid Industries D-Series Pro 3" LED Flood lights shall be installed on the wheelhouse roof. Each is rated at 3168 lumens of output.

NAVIGATION ELECTRONICS:

A Garmin GPSMAP 8610xsv - 10" touchscreen chartplotter shall be installed. This includes local area maps, external GPS antenna, GT51M-TM transom mounted transducer (or equivalent) and NMEA 2000 network.

The GT51M-TM transducer supports traditional, SideVu and ClearVu sonar.

A Garmin GMR 18" Fantom solid-state radar dome shall be installed. This radar features a 50-watt, 48 nautical mile range with 5.2 degree beam width and variable rotation speed of up to 60rpm.

Solid-state radar provides advanced doppler-effect motion tracking capabilities, better resolution, and improved overall functionality over earlier generation radar systems.

The radar dome shall be mounted on a removable 3" diameter pipe mount.

A Garmin VHF 215 Marine Radio shall be installed complete with Shakespeare antenna and stainless steel adjustable antenna mount.

OUTFITTING AND SAFETY EQUIPMENT:

A carbon monoxide detector shall be mounted in the wheelhouse.

PAINT, GRAPHICS, AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating shall be applied to all main deck walking surfaces. (Color- 223 Gray)

E-Paint anti-fouling bottom paint system with epoxy barrier coat applied to 4" above waterline. (Black as standard)

Top side of hull to remain bare aluminum finish.

Non-reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received)

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

Bow door switch to be mounted on a bow door switch placard.

Secondary bow door switch to be mounted on a bow door switch placard.

PROPULSION:

A single 250 HP Yamaha four-stroke outboard engine (F250USB) with 30" shaft and stainless

steel propeller shall be installed.

Engine includes Digital Electronic Control (DEC) and integrated Digital Electronic Steering (DES).

A two-battery engine start bank shall be installed. Batteries are connected by selector switches, allowing the engine to be started via either battery or with both batteries in parallel.

The main helm station shall be installed with single-engine Digital Electronic Control (DEC) binnacle, CL5 digital touchscreen display, Electronic Key Switch (EKS) kit, and Digital Electronic Steering (DES) fixed helm.

The Electronic Key Switch Kit includes an emergency stop panel with lanyard, two key fobs and Yamaha's Y-COP theft deterrent system.

TRAILER:

Vessel shall include one (1) Tuff Trailer MTB7000SG 7,000lb capacity galvanized tandem axle bunk trailer complete with disc brakes on all axles, 2-5/16" ball receiver, manual strap winch, safety chain, heavy duty jack stand, DOT approved lighting, spare tire with carrier. Bunks to have strap notches to aid in picking the boat.

SEA TRIALS:

Vessel shall undergo testing (Sea Trials) after completion to verify proper function and performance of all systems.

SHIPPING:

Shipping of the completed vessel to Norwalk, CT shall be provided.*

Owner/Buyer to be responsible for any off loading charges.*

DOCUMENTATION & KEYS:

One (1) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Vessel to include two (2) complete key sets. (Doors, Hatches, Ignition)

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

Total For GSA Items: \$201,706.00

GSA Discount (2.5%): \$5,043.00

Adjusted Price: \$196,663.00

Industrial Funding Fee (IFF): \$1,48600

Total Price For GSA Items: \$198,149.00

Total Price For Custom Items: \$7,750.00

TOTAL GSA PRICE, F. O. B NORWALK, CT:___\$205,899.00

For William E. Munson Company,

Jesse Munson, CEO



METAL SHARK

EVOLUTION THROUGH INNOVATION

6814 E Admiral Doyle Dr, Jeanerette, LA 70544, United States
Phone: +1 337-364-0777

PRICE QUOTE

Quote #: LBU8RN
Quoted By: Dean Jones
Date: 5/7/2024
Valid for (days): 365
GSA Contract: GS-07F-0362T

SOLD TO

Owen Lee
Norwalk, CT
Connecticut

SHIP TO

Owen Lee
Norwalk, CT
Connecticut

ITEM DESCRIPTION

QTY

Selected Boat

23 Relentless		1
Aluminum Alloy:	5086	
Beam (Inside Deck):	6' 4"	
Beam (Overall):	8' 6"	
Estimated Operational Draft:	1' 10"	
Fuel Capacity:	135 Gallons	
Full Load Weight:	7000 Lbs	
Height on Trailer (Mast Folded):	11' 7"	
Height on Water (Mast Folded):	8' 3"	
Height on Water (w/ Antennas):	16' 2"	
Length (Hull):	23' 7"	
Length (Inside Deck):	16' 6"	
Length on Trailer:	32' 3"	
Length w/ Engines & Engine Bar:	26' 10"	
Lightship Weight:	5400 Lbs	
Max HP:	400 HP	

Engine Selection

Mercury Single 350 HP Outboard (V10 Verado)		
Engine(s)		1
Engine Rigging and Controls: Digital		1
Key & Kill Switch with Lanyard		1
Engine Instrumentation: Digital		1
Engine Data integration with Navigation Electronics		1
Power Assisted Hydraulic Steering w/ Tilt Helm		1
Propellers: Stainless Steel		1

Propulsion Systems

Fuel Tank: Welded Aluminum, EPA-Compliant, with Vent, Fill, & Fuel/Water Separator (Single Engine)	1
Trim Tabs w/ Indicators	1

Accommodation Options

Full Canvas/Isinglass Enclosure Package with Canvas Zip/Roll Away Cover Feature		
Gray Canvas		1
Seat, Helm - Tier 2: Individual Folding Bolsters on Shock-Mitigating Pedestals, with Backrest, Grab Rail, and Horizontal Gun Storage Top-Access Lockers		
Light Gray - Upholstery		1
Seat, Forward Console with Padded Backrest and Storage Beneath		
Light Gray - Upholstery		1
Folding Radar Arch		1
Center Console (Full-Height) w/ Aluminum T-Top		

T-Top (Aluminum) includes Overhead Radio Pod, Rain Channels, Flag Staff with Storage, and Safety Grab Rails	1
Center Console with Integrated Full-Height 3-Pane Fritted Glass Windshield and Fixed Position Footrest	1
Windshield Wiper with Washer	1
Console Grab Rails	1
Cup Holders, Expanded Size (2) with Drain	1
PORT Helm, Dash Panels: Custom, Powder Coated, with Illuminated Panel Lighting (Dimmable)	1
<u>Coatings, Colors, and Markings</u>	
Blackout Matte Finish Anti-Glare Coating (T-Top Underside [where applicable] and Upper Dash)	1
Bottom Paint (Black)	1
Hull Side Lettering and Decal Package (Size 8" Single Color Vinyl) (Fill Custom Text) - Lettering/Striping, and Colors TBD	1
Non-Skid Decks and Gunnels with Break-Up Pattern Black (610) - Fine	1
<u>Commercial/Heavy Duty/Deck Options</u>	
Anchor Locker: Aluminum Gasketed Hatch with Locking Latch	1
Cockpit: Self-Bailing with Oversized Scuppers	1
Metal Shark Logo Plates - Cast Aluminum (2)	1
Hardware: 316L Stainless Steel Throughout (where applicable)	1
Stern Lockers (Port/Stbd)	1
Bow and Stern Eyes: Heavy Duty Welded	1
Bow Bitt: Heavy Duty Welded	1
Bow Step, Folding SS	1
Cleats, (6) 10" Aluminum Welded	1
Dive Ladder Upgrade (Adjustable High-Capacity Rescue Ladder)	1
Dive Relief Cutouts (Port/Stbd)	1
Rails: Bow, Low Profile Welded Aluminum, Horizontal	1
Hatch, Bilge Access: Watertight Compression	1
Hatches, Storage: (HDPE) High-density polyethylene; includes Latching Hatches with Gasket and Vents (Console, Leaning Post, and Stern Locker Hatches)	1
Collar: WING Closed-Cell Foam with Heavy Duty UV protected Urethane Sheath, and Center Rub Strake Light Gray - Collar	1
Collar Repair Kit	1
Foam-Filled Hull: Where Applicable (Poured)	1
Tow Post with Cross Pin	1
Davit, Electrical with Dual Sockets (Includes Upgraded Battery System)	1
Engine Protection Bar (With Horns)	1
Tie-Downs (4), Recessed	1
<u>Lighting</u>	
Lights, Courtesy: Low-Level Red LED Deck Lights and LED Console Light	1
Lights, T-Top Overhead, Red/White LED (where applicable)	1
Lights, Flood LED (4) - Forward, Aft, Port, & Stbd	1
Spotlight, Basic (GoLight or Equal)	1
Emergency Light Flashers: (2) Flush Mount LED, Facing Aft BLUE	2
<u>Electrical</u>	
Battery System, Dual: Single Engine & House Bank: Optima Batteries (2), Charge Isolators, Push to Reset Breaker System, Independent Battery Switches with Emergency Parallel, and Military Wiring	1
12V T-Top Fans (2)	1
12V/USB Receptacles (2) (Located on Dash)	1
Loudhailer/Siren/Control Package	1
Horn - Flush Mount Electric	1
<u>Electronics and Navigation</u>	

Compass w/ Dimming Capability	1
Add Dome Radar to Electronics Package (18"/4kW)	
Garmin	1
Electronics Package Level 2: 12" MFD, GPS, Heading Sensor, & Sonar Package (Dual Transducer)	
Garmin	1
VHF Radio w/ RF & GNSS Antennas	
ICOM M330G	1
<u>Outfitting, Safety, Rescue, and Specialty Equipment</u>	
Steering Wheel, Stainless Steel with Power Knob	1
Anodes, Hull: Material Determined by Water Type	1
Bilge Pumps (2) 2000 GPH w/ Dash Switch & Auto Float Switch	1
Fire Extinguishers (2)	1
Life Ring with Mount	1
<u>Fire Fighting</u>	
<u>CBRNE</u>	
<u>Trailers and Cradles</u>	
Light Commercial Duty Aluminum Trailer w/ Torsion Axles, Brakes, Boarding Ladder, LED Lights, Tiedown Straps, Spare Tire and Rim	1
<u>Packaging and Delivery</u>	
Transshield Shipping Cover	1
Delivery, CONUS	1
<u>Training, Testing, Sea Trials, and Special Services</u>	
<u>Spares</u>	
<u>Documentation</u>	
Boat Information Book	1
Custom Label Placards Kit	1
OEM Manuals Binder	1
Project Approval Drawings Package	1
<u>Customer Supplied Equipment</u>	
<u>Custom Request</u>	
Custom Requests	1
- Upgrade Outboard to Yamaha 300 Digital Add Webasto Heater	
<u>Notes & Instructions</u>	

TOTAL BEFORE TAXES AND DISCOUNT \$326,609.86

Discount: (\$0.00)

TOTAL BEFORE TAXES \$326,609.86

Sales Tax: \$0.00

State Surcharges: \$0.00

SINGLE BOAT TOTAL \$326,609.86

TOTAL QUANTITY OF BOATS ON ORDER 1

TOTAL ORDER AMOUNT \$326,609.86

1.) Payment: Due 30 days after delivery of the vessel. Any amount due hereunder that is not paid when due shall bear simple interest at a rate of 1.0% per month.

2.) Schedule: Quoted delivery time is subject to confirmation at time of actual order, as delivery times are approximate and may change. Metal Shark utilizes Engineer-to-Order manufacturing and as such delivery, shipping, installation, or performance dates indicated in this Quote/Proposal are estimated until the actual time of order based on receipt of existing orders.

3.) Delivery Date: Purchaser agrees to extend the Delivery Date for actual business days of delay attributable to the following permissible delays: natural events outside of Builder's control; delays in delivery of material and equipment; or Purchaser failing to provide timely approvals or furnished equipment, or providing incomplete furnished equipment.

4.) Warranty: Builder warrants that the vessel and its components, under normal use and service, will be free of defects in material or workmanship for a period of one (1) year from the delivery of the vessel. Builder also warrants that the hull, deck, and console of the Vessel will be free from structural degradation for a period of ten (10) years, if maintained properly.

5.) Specifications: All dimensions, weights, and capacities shown are reflective of base boat with standard equipment and are shown for comparison purposes only. These specifications are subject to change based on many factors including vessel configuration and equipment selection. Please confirm actual specifications with your Metal Shark sales representative.

6.) Accuracy of Information: As Metal Shark is dedicated to continual product improvement, the specifications, standard features, optional equipment, and model availability of our boats are subject to change without notice. Pricing is valid for the date shown on this quote and is otherwise subject to change without notice. Contact your Metal Shark sales representative for the latest pricing.

7.) Undisclosed Costs: Metal Shark reserves the right to adjust pricing to cover unanticipated cost impact from customer terms and conditions; and any fee or other expense mandated by the customer or the customer's governing entity and not disclosed prior to quoting.

QUOTE ACCEPTED BY

Printed Name: Norwalk Harbormaster

Signature: _____

Date: 5/7/2024

Salesperson: David Hunt
 Email: dhunt@silverships.com
 Phone Office: (251) 459-8320
 Phone Cell: (251) 472-7290



Quote Number 2617
 Quote Date 05/03/24
 Quote Expires 06/02/24

Customer: Town of Norwalk
 email: olee@norwalkct.gov

GSA Contract Number:
 47QSWA18D009G

FSS	Part	Description	Government Price	Qty	Extended
Base Boat					
GSA	EX24CB	Explorer 24 Cabin	\$ 172,710.00	1	\$ 172,710.00
Propulsion Engines					
Open Mkt	Y-F250XSB	Yamaha F250XSB, Offshore 4.2L Intrgrtd DES, Shaft Length - 25", DEC	\$ 27,492.00	1	\$ 27,492.00
GSA	3UZ-DF200AP	Suzuki DF200AP, 25, SPC, NB	\$ 15,774.00		\$ -
GSA	ERC-1200002	200XL SeaPro DTS 25, DTS	\$ 16,026.00		\$ -
Propulsion Installation					
Open Mkt	PYAM01	Single Outboard Engine Rigging Kit and Installation, Yamaha	\$ 15,580.00	1	\$ 15,580.00
GSA	PSZK01	Single Outboard Engine Rigging Kit and Installation, Suzuki	\$ 11,590.00		\$ -
GSA	PMER01	Single Outboard Engine Rigging Kit and Installation, Mercury	\$ 12,445.00		\$ -
Painting and Graphics					
GSA	PAINT4	Anti-Fouling (Unpainted Boat)	\$ 186.00	24	\$ 4,464.00
Hull Options					
GSA	HU0012	Bow Gate upgrade for Explorer Series Boats - Electric (Winch)	\$ 9,120.00	1	\$ 9,120.00
GSA	HU0030	Engine Guard	\$ 1,178.00	1	\$ 1,178.00
GSA	HU0040	Heavy Duty Tow Post, Small	\$ 798.00	1	\$ 798.00
GSA	HU0060	Push Knees 20' - 29'	\$ 2,907.00	1	\$ 2,907.00
GSA	HU0086	Lenco Trim Tabs	\$ 2,774.00	1	\$ 2,774.00
Console and Seating Options					
GSA	CAS017	Upgrade one Bostrom Suspension Seat to Shockwave S5 with Flip Up Bolster Seat	\$ 2,375.00	2	\$ 4,750.00
Electrical Systems DC					
GSA	EDC003	Courtesy Light Package - 4 Hella Round (Black Housing / Red Light)	\$ 551.00	1	\$ 551.00
GSA	EDC009	Flood Light - Lumitec CapreraLT 1000 Lumens	\$ 399.00	4	\$ 1,596.00
GSA	EDC014	Electric Remote Searchlight - Golight Stryker LED 320,000 Candela	\$ 1,140.00	1	\$ 1,140.00
GSA	EDC021	Light Package - Eight Whelen ION Series Super LED, (color TBD)	\$ 1,900.00	1	\$ 1,900.00
GSA	EDC026	Siren Hailer Package - Whelen WPA-3 Control Head, WPA 112 Amp and Speaker	\$ 2,489.00	1	\$ 2,489.00
GSA	EDC031	Cabin Fan - Maradyne 3000 Series Heavy Duty Steel	\$ 380.00	2	\$ 760.00
Electrical Systems AC					
GSA	EAC043	Espar Airtronic D4 Diesel Cabin Heater	\$ 9,101.00	1	\$ 9,101.00
GSA	EAC000	30A Shore Power System, for boat without Generator	\$ 2,774.00	1	\$ 2,774.00
GSA	EAC031	Two Bank Battery Charger 36A	\$ 1,045.00	1	\$ 1,045.00
Communications and Navigation					
0	0	Installation of Customer Furnished Equipment	\$ -		\$ -
GSA	CAN002	Installation of CFE - UHF/VHF/AIS	\$ 1,102.00	1	\$ 1,102.00
0	0	Garmin Navigation Systems	\$ -		\$ -
GSA	CAN104	GPSMAP® 8610xsv w/ transom mount transducer	\$ 6,536.00	1	\$ 6,536.00
GSA	CAN128	Garmin Add on Thru-Hull (Depth/Temp only)	\$ 532.00	1	\$ 532.00
0	0	VHF Communications	\$ -		\$ -
GSA	CAN263	Standard Horizon GX2400 VHF Standard Matrix AIS/GPS Black	\$ 1,805.00	1	\$ 1,805.00
Safety and Outfit Packages					
GSA	SAF009	Thern First Mate 850 Davit w/manual winch	\$ 6,631.00	1	\$ 6,631.00
GSA	SAF017	Stainless Telescoping Boarding Ladder (4-Step)	\$ 646.00	1	\$ 646.00
Additional Options					
-	-	-	\$ -		\$ -
Trailer					
GSA	TRL-2510-2	Commercial Aluminum I-Beam Trailer, Double Axle, 10K Net Cap, 25ft Vessel	\$ 10,340.00	1	\$ 10,340.00
Delivery					
Open Mkt	DEL001	Legal Load - 8' 6" (Per Mile)	\$ 4.00	1257	\$ 5,028.00
Price Summary					\$ 295,749.00

Terms & Conditions

1. Delivery is TBD days after completion of design phase and customer approval of the final design.

2. Quote is for Delivery to Customer Location by Silver Ships, Inc.
3. Payment Terms are: 40% down payment with Order due before start of Design phase; 40% progress payment due upon completion of Metal Fabrication (net 15 days); final payment for remainder (plus any contract additions) due upon receipt of vessel. Non-payment of any progress payment will result in the stop of work, and therefore the delay of the delivery date.
4. Manufacturers Statement of Origin (MSO) for Boat (and trailer, if applicable) will be issued upon receipt of Final Payment. Exceptions to this Policy may be subject to additional processing fees.
5. Vendor Parts Numbers, Model Descriptions, Specifications and Availability are subject to change. Silver Ships, Inc. reserves the right to substitute equipment with components of equal quality or value.
6. This quotation does not contain Sales Tax, Value Added Tax, Tariffs, Fees, and/or other Government charges that Silver Ships, Inc. may be required to Collect and Remit to your Locality. Such Charges will be in Addition to the Total Provided on this Quotation. Any such charges shall be identified at the time of the Sale and Added to the Invoice if so Required.



Office of the Secretary of the State
State of Connecticut
165 Capitol Avenue, Suite 1000
P.O. Box 150470, Hartford, CT 06115-0470

Stephanie Thomas
Secretary of the State

Jacqueline A. Kozin
Deputy Secretary of the State

31 August 2024

Town Name CITY OF NORWALK

Address 125 EAST AVENUE, NORWALK, CT 06851

Pursuant to Public Act 24-81, the Connecticut Secretary of the State will provide a grant in the amount of at least \$2,000 to each municipality for costs related to implementing and conducting early voting. Additional funds are allocated to municipalities based on the formula in the attached grant agreement.

The Secretary of the State will distribute the grants as soon as possible, contingent on towns detailing their intended use of the funds and returning this signed agreement. This funding is provided as a subrecipient one-time grant.

Please note:

- Acceptable utilization of funds includes costs directly tied to changes necessary to implement early voting; examples include but are not limited to labor costs, printing costs, location-related expenses, or equipment and supplies.
- Funds are to be fully expended by December 31, 2024.
- Prior to January 31, 2025, your town must report expenditures to the Office of the Secretary of State. Reports must include backup information such as a ledger report from your financial system or copies of purchase orders and invoices.
- If funds are not fully utilized prior to December 31, 2024, contact the Office of the Connecticut Secretary of the State at mss@ct.gov to request an extension on utilization, including intended use of remaining funding.
- By accepting funds, the town agrees that it will comply with applicable public auditing requirements, in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.
- By accepting funds, the town agrees that it is compliant with all applicable state and federal non-discrimination laws.

By signing below, I agree to the information above. Please keep a copy for your records.

My town intends to utilize funds for:

Early Voting Costs

Authorized town official signature

Authorized town official title Mayor

Date

STATE OF CONNECTICUT GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency State of Connecticut Secretary of the State("Grantor")	Agreement Number Federal Grant No. <i>SLFRP0128</i>
Grantee: CITY OF NORWALK UEI/SAMS Number V7ZTXNBNKJM9 FEIN No. 06-6011881	Agreement Effective Date 07/01/2024 Agreement Expiration Date Month, Day, Year 06/30/2025
Agreement Maximum Amount \$23,726.31	Fund Expenditure End Date Month, Day, Year 06/30/2025
State Fiscal Year 2025 \$23,726.31 Total for All State Fiscal Years \$23,726.31	Agreement Authority Section 1 of Public Act 24-81 and Section 602(b) of the Social Security Act (the "SSA"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), which established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), 31 CFR Part 35, and in accordance with the Statement of Work, grant solicitation and the attached grant application, if applicable.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Payment Terms and Provisions and Budget.
3. Exhibit C, Federal Provisions.
4. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds
5. Exhibit E, SLFRF Subrecipient Quarterly Report
6. Exhibit F, Contractor Terms
7. Exhibit G, Beneficiary Terms

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Federal Provisions.
2. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds.
3. Connecticut Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A, Statement of Work.
6. Exhibit B, Payment Terms and Provisions and Budget.
7. Exhibit E, SLFRF Subrecipient Quarterly Report.

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	[21.027]
Federal Award Number	<i>SLFRP0128</i>
Federal Award Date	00/00/xx
Federal Award End Date*	December 31, 2026

Federal Statutory Authority	Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021)
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$1,000,000

* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.

For Grantor/DAS Use Only

AMOUNT	FUND	DEPT	SID	PROGRAM	ACCT	BR YR	PROJECT
\$23,726.31	12060	SOS12500	28478	12651	29202	N/A	N/A

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such.

GRANTEE Harry W. Rilling, Mayor _____ By: Name & Title Date: _____	GRANTOR STATE OF CONNECTICUT _____ By: Name & Title Date: _____
In accordance with § 3-125, Connecticut General Statutes, this Agreement is not valid until signed and dated above by the State of Connecticut Attorney General or an authorized delegate.	

TABLE OF CONTENTS

Cover	Page 1
Signature	Page 3
1. Parties	Page X
2. Term & Agreement Effective Date	Page X
3 Definitions	Page X
4. Statement of Work	Page X
5. Payment to Grantee	Page X
6. Reporting – Notification	Page X
7. Grantee Records.....	Page X
8. Confidential Information - State Records	Page X
9. Conflicts of Interest	Page X
10. Insurance	Page X
11. Breach of Agreement & Remedies	Page X
12. Termination	Page X
13. Dispute Resolution	Page X
14. Notices	Page X
15. Rights in Data and Other Information.....	Page X
16. General Provisions	Page X
17. Connecticut Special Provisions	Page X
Exhibit A: Scope of Work.....	Page X
Exhibit B: Payment Terms and Provisions and Budget.....	Page X
Exhibit C: Federal Provisions	Page X
Exhibit D: Agreement with Subrecipient of Federal Recovery Funds.....	Page X
Exhibit E: SLFRF Subrecipient Quarterly Report	Page X
Exhibit F: Contractor Terms	Page X
Exhibit G: Beneficiary Terms	Page X

1. PARTIES

This Agreement is a grant entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF CONNECTICUT acting by and through the State agency named on the Cover Page for this Agreement (the “Grantor”). Grantee and the Grantor agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page of this Agreement. The Grantor shall not be bound by any provision of this Agreement before the Agreement Effective Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Agreement Effective Date (Payments to Grantee), or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**. The obligation of the Grantor to provide the funds to the Grantee is contingent on the availability of the funds.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - Grantor’s Option

[x] **Grantor check box if the section is not applicable to the Agreement.**

The Grantor, at its discretion, shall have the option to extend the performance under this Agreement beyond the Agreement Expiration Date for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). All amendments, if any, shall be in writing, fully executed by the Parties and reviewed and approved by the Connecticut Attorney General. **(Reminder – All ARPA monies must committed by a legally binding agreement and any amendment on or before December 31, 2024).**

3. DEFINITIONS

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

- A. **“Agreement”** or **“Contract”** means this grant agreement, including all attached Exhibits, all documents incorporated by reference, and any future modifications thereto.
- B. **“Agreement Effective Date”** means the date listed on the Agreement Cover Page.
- C. **“Agreement Expiration Date”** means the time period defined in § 2.B (Term and Agreement Effective Date).
- D. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. **“Beneficiary”** means a person, entity or organization that is entitled to financial assistance under ARPA if certain qualifying events are met. The UST guidelines prescribe different compliance and reporting responsibilities for beneficiaries, which should be reviewed for guidance.
- F. **“Bid”** means a response to any Solicitation.

- G. **“Bidder”** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- H. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under C.G.S. §§ 4e-35 or 4e-38, or both, at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- I. **“Budget”** means the budget for the Work and Deliverables described in **Exhibit B**.
- J. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in C.G.S. § 1-4.
- K. **“Claims”** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney’s fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- L. **“Confidential 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 that the Department 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.
- M. **“Confidential 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 Grantee, the Grantor or State.
- N. **“C.G.S.”** shall mean Connecticut General Statutes.
- O. **“Data”** means all the State’s facts and statistics (including, but not limited to, Confidential Information, non-public numerical information, non-public eligibility information, tax information, non-public employment information, non-public wage information, non-public unemployment information, non-public insurance information, non-public workers’ compensation records, that is collected, compiled, stored, or used for reference or analysis and included as part of the State’s deliverables as well as, drawings, video, pictures, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence that are shared with the Grantee through an approved interface feed (whether in electronic, hard copy or other form) provided by the State for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement, and it shall also mean and include all data collected from applicants and trainees including, but not limited to, name of person, address, contact telephone number, contact e-mail address, Confidential

Information, that is collected, compiled, stored, or used for reference or analysis and included as part of the Grantee's deliverables that are given to the State through an approved interface feed (whether in electronic, hard copy or other form) provided by the Grantee or its contractor, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement.

- P. **"Deliverable(s)"** means the item(s) listed in **Exhibit A** (Statement of Work) of the Agreement.
- Q. **"Eligible Beneficiary"** means individuals and organizations that received SLFRF funds as end users.
- R. **"Encryption"** means the rendering of electronic data into a form that is unreadable or unusable without the use of a confidential process or key.
- S. **"Expiration"** means the end of the Agreement term.
- T. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- U. **"Extension Term"** means the time period defined in § 2.C (Term and Agreement Effective Date).
- V. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a federal program.
- W. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- X. **"Federal Single Audit" or "Single Audit"** means a federal single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. §§ 7501-7507). 2 CFR § 200.501.
- Y. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Grantor under this Agreement.
- Z. **"Grantee" or "Contractor"** means the grantee listed on the Cover Page of this Agreement.
- AA. **"Grantee Parties"** means Grantee'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 Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to Perform under the Agreement in any capacity.
- BB. **"Party"** means the Grantor or Grantee, and "Parties" means both the Grantor and Grantee.
- CC. **"Performance"** means the fulfillment of the agreement in the Agreement, in whole or in part, according to its terms.
- DD. **"Person"** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- EE. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.G.S. §§ 4e-70 and 36a-701b.
- FF. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- GG. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- HH. **“Records”** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated, kept or stored or accumulated by the Grantee or its Subcontractors (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Grantee, its Subcontractors, any of either’s Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Agreement and/or any Bids that were submitted prior to the execution of the same).
- II. **“Solicitation”** means a request by the Grantor, 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.
- JJ. **“State”** means the Grantor, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- KK. **“State Agency”** means any agency with a department head, as defined in C.G.S. § 4-5.
- LL. **“State Confidential Information”** means any and all State Records not subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”). State Confidential Information shall include, but is not limited to, PII, PHI, tax information, Confidential Information, and State personnel records not subject to disclosure under FOIA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to FOIA, C.G.S. § 1-200, *et. seq.*, (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- MM. **“State Single Audit Act”** means state single audit required by C.G.S. §§ 4-230 through 4-236, as amended, for non-state entities that expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year.
- NN. **“Subcontractor”** means and includes all of the third-party subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals), if any, that are engaged by Grantee, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Agreement during the Term hereof.
- OO. **“Subgrantor”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient. Per UST’s Uniform Guidance, where a subgrantor is serving as subrecipient that is assisting the state to implement a program or provide services to beneficiaries, it subject to the same requirements as the State.
- PP. **“Terminate,” “Terminates,” “Terminating,” “Terminated,” and “Termination”** refer to the act of ending the Term of the Agreement (and, except as otherwise provided in this Agreement, the obligations of

the Grantee to continue to furnish Services and the State to pay for such Services under this Agreement) prior to the date by which all Services required to be provided by the Grantee pursuant to this Agreement are to be furnished in accordance with its terms.

- QQ. **“Title”** shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any software or Services.
- RR. **“United States Treasury” or “UST”** means the United States Department of Treasury.
- SS. **“Work”** means the activities and Deliverables listed in **Exhibit A** (Statement of Work).
- TT. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

4. STATEMENT OF WORK AND USE OF THE FUNDS

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A** (Statement of Work). The Grantor shall have no liability to compensate Grantee for the delivery of Work or Deliverables that are not specifically set forth in this Agreement. The Grantee agrees to expend the Grant Funds awarded pursuant to this Agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grantor shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum Amount for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The Grantor shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibits A & B** (Statement of Work; Payment Terms and Provisions and Budget).
- b. Grantee shall initiate payment requests by invoice to the Grantor, in a form and manner approved by the Grantor.
- c. The Grantor shall pay each invoice within forty-five (45) Business Days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the Grantor determines that the amount of any invoice is not correct, then it shall notify Grantee (i.e., Section 14 Notice) within thirty (30) Business Days of receipt of the invoice, and Grantee shall make all changes necessary to correct that invoice within fifteen (15) Business Days of such notice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any Grantor § 5.B.i.c. notice, Grantee shall notify the Grantor in writing of its dispute within thirty (30) Business Days following Grantee’s receipt of Grantor’s § 5.B.i.c. notification. The Grantor will review the information presented by Grantee and may make changes to its

determination based on this review. The calculation, determination or payment amount that results from the Grantor's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Grantor has concluded its review, and the Grantor shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. **Available Funds-Contingency-Termination**

Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Grantor's liability for such payments shall be limited to the amount remaining of such Grant Funds. If federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Grantor may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability.

iv. **Federal Recovery**

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the Grantor to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. **Reimbursement of Grantee Costs**

Grantor shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Agreement § 5 (Payments to Grantee) and **Exhibit B** (Payment Terms and Provisions and Budget) for all allowable costs described in this Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the Grantor. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. Grantor shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work and Deliverable(s) after review and approval thereof, subject to the provisions of this Agreement and **Exhibit A** (Statement of Work). Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantor shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Deliverables provided; and
- ii. Equal to the actual net cost to Grantee (i.e., the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. **Close-Out**

Grantee shall close out this Award within thirty (30) calendar days after the Fund Expenditure End Date shown on the Cover Page of this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING – NOTIFICATION

A. **Quarterly Reports**

In addition to any reports required in this Agreement or pursuant to **Exhibit E** (SLFRF Subrecipient Quarterly Report), for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the Grantee and the State of Connecticut. Progress reports shall be submitted to the Grantor not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the Grantor.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) calendar days after being served, provide notice to Grantor in accordance with § 14 of this Agreement of such action and deliver copies of such pleading or document to the Grantor.

C. Performance and Final Status

Grantee shall submit all final financial, performance and other reports to the Grantor no later than thirty (30) calendar days after the end of the Agreement Expiration Date specified in § 2.B., if no Extension Terms are exercised, or the final Extension Term exercised by the Grantor, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, within five (5) calendar days, in writing to the Grantor and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all Records pertaining in any manner to the Work or the Deliverables (including, but not limited to the operation of programs). Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the Grantor of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the Grantor, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection & Access to Records

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee or its subgrantee or Subcontractors Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than twenty-four hours notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State as follows:

- i. All grant-funded activities performed by the Grantee, its Subcontractors, its subgrantees, or both, shall be subject to the inspection and approval of Grantor, and Grantee shall furnish all information concerning the grant-funded activities.

- ii. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the State of Connecticut Auditor for Public Accounts (“APA”), Connecticut Attorney General and Connecticut State’s Attorney and their respective agents and Grantor or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its Subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records.
- iii. Grantor or its representatives will give the Grantee and its Subcontractors and subgrantees at least twenty-four (24) hours notice of such intended examination. 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.
- iv. At Grantor’s request, the Grantee and Subcontractors and subgrantees shall provide Grantor with hard copies or an electronic format of any data or information in the possession or control of the Grantee, Subcontractor and subgrantee which pertains to Grantor's business under this Agreement. The Grantee shall make all of its and the Subcontractor Parties’ Records available at all reasonable hours for audit and inspection by the State and its agents.
- v. The Grantee shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Grantee under this Agreement. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) calendar days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Grantee in accordance with this Agreement’s setoff provision.
- vi. The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later. If any litigation, claim or audit is started before the expiration date of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- vii. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant Funds shall be retained for five (5) years after the final disposition of said property.
- viii. Any Subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the APA, Grantor or its representative or the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.
- ix. The Grantee shall cooperate fully with the Grantor and its agents in connection with an audit or inspection. Following any audit or inspection, the Grantor may conduct and the Grantee shall cooperate with an exit conference.
- x. **The Grantee shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor or subgrantee providing services and/or conducting activities under this Agreement.**

C. Monitoring

The Grantor will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the Grantor to perform all monitoring required by the Uniform Guidance, based on the Grantor's risk analysis of Grantee and this Agreement. The Grantor shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Grantor shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the Grantor a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a Single Audit under 2 CFR § 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the Grantor within the same timelines as the submission to the federal government.

8. **CONFIDENTIAL INFORMATION-STATE RECORDS**

A. **Protection of Confidential Information**

- i. Grantee and Grantee 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.
- ii. Each Grantee or Grantee 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 Grantor or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- iii. The Grantee and Grantee Parties shall notify the Department 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 Grantee or its Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Grantor and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee 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 Connecticut General Statutes § 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 Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Grantor, any State of Connecticut entity or any affected individuals.

- iv. The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each of its Grantor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- v. Nothing in this Section shall supersede in any manner Grantee's or its Grantor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate, as such term is defined in 45 C.F.R. §160.103, of the Grantor.

The provisions of this section shall survive the Expiration or earlier Termination of this Agreement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Procurement conflicts

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons or other interest in or a tangible personal benefit from an entity considered for a contract (i.e., 2 C.F.R. § 200.318).

D. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

- A. The Grantee agrees that while performing any activities specified in this Agreement, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" Grantor and the State of Connecticut from any insurable cause whatsoever.
- B. Before commencing Performance, the Grantee shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance as described in (i) through (vii) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies

approved by the State Insurance Commissioner to do business in Connecticut. Grantee shall assume any and all deductibles in the described insurance policies. The Grantee's insurers shall have no right of recovery or subrogation against the State and the described Grantee's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- i. 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 project or the general aggregate limit shall be twice the occurrence limit.
 - ii. 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 the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
 - iii. Professional Liability: \$1,000,000 limit of liability.
 - iv. **[x] Grantor check box if the section is not applicable to the Agreement.** Errors and Omissions Insurance which covers any computer system or software architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, at such party's sole cost and expense, in an amount not less than \$2,000,000 per occurrence. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
 - v. Worker's 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.
 - vi. **[x] Grantor check box if the section is not applicable to the Agreement.** Cyber/Network Security and Privacy Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - vii. Crime Insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Said policy or policies shall cover all of the Grantor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The Grantor shall be named as an additional insured.
- D. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Grantee are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- E. Grantee shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Grantor at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) calendar days advance notice will be given in writing to the Grantor prior to cancellation, termination or alteration of said policies of insurance.
- F. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) calendar days prior notice to Grantee and Grantee shall forward such notice to the Grantor in accordance with § 14 (Notices) within seven calendar days of Grantee's receipt of such notice.

11. BREACH OF AGREEMENT & REMEDIES

- A. In the event of a Breach of Agreement, the aggrieved Party shall give written Notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) calendar days after the delivery of written notice, the Party may exercise any of the remedies as described in herein for that Party. Notwithstanding any provision of this Agreement to the contrary, the Grantor, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under C.G.S. §§ 4e-35 & 4e-38, the Grantor, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
- B. Grantor's remedies. If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Grantor, following the notice and cure period specified in this section, shall have all of the remedies listed in this section, below § 12 (Termination), and elsewhere in this Agreement, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- C. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period specified in this Section and the dispute resolution process in § 13 (Dispute Resolution) shall have the rights to terminate this Agreement and proceed under Chapter 53 of the C.G.S.
- D. Intellectual Property. If any Work infringes, or if the Grantor in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the Grantor (i) secure that right to use such Work for the Grantor and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Grantor.

12. TERMINATION

- A. Notwithstanding any provisions in this Agreement, the Grantor, through a duly authorized employee, may Terminate the Agreement whenever the Grantor makes a written determination that such Termination is in the best interests of the State. The Grantor shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantor must complete its Performance under the Agreement prior to such date.
- B. Notwithstanding any provisions in this Agreement, the Grantee, through a duly authorized employee, may, after making a written determination that the Grantor has breached the Agreement and following the dispute resolution process in § 13, Terminate the Agreement by providing written notice via certified mail, return

receipt requested, to the Grantor at the most current address which the Grantor has furnished to the Grantee for purposes of correspondence, or by hand delivery.

- C. The Grantor shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Grantor for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Grantor, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Grantor all Records and Data. The Records are deemed to be the property of the Grantor and the Grantee shall deliver them to the Grantor no later than thirty (30) calendar days after the Termination of the Agreement or fifteen (15) calendar days after the Grantee receives a written request from the Agency for the Records and Data. The Grantor shall deliver those Records and Data that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- D. Upon receipt of a written notice of Termination from the Grantor, the Grantee shall cease operations as the Grantor directs in the notice, and take all actions that are necessary or appropriate, or that the Grantor may reasonably direct, for the protection, and preservation of the Deliverable(s) and any other property. Except for any work which the Grantor directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- E. The Grantor shall, within forty-five (45) Business Days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Grantor in accordance with **Exhibits A** (Statement of Work) and **B** (Payment Terms and Provisions and Budget), in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive, and the Grantor is not obligated to tender to the Grantee any payments for anticipated or lost profits. Upon request by the Grantor, the Grantee shall assign to the Grantor, or any replacement contractor which the Grantor designates, all subcontracts, purchase orders and other commitments, deliver to the Grantor all Records and Data and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Grantee's property, equipment, waste material and rubbish related to its Performance, all as the Grantor may request.
- F. For breach or violation of any of the provisions in the section concerning representations and warranties, the Grantor may Terminate the Agreement in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Grantee or Grantee Parties or any third party.
- G. Upon Termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Grantor.
- I. Remedies Not Involving Termination. The Grantor, in its discretion, may exercise one or more of the following additional remedies:
 - i. Suspend Performance
Suspend Grantee's Performance with respect to all or any portion of the Work pending corrective action as specified by the Grantor without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in

accordance with the Grantor's directive, and the Grantor shall not be liable for costs incurred by Grantee after the suspension of performance.

- ii. Withhold Payment
Withhold payment to Grantee until Grantee corrects its Work.
- iii. Deny Payment
Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
- iv. Removal
Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the Grantor deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Grantor to be contrary to the public interest or the Grantor's best interest.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Grantor and a senior manager designated by Grantee for resolution.

14. NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Grant shall be in writing and may be delivered personally or by certified mail, recognized overnight courier, or e-mail in the manner set forth in this section. All notices shall be effective if delivered to the following addresses:

Grantor:	Agency	
	Street	
	City/state/Zip	
	Attention:	
	Email:	
	Email:	
Grantee:	Org	City of Norwalk
	Street	125 East Avenue
	City/state/Zip	Norwalk, CT 06851
	Attention:	Harry W. Rilling, Mayor
	Email:	hrilling@norwalkct.gov
	Email:	

15. RIGHTS IN DATA AND OTHER INFORMATION

[x] Grantor check box if the section is not applicable to the Agreement.

A. Data Exclusive Property of the State

Grantee shall not use, willingly allow, cause or permit Work Product, Data, Records or State materials to be used for any purpose other than the Performance of Grantee's obligations in this Agreement without the prior written consent of the Grantor. Upon termination of this Agreement for any reason, Grantee shall provide all

Work Product, Data, Records and State materials to the Grantor in a form and manner as directed by the Grantor.

B. Assignment

Grantee shall assign any necessary software licensing agreements or other related contracts to Grantor or its designee if Grantee ceases to do business or is dissolved, and shall work with Grantor to ensure a seamless transition for the management and administration of the Work and Deliverables.

16. GENERAL PROVISIONS

A. ARPA Federal Provisions & Requirements

Grantee shall comply will all the federal requirements set forth in **Exhibits C** (Federal Provisions) and **D** (Agreement with Subrecipient of Federal Recovery Funds).

If Grantee hires any subcontractor to assist or carry out part of the Agreement, Grantee shall incorporate **Exhibit F** (Contractor Terms) into the resulting contract.

If ARPA funding is to be made to an Eligible Beneficiary to carry out part of this Agreement, Grantee shall have the Eligible Beneficiary complete the form set forth in **Exhibit G** (Beneficiary Attestation Form) and maintain the record in accordance with § 7.A.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Grantor shall be subject to the provisions of this Agreement.

C. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Grantor or the Grantee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

D. Fiscal Control

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant Funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, Grant Funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

E. Labor and Personnel

- i. At all times, Grantee shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Grantee shall advise the Grantor promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Grantee involving Grantee's employees or subcontractors or subrecipients which may reasonably be expected to affect Grantee's performance of services under this Agreement. The Grantor may then, at its option, ask Grantee to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Grantor to provide the services otherwise performable by Grantee hereunder. The Grantee will be responsible to the Grantor for any economic detriment caused the Grantor by such subcontract arrangement.

- ii. Grantee shall, if requested to do so by the Grantor, reassign from the Grantor's account any employee or authorized representatives whom the Grantor, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the Grantor shall give ten (10) Business Days notice to Grantee of the Grantor's desire for such reassignment. Grantee will then have five (5) Business Days to investigate the situation and attempt, if it so desires, to satisfy the Grantor that the employee should not be reassigned; however, the Grantor's decision in its sole discretion after such five (5) Business Day period shall be final. Should the Grantor still desire reassignment, then five (5) Business Days thereafter, or ten (10) Business Days from the date of the notice of reassignment, the employee shall be reassigned from the Grantor's account.

F. Revised Budget

As set forth in **Exhibit B** (Payment Terms and Provisions and Budget), the approved Budget may be modified at the request of the Grantee if such request is approved in writing by the Grantor. Approval by the Grantor of any modification to the Budget shall not constitute or imply a revision of the Agreement Maximum Amount. Cash requests will be withheld until the revision is received and approved.

G. Audits

- i. In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Agreement and any amendments thereto.
- ii. If the Agreement meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133 and 2 CFR Part 200, Subpart F Audit Requirements. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or Grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of thirty (30) calendar days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.
- iii. Any Grantee financial audit report or Single Audit report must be submitted electronically on OPM's Electronic Audit Reporting System (EARS) at the web address indicated below and also sent to the Grantor Agency as provided in § 14 (Notice) of this Agreement. Independent auditors are to electronically file the audit report packages of their clients on EARS and with the Grantor agency.

Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>

H. Unexpended Funds and or Disallowed Costs

If project costs are less than the Agreement, and or any project costs have been disallowed, the Grantee shall return or forfeit the unexpended/disallowed funds to Grantor as provided in the Agreement.

I. Grant Extensions

No extensions to the end date of a grant shall be made if an Agreement's end date has already passed or an extension is prohibited by ARPA.

J. Subrecipients and Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the Grantor. Grantee shall submit to the Grantor a copy of each such subgrant or Subcontract upon request by the Grantor. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Connecticut, and shall be subject to all provisions of this Agreement. ***If the entity with whom Grantee enters into a subgrant would also be considered a Subrecipient, then the subgrant entered into by Grantee shall also contain provisions set forth in Exhibits C and D permitting both Grantee and the Grantor to perform all monitoring of that subgrant in accordance with the UST Uniform Guidance.***

K. Binding Effect

Except as otherwise provided in § 16.B (General Conditions), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

M. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

N. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

O. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

P. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Connecticut law, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

Q. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Connecticut State law and State fiscal rules, and, if applicable approved by the Connecticut Attorney General.

R. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State fiscal rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

S. External Terms and Conditions

Notwithstanding anything to the contrary herein, the Grantor shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

T. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

U. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State sales and use taxes under C.G.S. § 12-412(1), (CERT -134 Exempt Purchases by Qualifying Governmental Agencies – Connecticut Department of Revenue Services Form). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

W. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 16.B** (General Conditions), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

X. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Y. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

Z. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Agreement Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

AA. Indemnification

See § 17. D.

BB. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CC. Accessibility

Grantee shall comply with, and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of the Accessibility Standards for Individuals with a Disability.

17. CONNECTICUT SPECIAL PROVISIONS

A. Nondiscrimination and Affirmative Action

i. Definitions

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" means this Agreement and includes any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" means Grantee and includes any successors or assigns of the Contractor or contractor;
- d. "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;
- e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations
- f. "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;
- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "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;
- i. "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 Connecticut General Statutes § 32-9n; and

- j. "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).

- ii. (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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- iii. 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.
- iv. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v. 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 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 Connecticut General Statutes §46a-56; 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, 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.

- vi. 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.
- vii. (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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.
- viii. 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 Connecticut General Statutes § 46a-56; 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, 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.
- ix. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

B. Executive Orders and Other Enactments

- i. All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the

- Grantee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or Grantor's authority to require compliance with the Enactments.
- ii. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
 - iii. This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Department of Administrative Services Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

C. HIPAA

[x] Grantor check box if the section is not applicable to the Agreement;

D. Indemnification

- i. The Grantee 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 Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee's 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 or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Grantee's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Grantor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- ii. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- iii. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
- iv. The Grantee's duties under this Section shall remain fully in effect and binding in accordance with the terms of the Agreement, without being lessened or compromised in any way, even where the Grantee 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 contributed to the Acts giving rise to the Claims.
- v. The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. To the extent applicable, the Grantee 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 Grantor all in an electronic format acceptable to Grantor prior to the Agreement Effective Date of the Agreement evidencing that the State is an additional insured. The Grantee shall not begin Performance until the delivery of these

3 documents to Grantor. Grantee shall provide an annual electronic update of the 3 documents to Grantor or before each anniversary of the Agreement Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- vi. **This Section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.**

E. Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant Funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

F. Whistleblowing & Retaliation

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Connecticut Auditors of Public Accounts or the Connecticut Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent 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 Connecticut 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 provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

G. Campaign Contribution and Solicitation Prohibitions

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as 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 represents that they have received 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.

H. Large State Construction or Procurement Contract

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Grantor has provided to the Grantee the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Grantee represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Grantee

shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

I. Freedom of Information Act.

The Grantor is a “public agency” for purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Grantor in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under Connecticut General Statutes § 1-210(b), FOIA includes exemptions for “trade secrets” and “commercial or financial information given in confidence, not required by statute”, but only the particular information falling within one of these exemptions can be withheld by the Grantor if the Grantor receives a FOIA request that encompasses such information. In particular, Grantee should be aware that:

- i. The State has no obligation to notify the Grantee of any FOIA request received by the State.
- ii. The State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption.
- iii. The State shall use all reasonable efforts to notify Grantee of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed by Grantee, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request.
- iv. Grantee will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding.
- v. In no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State’s possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.
- vi. If the Grantee receives any freedom of information request, subpoena, notice or other request for any of the Data, records, deliverables, or documentation relating to this Agreement, Grantee shall notify the Grantor of such requests within three (3) Business Days, but Grantee has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information.
- vii. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect.

J. Disclosure of Records.

This Agreement may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of

Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

K. Grantee's Representations and Warranties

- i. Grantee represents and warrants to the Grantor that:
 - a. The execution and delivery of this Agreement is within the power and authority of Grantee and is not in contravention of any law, organizational document, bylaw, agreement or undertaking to which Grantee is a party and no consent, license or approval is or will be necessary for the valid execution and delivery of this Agreement;
 - b. Grantee is duly and validly existing under the laws of its respective state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the bid and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - c. Grantee shall comply with all applicable State and Federal laws in satisfying its obligations to the Grantor under and pursuant to the Agreement, including, but not limited to (i) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (ii) all applicable federal ethics rules and requirements, (iii) Title 4a concerning State purchasing, and (iv) all information technology protocols;
 - d. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) an Event of Default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - e. Grantee has all permits, licenses, franchises and other similar authorizations necessary for its Performance under this Agreement and is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for such performance. Grantee is not in violation, nor will the Agreement cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization;
 - f. Grantee warrants that the deliverables will fully comply with the Agreement and will be performed with reasonable care in a diligent, workmanlike and competent manner that shall comply with all federal, state and local laws, regulations, mandates and/or requirements, and Grantee shall cure defects, if any, in a reasonable time;
 - g. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - h. Grantee has no pending claims, actions, suits, proceedings pending against it for any security breaches, data breaches, commingling of data, improper or illegal use of client data or software licensing violations;
 - i. As applicable, Grantee has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform under the Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
 - j. Grantee is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - k. Grantee has not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;

- l. Grantee has not employed an employee who has been determined to be a source for any security breach;
- m. Grantee has not employed or retained any entity or person, other than a bonafide employee working solely for it, to solicit or secure the Agreement and it has not paid or agreed to pay any entity or person, other than a bonafide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the Terms of the Agreement;
- n. To the best of its knowledge, there are no Claims involving Grantee or Grantee's 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 Agreement;
- o. Grantee shall disclose, to the best of its knowledge, to the Grantor in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Grantee's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning Disclosure of Grantee's Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;
- p. There is no action, lawsuit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to Grantee's knowledge, threatened against or affecting it, which could or might materially adversely affect its obligations hereunder or any of the transactions contemplated hereunder;
- q. Grantee's participation in the procurement process, if applicable, or the Agreement Award is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics or the applicable federal ethics code requirements;
- r. The Agreement was not made with collusion or fraud;
- s. Grantee shall obtain in a written acknowledgement all of the representations and warranties in this section from any Grantee's Parties and require that such representations and warranties be included in any contracts and purchase orders with such Grantee's Parties;
- t. Grantee has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- u. Grantee has a record of compliance with Occupational Safety and Health Administration ("OSHA") regulations without any unabated, willful or serious violations;
- v. Grantee owes no unemployment compensation contributions;
- w. Grantee is not delinquent in the payment of any taxes owed or, it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- x. All of Grantee's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- y. Grantee has vested plenary authority to bind the Grantor's Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the Grantor, such information as the Grantor may require to evidence, in the Grantor's sole determination, compliance with this section;
- z. Grantee either owns or has the authority to use all Title of and to all relevant software, and such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

- aa. Grantee's Platform does not (a) infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party; or (b) violate any law, statute, ordinance or regulation;
- bb. Grantee has entered into license agreements which permit Grantee to use third-party software and any subcontractor's software, and to permit the Grantor and third parties to use such third-party software and any subcontractor's software, as expressly permitted under this Agreement; and;
- cc. Grantor's use of any software shall not infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party.

L. Access to Contract and Data

The Grantee shall provide to the Grantor access to any data, as defined in C.G.S. § 4e-1, concerning the Agreement and Grantor that are in the possession or control of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantee and the State Auditors of Public Accounts at no additional cost.

M. State Single Audit

For purposes of this paragraph, the word "Grantee" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Grantee shall provide for an annual financial audit acceptable to the Grantor for any expenditure of state-awarded funds made by the Grantee. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Grantee will comply with federal and state single audit standards as applicable.

If the Grantee meets the requirements of the State Single Audit Act, C.G.S. §§ 4-230 through 4-236, as amended, the Grantee's independent auditor is required to submit a State Single Audit Report to Grantor. C.G.S. § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from Grantor for this Agreement and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to the State of Connecticut Office of Policy and Management's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period (Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>) and a copy shall be given to the Grantor agency. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the Office of Policy and Management / Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of Grantor Expenditures to the Grantor Business Office by email no later than 3 months after the end of the audit period.

N. Additional Restrictions on Use of Federal Funds

- i. Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

- ii. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

O. Forum and Choice of Law

The parties deem the Agreement 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 Agreement 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 Grantee 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.

P. Sovereign Immunity

The parties acknowledge and agree that nothing in the Agreement 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 Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Q. Requirements for Nonprofit Organizations

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt Form Income Tax (Form 990) with the Internal Revenue Service. At Grantor's request, the Grantee shall provide Grantor with documentation pertaining to Grantee's 501(c)(3) and or annual filings.

R. Independent Contractor

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all its subcontractors or subgrantors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify Grantor of the subgrantee or Subcontractor's identity.

S. Prohibited Terms

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of the state's sovereign immunity.

T. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

U. Vendor Offset and Erroneous Payments

Subject to state statute, the State may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other allowed charges; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A
STATEMENT OF WORK

Grantee will utilize the funds for costs directly tied to changes necessary to implement early voting; examples include but are not limited to labor costs, printing costs, location-related expenses, or equipment and supplies.

EXHIBIT B
PAYMENT TERMS AND PROVISIONS
AND BUDGET

Payment of the funds is contingent upon a fully executed agreement.

EXHIBIT C FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee’s obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects (1.1 through 1.14)

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects (2.1 through 2.37)

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)

- iv. Written justification (Required when total project cost is \$1 million or more)
- v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas

that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
- 8.1.3.7.1. For projects over \$10 million:
- 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
- 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Connecticut Agreement with Recipient of Federal Recovery Funds” Certification Form in **Exhibit D** and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit D
AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (“Treasury”) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Connecticut has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State’s separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the SSA and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization’s obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____ City of Norwalk

Authorized Representative: _____ Harry W. Rilling

Title: _____ Mayor

Signature: _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

- 1) Use of Funds
 - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the “SSA”), as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), and Treasury’s regulations implementing that section and guidance.
 - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury’s implementing regulations, during this period of performance.
- 3) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the State of Connecticut Office of Policy and Management. The State will provide notice of such additional reporting requirements via an amendment
- 4) Maintenance of and Access to Records
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the UST and the State of Connecticut Office of Policy and Management.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8) Conflicts of Interest. The State of Connecticut understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of Policy and Management or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of Policy and Management shall disclose such conflict to Treasury.

9) Compliance with Applicable Law and Regulations.

- a) Subrecipient agrees to comply with the requirements of section 602 of the SSA, regulations adopted by Treasury pursuant to section 602(f) of the SSA, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
 - i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the federal Single Audit Act, shall apply to this award.
 - ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii) New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix) Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - iv) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the SSA, other applicable

laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the SSA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the SSA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the SSA, as applicable.

- 11) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law
- 13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- 14) Debts Owed the Federal Government
 - a) Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the SSA and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15) Disclaimer.
 - a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient
- 16) Protections for Whistleblowers.
 - a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i) A member of Congress or a representative of a committee of Congress;
 - ii) An Inspector General;
 - iii) The Government Accountability Office;
 - iv) A Treasury employee responsible for Agreement or grant oversight or management;
 - v) An authorized official of the Department of Justice or other law enforcement agency;
 - vi) A court or grand jury; or
 - vii) A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI

of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E
SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 A fiscal reporting template, using a format approved by the Grantor, shall be used to monitor payments and progress associated with designated line items and deliverables.

EXHIBIT F CONTRACTOR TERMS

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
- a) **[Applicable to federally assisted construction Agreements.]** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) **[Applicable to on-site employees working on government-funded construction, alteration and repair projects.]** Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
 - h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

EXHIBIT G
AMERICAN RESCUE PLAN ACT – STATE FISCAL RECOVERY FUNDS PROGRAM:
BENEFICIARY ATTESTATION FORM

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

[STATE AGENCY - Insert Beneficiary Program Description, Eligibility Parameters, and State Agency Contact information here]

[☒] **Check here to certify:** I have read this form and hereby attest, as an authorized representative of [insert entity legal name here], that [insert entity legal name here] meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject [insert entity legal name here] to recoupment of funds up to the amount received.

Signature _____ **Date** _____
Print Name Harry W. Rilling, Mayor
Entity Legal Name City of Norwalk
Address 125 East Avenue, Norwalk, CT 06851

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: September 18, 2024

(Note - Agenda closes 12:00 Noon on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Brian Candela, Assistant Corporation Counsel

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Ordinance Committee

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES XX NO WHICH ONE?

Ordinance Committee of the Common Council

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A XX

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

Approve resolution concerning Sportech Venues, Inc. d/b/a Winners, 24 Burnell Boulevard, Norwalk, CT (pursuant to General Statutes § 12-574a(c))

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage

_____/s/_____
Brian Candela
Electronic Signature of Person Making Request
Brian Candela, Assistant Corporation Counsel

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125



TELEPHONE
(203) 854-7750
FACSIMILE
(203) 854-7901

September 18, 2024

The Honorable Harry W. Rilling, Mayor
and Members of the Common Council
Norwalk City Hall
Norwalk, Connecticut

Re: **Resolution re Sportech Venues, Inc. d/b/a Winners**

Honorable Mayor and Common Council Members:

Sportech Venues, Inc. d/b/a Winners ("Winners") is an off-track betting location at 24 Burnell Boulevard, Norwalk, Connecticut. Due to the legalization of online gaming/sports betting, Winners is modifying its business operations and is seeking approval from the Common Council to be open on Sundays.

Under Connecticut law, off-track pari-mutual wagering needs approval from the local legislative body in order to be open on Sundays. See, General Statutes § 12-574a(c) ("[n]o licensee authorized to operate the off-track betting system may conduct any off-track pari-mutual wagering on any racing program on any Sunday without the prior approval of the legislative body of the town in which such off-track betting facility is located.").

This resolution seeks approval and authorization from the Common Council to allow Winners to be open on Sundays for pari-mutual wagering at its location at 24 Burnell Boulevard in Norwalk, Connecticut (pursuant to General Statutes § 12-574a(c)).

Thank you for your consideration of this matter.

Very truly yours,

Brian Candela
Assistant Corporation Counsel

Norwalk Memo

August 27, 2024

Property: 24 Burnell Blvd, Norwalk, 06850,**Background**

Sportech is a global betting and technology company, previously operating in 40 U.S. states and over 30 countries, handling approximately \$1 billion in monthly transactions related to horse racing and charity raffles. Following the sale of certain major operations, Sportech has concentrated its efforts on enhancing its business in Connecticut, with headquarters in New Haven.

Sportech employs approximately 200 people in Connecticut, the majority of whom are licensed by the Department of Consumer Protection (DCP). Over the past 15 years, the company has invested over \$15 million in the state, creating more than 100 jobs.

Sportech owns the Winners venue in Norwalk at 24 Burnell Blvd, which is currently undergoing improvement renovations, including new TVs, upgraded bathrooms, and interior and exterior repainting.

Sportech operates nine locations across Connecticut, including Bobby V's in Stamford and Windsor Locks.

Following the retirement of Ted Taylor, Richard McGuire, Chairman and CEO of Sportech, has taken over leadership. Richard, licensed by the DCP and previously by 40 U.S. states, also held an SEC license during his tenure as Managing Director at Citigroup. He lived in Stamford before the COVID-19 pandemic. Scott Symonds, based in New Haven, manages Sportech's pari-mutuel/horse racing business and has extensive experience in this industry across Connecticut. He is also licensed by the DCP.

Norwalk Operations and Sunday Opening

The physical retail sector faces increasing challenges, and Sunday operations have become crucial for maintaining consumer engagement and providing adequate service. While online services, including Sportech's, offer alternatives, a shift towards online over physical attendance could jeopardize job growth and local economic benefits.



Sportech, Inc.
600 Long Wharf Drive
New Haven, CT 06511
USA
sportechplc.com
sportech.net

Sportech has operated in Norwalk for over 10 years, but the Norwalk location is the only one not currently open on Sundays. Sportech has Planning & Zoning approval and the State has no objections to it opening on Sundays; however, if Sportech were to open on Sundays it could not offer its customers pari-mutuel or horse race wagering without approval from Norwalk's Common Council. If approved, Sunday operations would result in the hiring of approximately four new local employees.

When Winners originally opened in Norwalk unless you went to Winners you had to physically go to the race track or jai alai Fontan to place a wager. At that time, there were some that believed if Winners were unable to accept wagers on Sundays more citizens would attend church. However, today, because of the legalization of online wagering, anyone looking to wager on horse racing can currently simply go to any sports bar in Norwalk (all of which are open on Sundays) and place wagers on their phones (or they can wager from the comfort of their home on Sundays). Winners could even open on Sundays without Common Council approval without allowing customers the ability to place wagers at counters in the facility; patrons would still legally be able to use their cell phones and place wagers online through gambling applications. As a result of these changes in technology and the broad legalization of online gaming, Winners is at a substantial competitive disadvantage in Norwalk. Additionally, Norwalk loses revenue as a result of the current framework.

In addition to the creation of four new, local, jobs, the City would receive additional tax revenue from Winners being open on Sundays. The State imposes a 3.50% betting levy on all horse racing wagers, which represents approximately 27% of gross profit. The City of Norwalk receives 1.60% of the wagering handle from the State, and Sunday openings will support that, it is estimated that the City will receive around \$80,000 annually from this location in Pari Mutual levy alone. This City does not receive any tax revenue from online wagering.



Sportech, Inc.
600 Long Wharf Drive
New Haven, CT 06511
USA
sportechplc.com
sportech.net

Proposal

Sportech is investing in its current portfolio of nine locations and plans to add two more. Sunday operations are essential for any retail consumer business, especially in the sports sector.

When Sportech first opened in Norwalk, customers had to visit a physical location, such as Winners, a racetrack, or a jai alai venue, to place a wager. However, technology and legislation have significantly evolved since then. Today, Connecticut residents can place sports bets and pari-mutuel wagers online from anywhere, including on Sundays. This makes it even more critical for Sportech to offer Sunday operations for pari-mutuel wagering in Norwalk.

Sportech is open on Sundays at all other Connecticut locations and asks the City Council to propose and approve a resolution allowing Winners to be open on Sundays for pari-mutuel off-track betting in Norwalk.

Current other Sportech Locations in Connecticut
Stamford, Milford, New Haven, Waterbury, Manchester, Hartford, Windsor Locks & New Britain

Thank you for your time

Richard McGuire
Executive Chairman

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST:

(Note - Agenda closes 12:00 PM on the Thursday before the Council meeting.)

September 19, 2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Lamond Daniels, Community Services Department

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Community Services

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? –

Community Services on 9/18/24

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with Mid-Fairfield Child Guidance Center, Inc., for continued in-home Mental Health and Family Support services for Public School children under the Community Services Department for the period July 1, 2024 to June 30, 2025 in the amount of \$200,000 Account# 012010-5298 and \$100,000 Account# 132010-5796-ACS03.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):



Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.

Amended 4/13/84

FOURTH AMENDMENT TO AGREEMENT

ELL School Based Initiative

THIS FOURTH AMENDMENT TO AGREEMENT, effective as of June 30, 2023 (the "Effective Date") is made and entered into by and between the **CITY OF NORWALK** (the "City"), a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Harry W. Rilling, its Mayor, the Norwalk **BOARD OF EDUCATION** the ("Board of Education"), a public school district organized and existing under the laws of the State of Connecticut and acting herein by Dr. Alexandra Estrella, its Superintendent (collectively, the Board and City hereinafter referred to as the "Public Parties"), and the **MID-FAIRFIELD CHILD GUIDANCE CENTER, INC.** d/b/a Mid-Fairfield Community Care Center ("Mid-Fairfield") a corporation organized and existing under the laws of the State of Connecticut, with a principal place of business at 100 East Avenue, Norwalk, Connecticut, acting herein by Alice Forrester, its Chief Executive Officer. The Public Parties and Mid-Fairfield may be referred to collectively herein as the "Parties."

WITNESSETH:

WHEREAS, the City, Board of Education and Mid-Fairfield entered into that certain contract dated January 1, 2020 (the "Initial Agreement")

WHEREAS, the City, Board of Education and Mid-Fairfield amended the said Initial Agreement pursuant to the First Amendment thereto with an effective date of January 1, 2021 (the "First Amendment");

WHEREAS, the City, Board of Education and Mid-Fairfield further amended the Initial Agreement pursuant to the Second Amendment thereto with an effective date of July 1, 2021 (the "Second Amendment");

WHEREAS, the City, Board of Education and Mid-Fairfield further amended the Initial Agreement pursuant to the Third Amendment thereto with an effective date of July 1, 2023 which was a scrivener's error and the Parties hereto acknowledge and agree correct effective date is July 1, 2022 (the "Third Amendment");

WHEREAS, Initial Agreement, First Amendment, Second Amendment and Third Amendment collectively referred to as the "Agreement;"

WHEREAS, the City of Norwalk, the Board of Education, and Mid-Fairfield desire to extend the Agreement until June 30, 2024, upon the terms set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained, the parties agree as follows:

A. **RECITALS.** The above Recitals are true and correct and are a part of this Amendment.

B. **DEFINITIONS**. Except as otherwise provided in this Fourth Amendment, the capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

C. **AMENDMENT TO THE AGREEMENT**. As of the Effective Date of this Fourth Amendment, the Agreement is hereby amended or modified, *mutatis mutandis*, as follows:

1. The term Board is hereby deleted from the 3rd Whereas clause.
2. Section 1.12 of the Agreement is replaced with the following:

1.12. The terms “Students” shall mean pre-kindergarten through high school students whose primary residence is in Norwalk.

3. Section 3.2(a) of the Agreement is hereby amended by added the following:

If the Student is not a Student enrolled in the Norwalk Public Schools, referral shall be initiated by the social worker at the school the Student is attending.

4. Section 3.3 of the Agreement is hereby amended by added the following subsection (d):

Nothing in Section (a) through (c) of this Section 3.3 shall require collaboration or coordination with, or reporting to, the City and/or Board concerning Students who are not Students enrolled in the Norwalk Public Schools.

5. Section 4.1 of the Agreement is hereby amended by added the following:

4.1 Except as otherwise provided in this Agreement, the City shall compensate Mid-Fairfield for performance of the Program Services under this Agreement *during the Fourth Extension Term* in a maximum amount not to exceed the sum of THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-SIX DOLLARS AND 00/100 CENTS (\$399,996.00) payable in accordance with the compensation schedule attached hereto as Exhibit C-4. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by Mid-Fairfield in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

6. Section 4.2 is hereby replaces phrase Article 3.3(b) as used therein with Article 3.3(c).

7. Section 5 of this Agreement is hereby amended to extend the Term from June 30, 2023 through June 30, 2024 (the "Fourth Extension Term").

D. **GENERAL PROVISIONS.**

1. This Fourth Amendment shall be effective on the Effective Date set forth above.

2. Except as expressly provided in this Fourth Amendment, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. Except as expressly provided in this Fourth Amendment, Mid-Fairfield shall perform the Services on the same terms and conditions pertaining to the Services in the Agreement. On and after the Effective Date of this Fourth, each reference in the Agreement to "this Agreement," "the Agreement," "this Contract," "the Contract," "hereunder," "hereof," "herein," or words of like import and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement will mean and be a reference to the Agreement as amended by this Fourth Amendment.

3. This Fourth Amendment may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

[Signatures follow on next page]

**THE MID-FAIRFIELD CHILD
GUIDANCE CENTER, INC.**

DocuSigned by:
Alice Forrester
606A22508DFB4CA...
By: Alice M. Forrester, Ph.D.
Its Chief Executive Officer
Duly Authorized
Date Signed: 8/28/2023

Witness: _____
Name: _____
Witness: _____
Name: _____

NORWALK BOARD OF EDUCATION

By: Alexandra Estrella, Ph.D.
Its Superintendent
Duly Authorized
Date Signed: 9/7/2023

Witness: Maura Perone
Name: _____
Witness: _____
Name: _____

CITY OF NORWALK

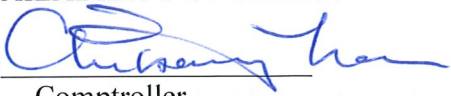
By: Harry W. Rilling
Harry W. Rilling
Its Mayor
Duly Authorized
Date Signed: 9/13/23

Witness: Sally Johnson
Name: _____
Witness: Brianna Palmer
Name: Brianna Palmer

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 

Comptroller

Date: 09/12/2003

Schedule C-4 Compensation Schedule

A. Compensation: The City shall compensate Mid-Fairfield for each month of Mid-Fairfield performance of the Program Services based on the following schedule:

(i) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from July 1, 2023 until July 31, 2023.

(ii) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from August 1, 2023 until August 31, 2023.

(iii) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from September 1, 2023 until September 30, 2023.

(iv) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from October 1, 2023 until October 31, 2023.

(v) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from November 1, 2023 until November 30, 2023.

(vi) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from December 1, 2023 until December 31, 2023.

(vii) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from January 1, 2024 until January 31, 2024.

(viii) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from February 1, 2024 until February 28, 2024.

(ix) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from March 1, 2024 until March 31, 2024.

(x) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cent (\$31,958.33)** for the performance of Program Services under this Agreement for the period from April 1, 2024 until April 30, 2024.

(xi) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from May 1, 2024 until May 31, 2024.

(xii) **Thirty One Thousand Nine Hundred and Fifty Eight Dollars and 33/100 Cents (\$31,958.33)** for the performance of Program Services under this Agreement for the period from June 1, 2024 until June 30, 2024.

Compensation payments shall be due Mid-Fairfield on a monthly basis on Net 45 payment terms.

B. Reimbursement: The City shall reimburse Mid-Fairfield for verified expenses it incurs to support families with such things as food, clothing, utilities (heat/electricity), transportation, child care, deposits for housing, etc. in an amount not to exceed **Sixteen Thousand Four Hundred Ninety Six Dollars (\$16,496.00)**. Each such expense shall be identified by the care coordinators and/or the clinicians as an emergency need of a Student and shall be approved by the Program Manager. No such expense shall be incurred without prior written authorization by the City. Such funds shall generally be reserved for emergency situations or for resources that are not available in the community at the time of need for the family.

THE ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE COMMON COUNCIL

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

VII.E.

**TO: MEMBERS, ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE
COMMON COUNCIL**

FROM: STEPHEN IVAN, HOUSING DEVELOPMENT PROJECT MANAGER

RE: PY98 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

DATE: SEPTEMBER 12, 2024

Norwalk's Consolidated Annual Performance and Evaluation Report (CAPER) is a review of the CDBG program for Program Year 49 (July 1, 2023 - June 30, 2024). In keeping with the City's *Citizen Participation Plan*, the CAPER has been made available for public comment between September 3, 2024 and September 17, 2024. On September 5, 2024 the Redevelopment Agency will host a public hearing for the CAPER to meet public participation requirements. Comments received before the September 17th deadline or at during the public hearing will be documented and presented at the September 19, 2024 Economic and Community Development meeting. A draft of the PY49 CAPER is provided as an attachment and also available for viewing at the following link.

<https://www.norwalkct.gov/1412/Community-Development-Block-Grant>

Resource Narrative

In PY49, the total resources made available to the City was \$1,001,561 which included the 2023 HUD CDBG allocation of \$843,561 and prior year program income of \$158,000. This report details the use of CDBG funds over the course of the PY49 (July 1, 2023 through June 30, 2024) grant period. The City expended \$1,164,256.96 during the program year and funds were used to increase quality and decent affordable housing through housing rehab, expand the technical capacity of local non-profit organizations, modernize public facilities and infrastructure, and increase available public services to LMI and special needs residents in Norwalk.

Achieving ConPlan Objectives and Strategies

PY49 is the fourth year of the five-year period of the 2020-2024 Consolidated Plan. A summary of achievements for goals listed in the PY49 Annual Action Plan, as well as cumulative achievements for goals listed in the Consolidated Plan are provided as an attachment.

ATTACHMENTS:

[DRAFT PY49 CAPER](#)

[Summary of Achievements](#)

ACTION REQUESTED: Authorize the Mayor, Harry W. Rilling to execute any and all documents for submission of the PY49 CAPER to HUD.



TO: MEMBERS OF THE NORWALK COMMON COUNCIL
MEMBERS OF THE ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE
COMMON COUNCIL

FROM: NORWALK REDEVELOPMENT AGENCY STAFF

DATE: SEPTEMBER 12, 2024

RE: EXTENSION OF CONTRACT FOR CDBG PROGRAM ADMINISTRATION

Overview

The existing five year contract between the City and the Redevelopment Agency to manage the CDBG program requires an extension to continue the management of the CDBG program by the Agency. Upon approval of the extension by the Common Council, Corporation Counsel will draft an extension agreement consistent with the existing contract that meets these purposes:

- The City will identify the Agency as the administrator of the City's annual CDBG entitlement and community development resources
- In this role, the Agency will remain administratively responsible for the management of the City's entitlement funds, but the funding allocation plan for the entitlement will remain the purview of the Common Council via an annual HUD-approved process
- This process will be conducted in accordance with the provisions of the Citizen Participation Plan in the current (2019-2024) and future (2025-2029) Consolidated Plan for Housing and Community Development
- The Agency will be responsible for reporting the outcomes of the funding distributed to the Common Council, Mayor and local stakeholders in accordance with HUD's reporting requirements
- After the five year extension period, the parties may choose to renew the contract for an additional five years. There is no restriction regarding the number of times the parties may renew the contract.

Action Requested

Authorize the Mayor, Harry W. Rilling, to execute an agreement for a five-year extension of the contract designating the Norwalk Redevelopment Agency as the administrator of the City's annual CDBG entitlement grant.



CITY OF NORWALK
Jessica Vonashek
Chief of Economic and Community
Development
jvonashek@norwalkct.gov
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee of the Common Council; Members of Common Council

FROM: Jessica Vonashek, Chief of Economic and Community Development

DATE: September 13, 2024

RE: Purchase of Harbormaster Replacement Boat

Project Overview

The City of Norwalk requires a reliable vessel for the state-appointed Harbormaster to effectively manage the Norwalk Harbor, Norwalk Islands, and a portion of the Long Island Sound. The current Harbormaster boat, which is over 20 years old, was found to have significant engine corrosion and structural damage to its fiberglass hull earlier this year. After a short-term repair estimated at \$8k to \$10k, primarily focused on engine replacement, it was determined that a long-term solution is necessary for health and safety reasons.

The City, working with the Harbor Management Commission and the Norwalk Police Department Marine Unit, has decided to procure a 23' PackMan welded aluminum high-speed landing craft, 2024 production model Munson. This boat will ensure the Harbormaster can continue daily operations essential to public safety and waterway management.

Cost and Timeline

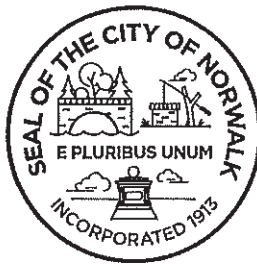
The total cost for the new vessel, including the boat, motor, trailer, and delivery, is \$198,149. The boat is expected to have a lifespan of 20 to 30 years, and the estimated production time is 12 to 18 months. The project contract will be presented to the Economic and Community Development Committee and the Common Council in September 2024, with the expectation that the legal team and Mayor's Office will execute the contract by late September. The final payment for the boat will be completed by December 31, 2026.

Operational Impact

The Harbormaster will use the new vessel daily to oversee harbor operations, with a particular focus on safety and management of the Walkbridge Project for the next five to seven years. This includes oversight of both commercial and recreational harbor traffic, such as the oyster boat, the rowing team, and transient moorings, along with responsibilities tied to the management of the Norwalk Islands. Given the critical nature of these tasks, ensuring the Harbormaster has access to a reliable vessel is essential to maintaining the health and safety of all harbor users.

ACTION: Authorize the purchase of a 2024 PackMan Landing Craft for the Harbormaster from Munson Boats in an amount not to exceed one hundred ninety-eight thousand, one hundred forty-nine dollars (\$198,149) via sole source procurement.

ACCT: 134010-5796-AEC26



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/12/2024

DEPARTMENT: ECD

Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive Quotations (§3-204), Informal Competitive Request for Proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	1	The item is available only from a single source (justification is attached). The provisions of this regulation apply to all sole source procurements unless emergency conditions exist as defined by Purchasing Guideline on Emergency Procurements
☐	2	After solicitation of several sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☒	3	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☒	4	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote, and the contract/agreement number) GSA Contract
☐	5	The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency contingency is attached). Please forward this form and supporting documentation within 48 hours of the Emergency
☐	6	Other, please explain:

TOTAL COST: \$198,149.00 MUNIS Account: 134010-5796-AEC26

VENDOR: Munson Boats, 15806 Preston Place, Burlington, WA, USA, 98233

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	☒	Supports	<i>[Signature]</i>
Purchasing Agent Name	☐	Does Not Support	Department Head Name
Date	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date <u>9/12/2024</u>

JUSTIFICATION:

See attached memo.

Purchasing Agent Comments: All the vendors quoted from US General Services Administration (GSA) , see each individual quote for the GSA contract #.

ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): 2

Vendor 1: Metal Shark, \$326,609.86

Vendor 2: Silver Ships, \$295,749.00

EMERGENCY: Explain in detail the nature of the emergency



15806 Preston Place, Burlington WA USA 98233
Phone: 360 707 2752 Fax: 360 757 2442
www.munsonboats.com Jesse@MunsonBoats.com

April 25, 2024
Specification And Quotation
For One
23' PackMan Landing Craft
For
City of Norwalk
Contact: Owen Lee
Phone: 718-809-9776
Email: olee@norwalkct.gov

OVERVIEW: The following describes a 23' PackMan welded aluminum high speed landing craft 2024 production model. Detailed drawings will be submitted for approval prior to construction. Boat shall exit the factory as a completed vessel, adhering to the following specifications. Pricing is based on raw material costs at time of quote. Pricing per GSA Contract Number 47QSWA22D006M. An asterisk (*) following a line item indicates a custom item.

GENERAL SPECIFICATIONS:

1. Hull Length: 23 feet
2. Beam: 8.5 feet
3. Transom Deadrise: 16 degrees
4. Person and Cargo Capacity: 2000 lbs
5. Propulsion: Single 250hp Yamaha Four Stroke Outboard Motor
6. Fuel Capacity: 75 gallons
7. Bow Door Clearance: 64 inches
8. Bottom Plating: 1/4 inch 5086-H116
9. Side Plating: 1/4 inch 5052-H32
10. Deck Plating: 3/16 inch 5052-H32
11. Centerline Vertical Keel (CVK): 3/8" x 4" 6061

HULL PACKAGE:

23' PackMan modified vee hull landing craft incorporating a 64" wide bow door.

Hull shall include two structural bulkheads; the forward collision bulk head shall be watertight, the aft bulkhead shall be limbered for drainage via bilge pump.

8" welded aluminum inspection hatches shall be installed to provide access to all below deck compartments.

Six (6) 10" welded aluminum cleats shall be installed. (3 Per Side)

A 3/4" aluminum double padeye shall be welded on centerline of the bow.

1/4" rolled plate, 7" radius bow corners shall be installed on the port and starboard sides of the bow door opening.

The transom shall be setup for outboard power and set at 103 degrees off baseline for proper outboard trim

The motor well shall be self-bailing via two 2.5" pipe drains running out through transom. Drains shall be equipped with rubber flappers to divert water from entering slop well when operating the boat in reverse.

The stern shall incorporate port and starboard corner rigging lockers, framing the motor well. Lockers will house batteries and fuel filter systems, and offer general storage. Both lockers will be outfitted with 3/16" welded aluminum weatherproof hatches with 1-1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

316 Series Stainless Steel fastening hardware shall be used throughout the vessel.

The hull shall incorporate a 2" pipe gunnel.

WELDING:

The hull and superstructure shall be constructed of marine grade aluminum and MIG welded throughout.

All weld seams in the hull shall be welded 100%, both interior & exterior.

A minimum of 15% helium / 85% argon inert shielding gas mix shall be used for all aluminum welding to ensure proper weld penetration and reduce the occurrence of weld porosity.

Welding shall be performed in accordance with American Welding Society Structural Welding Code for Aluminum.

All surface areas shall be shiny, mill finish, with no grind marks, splatters, or blemishes.

HULL OUTFITTING:

1 1/4" Sch 40 pipe safety railings shall be installed 32" above main deck along port & stbd sides from stern to midship.

Four (4) Open scuppers installed flush with the deck at midship and two (2) large pipe drains in the stern shall create a self-bailing main deck. Drains and scuppers shall be sized and installed in accordance with ABYC deck drainage requirements.

One (1) 1/4" x 4" Beaching wear plate shall be installed on the bow forefoot.

One (1) 26" wide side door shall be installed. Door shall swing inboard and forward in direction, and lock in the closed position.

One (1) Set of tie down rails shall be installed. Tie down rails consist of 1.25" sch 40 pipe installed above the main deck on port and starboard sides with 4" of clearance below the pipe.

Two (2) Diver's Dream Mini 2.25 lb. zinc anodes shall be installed on brackets that are welded to the transom.

BOW DOOR OUTFITTING:

A 64 inch wide drop down bow door shall be installed to enable personnel transport.

The hull shall incorporate port and starboard bow lockers framing the door opening.

A 12V Warn VRX-35 winch spooled with 50' of synthetic line shall be installed for opening and closing the bow door.

The winch cable runs through stainless steel cheek pulleys on each side of the door providing equal tension on both sides when opened and closed. Aluminum roller sheaves shall be installed on the gunnel.

The bow door shall be outfitted with two (2) 3/4" stainless steel positive locking pin to prevent the bow door from opening while underway.

A replaceable rubber gasket seals the bow door watertight when closed.

The inside face of the bow door shall be double plated for a smooth working surface.

Switches to operate the bow door shall be installed locally and at the main console.

FUEL SYSTEM:

A 75 gallon non-integral fuel tank shall be installed complete with fill, vent, 12V sender and fuel level gauge on console. Fuel tank shall be built from 1/4" plate, pressure tested to 4 psi and bolted into hull framing using doublers and stainless steel fasteners.

One (1) fuel filter/water separator shall be installed complete with shut off valve. Filter to be Racor 320 or equivalent.

Fuel system shall comply with U.S. diurnal emission standards.

12V 140 CFM bilge blower installed in fuel tank compartment.

CONSOLE:

A 52" wide console T-top shall be installed aft on centerline with 60" wide x 120" long roof.

T-top includes four (4) fixed windows with aft leaning windshields, an overhead radio bar, angled aluminum control console, and a flush mounted bolt on console access panel on the forward side of the console for ease of maintenance and future upgrades.

The aft side of the console shall include 3/16" welded aluminum weatherproof hatches with 1 -1/2" angle aluminum frame, key lockable 316 series Stainless Steel "T" handle latches, welded 100mm aluminum hinges with grease fitting and Stainless Steel pins, and 1/8" thick PORON neoprene hatch seal.

The T-top roof shall incorporate 1" pipe roof railings, and vertical grab rails on port and starboard sides.

Two (2) Cup holders shall be installed at the console.

A removable canvas enclosure shall be supplied to protect the pilot station.

Pipe ladder rungs shall be incorporated into the aft t-top supports to provide access to the roof.

Two (2) Bentley Tandem Patriot extra wide captain seats shall be installed at the console on welded aluminum seat boxes. Each seat incorporates a stationary arm, backrest and footrest. Welded aluminum access hatches shall be installed to provide access to the seat box storage compartment. Seat slides shall be installed when applicable to supply 7-1/2" of horizontal adjustment.

HEATING AND AIR CONDITIONING:

A Webasto AT2000 forced air diesel fired cabin heater rated for 7,000 BTU's shall be installed complete with thermostat and outlets for windshield defrost and cabin heat. Fuel to be supplied by a 5 gallon diesel tank.

DAVIT:

A 3" pipe davit rated at 500lbs. working load shall be installed. Davit is 80" high with 42" reach, swivels 360 degrees and is lockable every 90 degrees.

A maximum capacity plaque shall be installed on the davit.

A Warn DC800 lifting hoist shall be installed on the davit. The hoist shall be operated via a local up/down switch and spooled with 50' of 3/16" Amsteel line.

A glass-reinforced nylon open face snatch block rated at 700lbs. deadweight shall be supplied.

TOWING:

A 3" Sch 80 aluminum pipe tow bitt with 1" 316 stainless crucifix pin shall be installed aft on centerline. The towing bitt shall be sized to accept one round turn and three figure eight's of the towline.

A line parting knife shall be mounted in the vicinity of the tow bit.

STERN GUARDS AND PLATFORMS:

A fixed aluminum guard made from 2" aluminum pipe shall be welded to the transom to protect the outboard motor.

Small welded aluminum swim step with non-skid shall be installed on the port and starboard sides of the transom.

TRIM TABS:

9" x 12" Lenco electric trim tabs shall be installed. Control of trim tabs to be via tactile switch panel with integral LED trim tab position indicator.

ELECTRICAL SYSTEM:

The vessel's electrical system shall be 12vDC.

All electrical cable shall be marine grade copper tinned boat cable and labeled for each circuit.

Cables should be routed in wireways wherever possible. Wherever exposed to potential damage, cables shall be protected with rubber.

Electrical cable shall be sized in accordance with the American Boat & Yacht Council.

All electrical cables shall be marked in accordance with the markings in electrical drawings.

All electrical switches shall be of a heavy-duty type and properly insulated.

The electrical system shall be grounded. In any case the hull shall not be used as part of a galvanic feeding loop.

12V DC ACCESSORIES:

One (1) 12V 6 position waterproof distribution panel shall be installed on the console.

A pair of 12V self-parking windshield wipers shall be installed on the forward windshields. Each wiper assembly consists of a fully sealed, marine rated wiper motor fitted with a heavy duty pantographic wiper arm and matching blade.

One (1) 12V air trumpet horn shall be installed with momentary push button on dash.

One (1) 12VDC power receptacle with weather cover shall be installed.

One (1) Raw water wash down pump system shall be installed complete with spigot, 25' hose coil, and nozzle. Storage for the hose coil shall be supplied. Pump is a 5.0 gpm Jabsco "HotShot" or equivalent.

One (1) 12V 2200 GPH bilge pump shall be installed with auto float switch.

LIGHTING:

LED navigation lights shall be installed to USCG requirements.

12V LED red/white dome light shall be installed over the operator.

Two (2) Rigid Industries D-Series Pro 3" LED Flood lights shall be installed on the wheelhouse roof. Each is rated at 3168 lumens of output.

NAVIGATION ELECTRONICS:

A Garmin GPSMAP 8610xsv - 10" touchscreen chartplotter shall be installed. This includes local area maps, external GPS antenna, GT51M-TM transom mounted transducer (or equivalent) and NMEA 2000 network.

The GT51M-TM transducer supports traditional, SideVu and ClearVu sonar.

A Garmin GMR 18" Fantom solid-state radar dome shall be installed. This radar features a 50-watt, 48 nautical mile range with 5.2 degree beam width and variable rotation speed of up to 60rpm.

Solid-state radar provides advanced doppler-effect motion tracking capabilities, better resolution, and improved overall functionality over earlier generation radar systems.

The radar dome shall be mounted on a removable 3" diameter pipe mount.

A Garmin VHF 215 Marine Radio shall be installed complete with Shakespeare antenna and stainless steel adjustable antenna mount.

OUTFITTING AND SAFETY EQUIPMENT:

A carbon monoxide detector shall be mounted in the wheelhouse.

PAINT, GRAPHICS, AND MARKINGS:

Matson Industrial Floor Grip Non-skid deck coating shall be applied to all main deck walking surfaces. (Color- 223 Gray)

E-Paint anti-fouling bottom paint system with epoxy barrier coat applied to 4" above waterline. (Black as standard)

Top side of hull to remain bare aluminum finish.

Non-reflective vinyl graphics shall be applied. (Specifics to be determined after order has been received)

A U.S. Coast Guard rating placard shall be installed at the dash.

A bow door warning placard shall be installed adjacent to the bow door.

Bow door switch to be mounted on a bow door switch placard.

Secondary bow door switch to be mounted on a bow door switch placard.

PROPULSION:

A single 250 HP Yamaha four-stroke outboard engine (F250USB) with 30" shaft and stainless

steel propeller shall be installed.

Engine includes Digital Electronic Control (DEC) and integrated Digital Electronic Steering (DES).

A two-battery engine start bank shall be installed. Batteries are connected by selector switches, allowing the engine to be started via either battery or with both batteries in parallel.

The main helm station shall be installed with single-engine Digital Electronic Control (DEC) binnacle, CL5 digital touchscreen display, Electronic Key Switch (EKS) kit, and Digital Electronic Steering (DES) fixed helm.

The Electronic Key Switch Kit includes an emergency stop panel with lanyard, two key fobs and Yamaha's Y-COP theft deterrent system.

TRAILER:

Vessel shall include one (1) Tuff Trailer MTB7000SG 7,000lb capacity galvanized tandem axle bunk trailer complete with disc brakes on all axles, 2-5/16" ball receiver, manual strap winch, safety chain, heavy duty jack stand, DOT approved lighting, spare tire with carrier. Bunks to have strap notches to aid in picking the boat.

SEA TRIALS:

Vessel shall undergo testing (Sea Trials) after completion to verify proper function and performance of all systems.

SHIPPING:

Shipping of the completed vessel to Norwalk, CT shall be provided.*

Owner/Buyer to be responsible for any off loading charges.*

DOCUMENTATION & KEYS:

One (1) Operation & Maintenance Manual shall be supplied with the craft. Includes OEM technical literature for all supplied equipment, operator/safety instructions, as-built boat drawings, as-built electrical system drawings.

Vessel to include two (2) complete key sets. (Doors, Hatches, Ignition)

Original Bill of Sale and Manufacturer's Statement of Origin documents shall be delivered with the boat conveying free and clear title(s).

Total For GSA Items: \$201,706.00

GSA Discount (2.5%): \$5,043.00

Adjusted Price: \$196,663.00

Industrial Funding Fee (IFF): \$1,48600

Total Price For GSA Items: \$198,149.00

Total Price For Custom Items: \$7,750.00

TOTAL GSA PRICE, F. O. B NORWALK, CT:___\$205,899.00

For William E. Munson Company,

Jesse Munson, CEO



METAL SHARK

EVOLUTION THROUGH INNOVATION

6814 E Admiral Doyle Dr, Jeanerette, LA 70544, United States
Phone: +1 337-364-0777

PRICE QUOTE

Quote #: LBU8RN
Quoted By: Dean Jones
Date: 5/7/2024
Valid for (days): 365
GSA Contract: GS-07F-0362T

SOLD TO

Owen Lee
Norwalk, CT
Connecticut

SHIP TO

Owen Lee
Norwalk, CT
Connecticut

ITEM DESCRIPTION

QTY

Selected Boat

23 Relentless		1
Aluminum Alloy:	5086	
Beam (Inside Deck):	6' 4"	
Beam (Overall):	8' 6"	
Estimated Operational Draft:	1' 10"	
Fuel Capacity:	135 Gallons	
Full Load Weight:	7000 Lbs	
Height on Trailer (Mast Folded):	11' 7"	
Height on Water (Mast Folded):	8' 3"	
Height on Water (w/ Antennas):	16' 2"	
Length (Hull):	23' 7"	
Length (Inside Deck):	16' 6"	
Length on Trailer:	32' 3"	
Length w/ Engines & Engine Bar:	26' 10"	
Lightship Weight:	5400 Lbs	
Max HP:	400 HP	

Engine Selection

Mercury Single 350 HP Outboard (V10 Verado)		
Engine(s)		1
Engine Rigging and Controls: Digital		1
Key & Kill Switch with Lanyard		1
Engine Instrumentation: Digital		1
Engine Data integration with Navigation Electronics		1
Power Assisted Hydraulic Steering w/ Tilt Helm		1
Propellers: Stainless Steel		1

Propulsion Systems

Fuel Tank: Welded Aluminum, EPA-Compliant, with Vent, Fill, & Fuel/Water Separator (Single Engine)	1
Trim Tabs w/ Indicators	1

Accommodation Options

Full Canvas/Isinglass Enclosure Package with Canvas Zip/Roll Away Cover Feature		
Gray Canvas		1
Seat, Helm - Tier 2: Individual Folding Bolsters on Shock-Mitigating Pedestals, with Backrest, Grab Rail, and Horizontal Gun Storage Top-Access Lockers		
Light Gray - Upholstery		1
Seat, Forward Console with Padded Backrest and Storage Beneath		
Light Gray - Upholstery		1
Folding Radar Arch		1
Center Console (Full-Height) w/ Aluminum T-Top		

T-Top (Aluminum) includes Overhead Radio Pod, Rain Channels, Flag Staff with Storage, and Safety Grab Rails	1
Center Console with Integrated Full-Height 3-Pane Fritted Glass Windshield and Fixed Position Footrest	1
Windshield Wiper with Washer	1
Console Grab Rails	1
Cup Holders, Expanded Size (2) with Drain	1
PORT Helm, Dash Panels: Custom, Powder Coated, with Illuminated Panel Lighting (Dimmable)	1
<u>Coatings, Colors, and Markings</u>	
Blackout Matte Finish Anti-Glare Coating (T-Top Underside [where applicable] and Upper Dash)	1
Bottom Paint (Black)	1
Hull Side Lettering and Decal Package (Size 8" Single Color Vinyl) (Fill Custom Text) - Lettering/Striping, and Colors TBD	1
Non-Skid Decks and Gunnels with Break-Up Pattern Black (610) - Fine	1
<u>Commercial/Heavy Duty/Deck Options</u>	
Anchor Locker: Aluminum Gasketed Hatch with Locking Latch	1
Cockpit: Self-Bailing with Oversized Scuppers	1
Metal Shark Logo Plates - Cast Aluminum (2)	1
Hardware: 316L Stainless Steel Throughout (where applicable)	1
Stern Lockers (Port/Stbd)	1
Bow and Stern Eyes: Heavy Duty Welded	1
Bow Bitt: Heavy Duty Welded	1
Bow Step, Folding SS	1
Cleats, (6) 10" Aluminum Welded	1
Dive Ladder Upgrade (Adjustable High-Capacity Rescue Ladder)	1
Dive Relief Cutouts (Port/Stbd)	1
Rails: Bow, Low Profile Welded Aluminum, Horizontal	1
Hatch, Bilge Access: Watertight Compression	1
Hatches, Storage: (HDPE) High-density polyethylene; includes Latching Hatches with Gasket and Vents (Console, Leaning Post, and Stern Locker Hatches)	1
Collar: WING Closed-Cell Foam with Heavy Duty UV protected Urethane Sheath, and Center Rub Strake Light Gray - Collar	1
Collar Repair Kit	1
Foam-Filled Hull: Where Applicable (Poured)	1
Tow Post with Cross Pin	1
Davit, Electrical with Dual Sockets (Includes Upgraded Battery System)	1
Engine Protection Bar (With Horns)	1
Tie-Downs (4), Recessed	1
<u>Lighting</u>	
Lights, Courtesy: Low-Level Red LED Deck Lights and LED Console Light	1
Lights, T-Top Overhead, Red/White LED (where applicable)	1
Lights, Flood LED (4) - Forward, Aft, Port, & Stbd	1
Spotlight, Basic (GoLight or Equal)	1
Emergency Light Flashers: (2) Flush Mount LED, Facing Aft BLUE	2
<u>Electrical</u>	
Battery System, Dual: Single Engine & House Bank: Optima Batteries (2), Charge Isolators, Push to Reset Breaker System, Independent Battery Switches with Emergency Parallel, and Military Wiring	1
12V T-Top Fans (2)	1
12V/USB Receptacles (2) (Located on Dash)	1
Loudhailer/Siren/Control Package	1
Horn - Flush Mount Electric	1
<u>Electronics and Navigation</u>	

Compass w/ Dimming Capability	1
Add Dome Radar to Electronics Package (18"/4kW)	
Garmin	1
Electronics Package Level 2: 12" MFD, GPS, Heading Sensor, & Sonar Package (Dual Transducer)	
Garmin	1
VHF Radio w/ RF & GNSS Antennas	
ICOM M330G	1
<u>Outfitting, Safety, Rescue, and Specialty Equipment</u>	
Steering Wheel, Stainless Steel with Power Knob	1
Anodes, Hull: Material Determined by Water Type	1
Bilge Pumps (2) 2000 GPH w/ Dash Switch & Auto Float Switch	1
Fire Extinguishers (2)	1
Life Ring with Mount	1
<u>Fire Fighting</u>	
<u>CBRNE</u>	
<u>Trailers and Cradles</u>	
Light Commercial Duty Aluminum Trailer w/ Torsion Axles, Brakes, Boarding Ladder, LED Lights, Tiedown Straps, Spare Tire and Rim	1
<u>Packaging and Delivery</u>	
Transshield Shipping Cover	1
Delivery, CONUS	1
<u>Training, Testing, Sea Trials, and Special Services</u>	
<u>Spares</u>	
<u>Documentation</u>	
Boat Information Book	1
Custom Label Placards Kit	1
OEM Manuals Binder	1
Project Approval Drawings Package	1
<u>Customer Supplied Equipment</u>	
<u>Custom Request</u>	
Custom Requests	1
- Upgrade Outboard to Yamaha 300 Digital Add Webasto Heater	
<u>Notes & Instructions</u>	

TOTAL BEFORE TAXES AND DISCOUNT \$326,609.86

Discount: (\$0.00)

TOTAL BEFORE TAXES \$326,609.86

Sales Tax: \$0.00

State Surcharges: \$0.00

SINGLE BOAT TOTAL \$326,609.86

TOTAL QUANTITY OF BOATS ON ORDER 1

TOTAL ORDER AMOUNT \$326,609.86

1.) Payment: Due 30 days after delivery of the vessel. Any amount due hereunder that is not paid when due shall bear simple interest at a rate of 1.0% per month.

2.) Schedule: Quoted delivery time is subject to confirmation at time of actual order, as delivery times are approximate and may change. Metal Shark utilizes Engineer-to-Order manufacturing and as such delivery, shipping, installation, or performance dates indicated in this Quote/Proposal are estimated until the actual time of order based on receipt of existing orders.

3.) Delivery Date: Purchaser agrees to extend the Delivery Date for actual business days of delay attributable to the following permissible delays: natural events outside of Builder's control; delays in delivery of material and equipment; or Purchaser failing to provide timely approvals or furnished equipment, or providing incomplete furnished equipment.

4.) Warranty: Builder warrants that the vessel and its components, under normal use and service, will be free of defects in material or workmanship for a period of one (1) year from the delivery of the vessel. Builder also warrants that the hull, deck, and console of the Vessel will be free from structural degradation for a period of ten (10) years, if maintained properly.

5.) Specifications: All dimensions, weights, and capacities shown are reflective of base boat with standard equipment and are shown for comparison purposes only. These specifications are subject to change based on many factors including vessel configuration and equipment selection. Please confirm actual specifications with your Metal Shark sales representative.

6.) Accuracy of Information: As Metal Shark is dedicated to continual product improvement, the specifications, standard features, optional equipment, and model availability of our boats are subject to change without notice. Pricing is valid for the date shown on this quote and is otherwise subject to change without notice. Contact your Metal Shark sales representative for the latest pricing.

7.) Undisclosed Costs: Metal Shark reserves the right to adjust pricing to cover unanticipated cost impact from customer terms and conditions; and any fee or other expense mandated by the customer or the customer's governing entity and not disclosed prior to quoting.

QUOTE ACCEPTED BY

Printed Name: Norwalk Harbormaster

Signature: _____

Date: 5/7/2024

Salesperson: David Hunt
 Email: dhunt@silverships.com
 Phone Office: (251) 459-8320
 Phone Cell: (251) 472-7290



Quote Number 2617
 Quote Date 05/03/24
 Quote Expires 06/02/24

Customer: Town of Norwalk
 email: olee@norwalkct.gov

GSA Contract Number:
 47QSWA18D009G

FSS	Part	Description	Government Price	Qty	Extended
Base Boat					
GSA	EX24CB	Explorer 24 Cabin	\$ 172,710.00	1	\$ 172,710.00
Propulsion Engines					
Open Mkt	Y-F250XSB	Yamaha F250XSB, Offshore 4.2L Intrgrtd DES, Shaft Length - 25", DEC	\$ 27,492.00	1	\$ 27,492.00
GSA	SUZ-DF200AP	Suzuki DF200AP, 25, SPC, NB	\$ 15,774.00		\$ -
GSA	ERC-1200002	200XL SeaPro DTS 25, DTS	\$ 16,026.00		\$ -
Propulsion Installation					
Open Mkt	PYAM01	Single Outboard Engine Rigging Kit and Installation, Yamaha	\$ 15,580.00	1	\$ 15,580.00
GSA	PSZK01	Single Outboard Engine Rigging Kit and Installation, Suzuki	\$ 11,590.00		\$ -
GSA	PMER01	Single Outboard Engine Rigging Kit and Installation, Mercury	\$ 12,445.00		\$ -
Painting and Graphics					
GSA	PAINT4	Anti-Fouling (Unpainted Boat)	\$ 186.00	24	\$ 4,464.00
Hull Options					
GSA	HU0012	Bow Gate upgrade for Explorer Series Boats - Electric (Winch)	\$ 9,120.00	1	\$ 9,120.00
GSA	HU0030	Engine Guard	\$ 1,178.00	1	\$ 1,178.00
GSA	HU0040	Heavy Duty Tow Post, Small	\$ 798.00	1	\$ 798.00
GSA	HU0060	Push Knees 20' - 29'	\$ 2,907.00	1	\$ 2,907.00
GSA	HU0086	Lenco Trim Tabs	\$ 2,774.00	1	\$ 2,774.00
Console and Seating Options					
GSA	CAS017	Upgrade one Bostrom Suspension Seat to Shockwave S5 with Flip Up Bolster Seat	\$ 2,375.00	2	\$ 4,750.00
Electrical Systems DC					
GSA	EDC003	Courtesy Light Package - 4 Hella Round (Black Housing / Red Light)	\$ 551.00	1	\$ 551.00
GSA	EDC009	Flood Light - Lumitec CapreraLT 1000 Lumens	\$ 399.00	4	\$ 1,596.00
GSA	EDC014	Electric Remote Searchlight - Golight Stryker LED 320,000 Candela	\$ 1,140.00	1	\$ 1,140.00
GSA	EDC021	Light Package - Eight Whelen ION Series Super LED, (color TBD)	\$ 1,900.00	1	\$ 1,900.00
GSA	EDC026	Siren Hailer Package - Whelen WPA-3 Control Head, WPA 112 Amp and Speaker	\$ 2,489.00	1	\$ 2,489.00
GSA	EDC031	Cabin Fan - Maradyne 3000 Series Heavy Duty Steel	\$ 380.00	2	\$ 760.00
Electrical Systems AC					
GSA	EAC043	Espar Airtronic D4 Diesel Cabin Heater	\$ 9,101.00	1	\$ 9,101.00
GSA	EAC000	30A Shore Power System, for boat without Generator	\$ 2,774.00	1	\$ 2,774.00
GSA	EAC031	Two Bank Battery Charger 36A	\$ 1,045.00	1	\$ 1,045.00
Communications and Navigation					
0	0	Installation of Customer Furnished Equipment	\$ -		\$ -
GSA	CAN002	Installation of CFE - UHF/VHF/AIS	\$ 1,102.00	1	\$ 1,102.00
0	0	Garmin Navigation Systems	\$ -		\$ -
GSA	CAN104	GPSMAP® 8610xsv w/ transom mount transducer	\$ 6,536.00	1	\$ 6,536.00
GSA	CAN128	Garmin Add on Thru-Hull (Depth/Temp only)	\$ 532.00	1	\$ 532.00
0	0	VHF Communications	\$ -		\$ -
GSA	CAN263	Standard Horizon GX2400 VHF Standard Matrix AIS/GPS Black	\$ 1,805.00	1	\$ 1,805.00
Safety and Outfit Packages					
GSA	SAF009	Thern First Mate 850 Davit w/manual winch	\$ 6,631.00	1	\$ 6,631.00
GSA	SAF017	Stainless Telescoping Boarding Ladder (4-Step)	\$ 646.00	1	\$ 646.00
Additional Options					
-	-	-	\$ -		\$ -
Trailer					
GSA	TRL-2510-2	Commercial Aluminum I-Beam Trailer, Double Axle, 10K Net Cap, 25ft Vessel	\$ 10,340.00	1	\$ 10,340.00
Delivery					
Open Mkt	DEL001	Legal Load - 8' 6" (Per Mile)	\$ 4.00	1257	\$ 5,028.00
Price Summary					\$ 295,749.00

Terms & Conditions

1. Delivery is TBD days after completion of design phase and customer approval of the final design.

2. Quote is for Delivery to Customer Location by Silver Ships, Inc.
3. Payment Terms are: 40% down payment with Order due before start of Design phase; 40% progress payment due upon completion of Metal Fabrication (net 15 days); final payment for remainder (plus any contract additions) due upon receipt of vessel. Non-payment of any progress payment will result in the stop of work, and therefore the delay of the delivery date.
4. Manufacturers Statement of Origin (MSO) for Boat (and trailer, if applicable) will be issued upon receipt of Final Payment. Exceptions to this Policy may be subject to additional processing fees.
5. Vendor Parts Numbers, Model Descriptions, Specifications and Availability are subject to change. Silver Ships, Inc. reserves the right to substitute equipment with components of equal quality or value.
6. This quotation does not contain Sales Tax, Value Added Tax, Tariffs, Fees, and/or other Government charges that Silver Ships, Inc. may be required to Collect and Remit to your Locality. Such Charges will be in Addition to the Total Provided on this Quotation. Any such charges shall be identified at the time of the Sale and Added to the Invoice if so Required.



CITY OF NORWALK
Jessica Vonashek
Chief of Economic and Community
Development
jvonashek@norwalkct.gov
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Members of the Economic and Community Development Committee of the Common Council; Members of the Common Council

FROM: Jessica Vonashek, Chief of Economic and Community Development; Steve Kleppin, Director of Planning and Zoning

DATE: September 18, 2024

RE: Document Digitization Project

Project Overview

The City of Norwalk is launching a project to digitize approximately 150,000 pages of documents from the Building and Planning & Zoning Departments, with the potential to include additional documents as needed. These documents, which range in size from 6 inches by 6 inches to 24 inches by 48 inches, are tied to the city's 50,000 parcels and include critical materials such as field cards, site plans, inspection reports, and building permits. The goal is to ensure that these essential records, some dating back to the early 1920s, are digitized for improved accessibility, organization, and preservation.

Document Prioritization

While the City has records for every property in Norwalk dating back to the 1920s, the project will prioritize the digitization of more recent field cards and building permits. These documents are most relevant for current city operations. Site plans and other older documents will be included later in the process. Due to the sheer volume of documents—potentially far exceeding the initial 150,000-page scope—the budget for this project is set at \$284,995.50, higher than the listed price to account for the almost limitless number of documents that could be digitized.

Vendor Selection

ARC Document Solutions LLC has been selected for their extensive experience in scanning municipal documents, particularly those related to complex parcel information. Their proven ability to manage large-scale digitization projects ensures that the documents will be processed with accuracy and efficiency. One key benefit of working with ARC Document Solutions is that the scanned documents will be immediately available for access, ensuring seamless continuity in city operations.

Funding Sources

This project will be funded through two sources: the American Rescue Plan Act (ARPA) and a capital request from Planning and Zoning in 2021. The ARPA funds, which must be utilized by 2026, will be prioritized to ensure timely use of this federal funding. The remaining budget will come from the 2021 capital request. This dual funding approach allows the City to proceed confidently, ensuring the completion of the project within financial and time constraints.

System Integration

The digitized documents will be integrated into the City of Norwalk's existing ONBASE Electronic Document Management System (EDMS), currently used by the Department of Public Works. This integration will allow city staff to retrieve and manage the digitized documents within a familiar system. However, as the city plans to move to a new Online Permitting Platform in the near future, a temporary digital repository may be used for up to 36 months to store and access the documents.

Project Objectives

The project's main objectives are to:

- Maximize the number of documents scanned within the city's budget while minimizing disruptions to city departments.
- Ensure the accuracy and quality of the digitized documents.
- Establish a consistent naming nomenclature for ease of retrieval.
- Provide a user-friendly interface for accessing digitized records.
- Ensure the digitization process meets American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM) standards.

Scope of Services

ARC Document Solutions LLC will carry out a series of detailed tasks to ensure the successful execution of the project:

- **Preparation Phase:** They will conduct a thorough inventory and assessment of the documents, establish a project plan and timeline, and prepare the documents for scanning by removing staples, repairing torn pages, and organizing them for processing.
- **Handling and Security:** The firm will implement strict security measures to protect the documents, ensuring that all records are safeguarded from loss or damage. An automated tracking system will be used for document retrieval throughout the process.
- **Digitization Process:** The documents will be scanned at 300 dpi resolution into searchable PDF files. ARC Document Solutions will implement Optical Character Recognition (OCR) to ensure the documents are fully searchable. Additionally, rigorous quality control checks will be performed to maintain the accuracy and clarity of the scanned documents.

Deliverables and Training

Upon completion, the firm will provide a fully digitized collection of documents, complete with a consistent naming convention as specified by the city. City staff will receive training on how to access and retrieve the digitized documents using the new system. Comprehensive user documentation will also be provided to guide staff through the procedures for accessing and utilizing the digital repository.

Project Management

ARC Document Solutions LLC will assign a dedicated project manager to oversee the entire digitization process, ensuring the project remains on schedule and that all objectives are met. Regular progress meetings will be held with city stakeholders to provide updates, address concerns, and ensure transparency throughout the project.

By selecting ARC Document Solutions LLC, the City of Norwalk is ensuring that the digitization process will be carried out with the highest standards of efficiency and accuracy. The immediate availability of the digitized documents will significantly enhance the city's document accessibility and operational efficiency.

ACTION: Authorize the Mayor, Harry W. Rilling, to enter an agreement with ARC Documents Solutions, LLC for document digitization and cataloging in an amount not to exceed \$284,995.50.

**ACCT: 133710-5796-AEC12
0922 3730 5777 C0801**

**CITY OF NORWALK
PURCHASING DEPARTMENT**



**SEALED RFPs MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06851
BY THE DATE AND TIME OF RFP OPENING**

PROJECT NUMBER:	4370
REQUESTING DEPARTMENT:	Economic and Community Development
DATE OF RFP ISSUANCE:	07/12/2024
TITLE OF RFP:	Document Scanning Services
RFI/QUESTION DEADLINE:	2:00PM 07/18/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 07/24/2024
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH: DATE, TIME, AND LOCATION OF WALKTHROUGH	YES () NO (X) N/A
TIME/DATE OF RFP OPENING:	2:00 PM 07/24/2024
RFP 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. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS**
- 3. EXCEPTIONS (IF ANY)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL RFPS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE THEMSELVES THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
 - b. EACH BIDDER MUST FULLY INFORM THEMSELVES OF THE CONDITONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT THEIR WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
3. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is requesting proposals from qualified vendors to assist the City scanning and indexing it's documents. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

3. ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

Bidder's list for this solicitation will not be published.

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Connors, Purchasing Agent at sconnors@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, July 18, 2024.

6. SUBMISSION OF RFP

The City of Norwalk requires **electronic sealed submission** for this project in the City of Norwalk's BONFIRE portal.

All sealed electronic submissions must be submitted in Bonfire no later than July 24, 2024, at 2:00PM.

7. SUMMARIES

A list of the proposing firms will be available any time after 5:00 pm on the day of the RFP opening at [Purchasing-Bid Postings](#). RFP results will not be provided over the phone.

CITY OF NORWALK

PURCHASING DEPARTMENT

SPECIAL NOTES:

1. **Public Opening:** Per the [City of Norwalk Purchasing Guidelines](#), Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines and shall be open for public inspection after contract award. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

The City of Norwalk is an Affirmative Action/Equal Opportunity Employer; Minority/Women's Business Enterprises are encouraged to apply

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The aim of this project is to digitize a collection of approximately 150,000 pages of documents provided by the City of Norwalk ("City"), with the possibility to scan additional documents as needed. The current documents vary in size from 6 inches by 6 inches to 24 inches by 48 inches. The scope includes establishing a naming nomenclature as provided by the city to ensure consistency and ease of retrieval.

2.2 Background

The City of Norwalk comprises of 50,000 parcels. The documents to be scanned are from the Building Department and Planning and Zoning Department. The variety of documents tied to each parcel can vary, but at a minimum it shall include five (5) sets of field cards. In addition to the field cards, the parcels may have site plans, inspection, and building permit documents to be scanned. All documents fall under public access and may contain sensitive information.

The City is currently utilizing ONBASE as its Electrical Document Management System (EDMS) to manage maps and documents for the Department of Public Works. As part of the digitization project, the digitized documents will be seamlessly integrated into the existing ONBASE system, although this integration is not necessary but preferred. This ensures that the newly digitized documents are easily accessible within the familiar ONBASE environment, allowing users to leverage the full functionality of the CMS for document retrieval and management.

The City is also looking to move to another Online Permitting Platform where these records will need to reside and be accessible. In the interim the City may consider a temporary repository for approximately thirty-six (36) months instead of the ONBASE system.

Project Objectives:

- The City to select a firm that has experience scanning documents for a municipality and general understanding the complex parcel documents.
- Value engineering to be able to get the most scanned within a limited budget and with minimal disruption to the department.
- Digitize approximately 150,000 pages of documents provided by the City, with the possibility to scan additional documents as needed.
- Ensure accuracy and quality of digitized documents.
- Establish a naming nomenclature as provided by the city for consistent file organization and retrieval.
- Have a user-friendly interface for accessing and retrieving digitized documents.
- Services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM).

Deliverables:

- Digitized collection of approximately 150,000 scanned pages of documents.

- Established naming nomenclature for the digitized documents as provided by the city.
- User documentation outlining procedures for accessing and utilizing the digital repository.
- Completed project documentation, including inventory reports, quality assurance records, and project management reports.

Project Timeline:

- The project timeline will be determined based on the scope and complexity of the digitization process. A detailed timeline will be developed during the preparation phase in collaboration with the City.

2.3 Scope of Services

A. Preparation Phase:

1. Conduct a thorough inventory and assessment of the documents to be digitized.
2. Establish a project plan and timeline for the digitization process.
3. Collaborate with the City to define the naming nomenclature for the digitized documents.
4. Procure all the necessary equipment and resources for the digitization process.
5. Firm and/or Contractor shall perform "Document Preparation" as necessary to scan all files. Preparation of documents to be scanned: this includes removing all staples and paperclips, repair all torn documents with non-reflective tape, straighten all folded plans and mount any irregular size memorandum on standard 8 ½ x 11 or 8 ½ x 14 paper and other wise make the documents ready for processing.

B. Handling and Receiving Requirements

1. It is critical that the Firm understands the required security of the documents. These documents are irreplaceable and must be safeguarded. Once the Firm and/or Contractor receives the documents from the City, they are responsible for the safekeeping. Firm and/or Contractor must secure materials in a secure, dry location and take great care in handling of fragile originals.
2. Safeguards against theft, loss, and/or damage must be maintained at the highest levels. The Firm and/or Contractor will be held responsible and fined up to \$500 for lost, stolen or damaged files, records and map documents. Also, no unauthorized reproduction or duplication of any files or records produced by the Firm and/or Contractor is permissible. These documents may contain sensitive security information such as building plans, intellectual property rights and other sensitive information. Once the documents are in the hands of the Firm and/or Contractor, they become solely responsible for the security of the documents.

3. The Firm and/or Contractor will inventory and acknowledge the receipt of all items received. It is intended that the Firm and/or Contractor will maintain an automated tracking system to allow for the retrieval of any document that is in process.
4. Any discrepancies between the City's Department's inventory transmittal and the items received by the Firm are to be resolved with ten calendar days. After scanning/digital image and indexing services have been completed and prior to returning records to the City, the Firm will be required to perform a final quality control step that compares the final output to the manifest that the City provided to the to ensure that every document has been digitized and indexed. The Firm will be required to provide to the City a report comparing the documents provided to the final output with each product delivery. The City will implement this process in conjunction with the Firm and is open to process re-engineering as suggested by the Firm.
5. Pick-up and Turnaround Time: The Firm will pick up City documents that are to be scanned to digital image and indexed from designated City sites; the Firm is responsible for the pick-up of the City documents themselves, the City will determine if it benefits the City.
6. The City and the awarded Firm and/or Contractor will mutually develop a procedure, as well as a pickup and delivery schedule.
7. The City will determine the pickup locations and shall also require the Firm and/or Contractor to schedule a regular pick up of documents to be scanned to digital image and indexed.
8. Transportation of City Documents: All City documents must be transported in closed, preferably climate controlled, vehicles. If magnetic media is involved, all items must be placed in magnetic protection containers within the applicable vehicles.

C. Digitization Process:

1. Scan each document using appropriate scanning equipment.
2. Ensure that scanned images are of high quality and resolution.
 - a. The documents will be scanned and indexed in the proper orientation at the industry standard of 300 dpi.
 - b. Optical Character Recognition (OCR) Services. This process shall provide an accurate conversion of image data into a searchable PDF format.
 - c. Scanned at the vendor's facility, at the City of Norwalk premises, or a combination of both.
3. Implement quality control measures to verify accuracy and completeness of scanned documents.
4. Organize digitized documents according to the established naming nomenclature.

5. Onsite Scanning Workroom: The City may wish to also explore having the Firm to prepare to set-up an onsite scanning workroom to reduce shipping and handling costs, reduce turnaround times, and to maintain security protocols.

D. Quality Assurance:

1. Conduct regular quality checks to ensure accuracy and completeness of digitized documents.
2. Address any discrepancies or issues identified during quality checks promptly.
3. All data must be preserved in a form identical to, or functionally equal to, the original record.
4. Scanned images shall be placed on a DVD and other industry approved devices for delivery to the City.
5. Each scanned image shall have a unique file name specified by the City.
6. Documents shall rotate to provide maximum readability (e.g. letters shall be in proper orientation when document is displayed without rotation.)
7. Firm and/or Contractor shall use 300 dpi or higher for those documents where it is required to meet the quality requirements.
8. The Firm shall not scan blank documents.
9. The firm shall perform a consistency check on 20% of the images. This shall include image clarity, orientation, and accuracy.
10. The Firm shall calibrate and maintain systems (maintain consistency of output as described in ANSI/AIIM MS44-1988 (R1993) Recommended Practice for Quality Control Image Scanners; ensure that scanning system is free from dust and other particles; maintain calibration through each shift; use appropriate technical targets and procedures as defined by manufacturer)
11. iReport and discuss any problem images that cannot be captured to meet benchmark specifications.
12. Inspect archived maps for quality and consistency
13. Post process digital images – (cropping, deskewing, despeckling, image rotation)
14. A document may consist of one or many pages and should be addressed as follows: If the document has more than one page this document must be scanned as a single file multi-page document.

E. Record Accessibility

1. The City will require designated City Staff to have access to original City documents supplied to the Firm for Scanning/Digital Image and Indexing Conversion Services in the event a document is needed. The Firm will provide the ability to locate and return to the City any original document that is in the possession of the Firm and/or Contractor within one (1) business day from the time of request by an authorized department staff person.

2. After the City has fulfilled its need the Firm shall also pick up these documents and return with them to the Contractor site to either complete the scanning/digital image and indexing process, whichever applies.

F. Data Management:

1. Establish a secure digital repository for storing digitized documents.
2. Implement backup and data protection measures to safeguard against data loss.
3. Develop a system for indexing and cataloging digitized documents to facilitate easy retrieval.

G. Training and Documentation:

1. Provide training to relevant staff members on accessing and retrieving digitized documents.
2. Develop user documentation outlining the procedures for accessing and utilizing the digital repository.

H. Project Management:

1. Assign a project manager to oversee the digitization process and ensure adherence to project timelines and objectives.
2. Conduct regular progress meetings with stakeholders to provide updates on the project status and address any concerns or issues.

2.4 Fees

To facilitate accurate planning, please provide a fee estimate based on the requirements outlined in the scope of work. This should include equipment procurement, labor costs, and any other project expenses.

Vendor invoices shall denote the number of scanned pages being billed for the current invoice as well as the total number of pages billed to date.

We encourage suppliers to provide pricing in ranges based on the number of pages to be scanned. Considering the possibility of scanning more pages, we believe this approach could potentially yield more favorable rates.

2.5 Funding Source

This project may be funded from ARPA funds. As a result of the ARPA funding source, the selected vendor will have to obtain an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

2.6 Proposal Submission Format

Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12-point font size, double sided, include page numbers and any blank pages must be watermarked "Intentionally Left Blank". Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City reserves the right to reject proposals/parts thereof or to solicit new proposal and award contracts as it deems tin its best interest. All proposals will remain property of the City. It is further understood and agreed that all information included in, attached to, or required by the Request for Proposal shall be public record upon delivery to the City.

To enable the City to compare the proposals received we ask that your proposal include the information specified below, the sequence listed, with each section of your proposal numbered to correspond to the numbers sequenced below.

Request for Proposal (RFP) shall include the following, in this order:

1. Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. This section shall include a concise statement of the consultant's approach to the project and a summary of the Consultant's ability to provide the required services. Also include in this section include the Name and address of firm(s) and identification and contact information of the Project Lead.
2. Project Team Organization and Staffing: Identification of Project Manager and all other team members – as well as any subcontractors to this project – and assigned duties.

The City reserves the right to interview and specify key staff members on this project.

3. Project Approach: A clear description of how your firm would complete this project, including scope and methodology. This section shall also include the following:
 - a. A detailed Work Plan Schedule, including estimated completion times for each milestone, and an overall timeframe for completion of project.
4. Technical Information: The following issues should be fully responded to in the proposal in concise narrative form, do not solely indicate 'Y' or 'No'. Each issue shall be referenced and presented in the following order:
 - a. Please provide a list of security measures your company follows to safeguard the information contained within your customer's documents; i.e., does your company use security badges for its employees, how often are your servers backed up, are background checks performed on your employees. Please elaborate.
 - b. Please provide your company's procedures for tracking inventory (customer's documents) once they are picked up from your customers. What tracking system do you use and how is it implemented? Please elaborate.
 - c. Please provide a list of equipment your company uses for scanning and indexing original to scanned images. Include the make and model number of the equipment, how many and the current version of scanning software being utilized. Also, explain your process of creating TIFF images and indexing. Please elaborate.

- d. Please include in this description the proposed hardware platform, supporting peripheral equipment, software tools and backup and recovery system used by your company.
- e. How many square feet are there in the storage facility where documents will be stored, scanned and indexing conversion services performed?
- f. What is the physical address of the facility where the documents will be stored, scanned and indexing conversion services performed?
- g. Please answer yes or no to the following requirements about the facility being used to perform scanning and indexing conversion services.

FACILITY INFORMATION		YES	NO
A	Air-conditioned facility		
B	Security alarm system		
C	Fire sprinkler system		
D	Will City records be above the floor in facility		
E	Facility fitted with Fire Suppression System		

- h. Does your company use its own vehicles to transport documents? Does your company transport the documents in closed vehicles? Are your vehicles air-conditioned?
- i. What method does your company use to straighten out the documents before scanning?
- j. The questions below ask each Form to provide the City turnaround times for various scanning and indexing conversion requests. The Firm and/or Contractor's response should include day of pickup and delivery. The amount of 50,000 documents used in the questions below is used for example purposes only and does not constitute the average City pick-up. The number of City documents to be picked up may be higher or lower depending on workflow at the time. The Firm and/or Contractor awarded the contract will be expected to meet or exceed the proposed turnaround times, if the Contractor awarded the contract cannot meet their proposed turnaround times, the City will have the option of canceling the contract.
 - i. Please provide the turnaround time for scanning 50,000 8 ½ x 11 documents, including prepping and indexing for conversion
 - ii. Please provide turnaround time for scanning 50,000 8 ½ x 14 documents, including prepping and indexing for conversion
 - iii. Please provide the turnaround time for scanning 10,000 map documents, including prepping and indexing conversion
- k. How is customer support handled within your organization?
- l. What is the name of your scanning/imaging product?
- m. How many years has it been available and what is the software version?
- n. The City requests the vendor to keep the City documents in a secure archival environment until the scanning/digital image and indexing process is complete. What is the estimated time your company will keep City records?
- o. Scanning On Site: Outline your firms' requirements if this project was to be completed onsite. Please include any minimum space, operational hours and technical support needed to perform on premises.

5. References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested

by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:

- a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
6. Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
7. Forms: Fully Completed Section 1 – Response Forms

2.7 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee may select the two or three firms that best meet the City's requirements. These firms will then be invited to represent their proposals to and respond to questions from the Selection Committee.

Following this selection process, the Selection Committee will make a recommendation to the Common Council Committee. Approval to enter into a contract has to be authorized by the Norwalk Common Council.

The City of Norwalk reserves the right to reject any and all proposals submitted, to request additional information from all proposers and to negotiate with one or more of the finalists regarding the terms of this engagement. The City of Norwalk also reserves the right to retain the proposals, use any ideas contained in the proposals and is not obligated in any manner to reimburse the proposers for the costs incurred in connection with responding to this Request for Proposals.

The Selection Committee intends to recommend the firm that, in its opinion, best meets the City's needs, not necessarily the firm with the lowest fees.

The anticipated selection schedule is as follows:

RFP Interviews	August
Common Council Committee Review	August/September
Common Council Review	August/September

2.8 Criteria for Evaluating Proposal Submissions

The City of Norwalk shall be responsible for reviewing the proposals received and will further evaluate them, using the following criteria. The City reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

Criteria	Weight
Qualifications and Experience: • Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team • Experience, resources and technical expertise with similar type/size project • Feedback from References with projects similar in size & scope	35%
Deployment and Delivery Times	20%
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation	15%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	30%
Total Possible Points	100%

2.9 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and

any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.10 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.11 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.12 Payment & Invoices

The proposer will bill the City of Norwalk based on the submission of monthly invoices in a format to be determined by the City.

2.13 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever;

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.14 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.15 Contract Agreement(s) and Contract Period(s)

The selected proposer will be required to agree to and sign a formal written contract between the City of Norwalk and the proposer, prepared by the Law Department of the City of Norwalk. A sample of the contract, is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

2.16 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.17 Duration of Proposals

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

2.18 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.19 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Consultant's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation: With respect to all operations the Consultant performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Consultant performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Consultant shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Professional Liability: The Consultant shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. Such insurance coverage shall remain in place for seven years after City's acceptance of Consultant's work, and if Consultant's insurance coverage is written on a "claims made" basis, such seven year requirement can be satisfied through a combination of an extended reporting period and tail coverage.

Acceptability of Insurers: The Consultant's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Consultant shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Consultant to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Consultant is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Consultant shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Consultant's Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Consultant and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Consultant's activities to be performed under this Agreement. Consultant's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: Consultant hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Consultant shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after

policy renewal.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

2.20 Data Protection Rider

Sample Data Protection Rider

The following section is a sample of the City's standard data protection rider which may be applicable and based on the completed IT vendor security questionnaire. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel.

INFORMATION PROTECTION AND DATA SECURITY RIDER

The Contractor agrees to the terms and conditions of this Information Protection and Data Security Rider ("Rider"). In the event of any conflict between the Agreement (including any other exhibits, schedules, riders, or hyperlinks to policies, terms or conditions referenced therein) and this Rider, the terms and requirements set forth in this Rider shall be controlling.

1.0. Definitions. Except as otherwise defined in the Agreement or this Rider, the following definitions shall apply:

1.1 **"Access and Use"** means access, receipt, use, disclosure, storage, handling and/or transmission.

1.2. **"Applicable Law"** means all applicable data protection, privacy and information security federal, state, local, and international laws, codes, regulations, rules and/or standards or binding restrictions governing the maintenance and processing of City Data, including, but in no way limited to, the Family Educational Rights an Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. 99, Health Insurance Portability Act of 1996, Pub. L 104-191, 110 Stat. 1936, Conn. Public Act No. 21-59, and Conn. Public Act 21-119.

1.3. **"Authorized Users"** means Contractor and those acting on the Contractor's behalf (e.g. employees, subcontractors and service providers) who have a legitimate business need to Access and Use City Data to enable Contractor to perform its obligations under the Agreement.

1.4. **"City"** means the City of Norwalk, including, without limitation, all its employees, departments, boards, commissions, committees, councils, taskforce, authorities, agencies, and other such governmental bodies thereof through which the City of Norwalk directly or indirectly operates or conducts business, whether created pursuant to statute, charter, ordinance, resolution, rule or otherwise. Without limiting the generality of the foregoing and by way of example and for purposes of clarity only, the term City shall include governmental bodies with independent boards or commissions such as the Norwalk Board of Education, Norwalk Parking Authority, Oak Hills Park Authority, and Norwalk Redevelopment Agency which the City of Norwalk indirectly operates or conducts business.

1.5. **"City Data"** means any and all documents, information and data: (i) that the City discloses, supplies, or provides the Contractor under, pursuant to, or in connection with the Agreement; (ii) the Contractor obtains, receives, or collects under, pursuant to,

or in connection with the Agreement; and/or (iii) that is maintained by the City, including, but in no way limited to, Protected Data, Marked or Labeled Data, or ITS Data.

1.6. “Data Breach” means any incident of Unauthorized Access and Use of City Data.

1.7. “Protected Data” or “Data Protection Laws” mean any information, including, without limitation, financial, student, medical, law enforcement or personal data, that is protected by Applicable Law. By way of example only, this term shall include an 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, user name or electronic mail address, in combination with a password or security question that would permit access to an online account, unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, any personally identifiable information subject to 34 C.F.R. 99, protected “health information,” as such term is defined in 45 C.F.R. 160.103, and personal information as defined in Connecticut Public Acts No. 21-59 and 21-119, as amended from time to time.

1.8. “Information Technology System” means all, and any combination of, information technology systems, software, computers, workstations, data and telecommunication systems, including all voice, data and video networks and communication lines, and other technology equipment used or held for use in connection with the operation of the City, including all databases, websites, e-commerce platforms, website content, and associated documentation used in connection with the operation of the City.

1.9. “ITS Data” means the Access and Use of City Data through the City's Information Technology System.

1.10. “Marked or Labeled Data” means City Data marked or labeled by the City as “confidential” or “proprietary” or any similar designation, or if not marked or labeled or if disclosed orally, should nonetheless be construed or understood under the circumstances to be “confidential” or “proprietary” or any similar designation.

1.11. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Agreement.

1.12. “Unauthorized Access” means Access and Use either not permitted by or in breach of this Rider or not compliant with Applicable Law.

2.0. Applicability.

2.1. Except as otherwise provided herein, this Rider shall apply to the Access and Use of City Data by the Contractor in the course of performing its obligations under the Agreement. In the event that the Contractor has executed a Business Associate Agreement (“BAA”), the requirements and obligations of the BAA shall apply to the extent that a Data Breach involves a breach of the Health Insurance Portability and Accountability Act (“HIPAA”).

2.2. Contractor shall not permit Unauthorized Access of City Data. With respect to all Access and Use of City Data by an Authorized User, said Authorized User’s acts and omissions shall be deemed the acts and omissions of the Contractor for purposes of determining Unauthorized Access pursuant to the terms of this Rider.

3.0. User Access and Use of City Data.

3.1. Subject to the additional requirements set forth in Section 3.2., Contractor shall only allow an Authorized User to Access and Use of City Data.

3.2. Subcontractors and Third Party Datacenters:

3.2.1. Contractor may allow a subcontractor to Access and Use City Data on its behalf, provided the Contractor obtains commercially reasonable assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that Access and Use City Data on behalf of the Contractor to execute a written agreement obligating the subcontractor to comply with all the terms of this Rider, and Contractor shall promptly provide City with a copy of such written agreement upon request.

3.2.2. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the datacenter has executed a confidentiality agreement with the Contractor providing commercially reasonable assurances that the datacenter will appropriately safeguard City Data. Any Access and Use of City Data outside the United States is prohibited, and Contractor shall promptly provide City with a copy of such confidentiality agreement upon request.

3.2.3. Contractor shall remain liable for any act or omission of its subcontractors in violation of the obligations contained herein, specifically including compliance with all Applicable Laws.

4.0. Representations and Warranties.

4.1. Contractor represents and warrants that Contractor’s Access and Use of City Data shall be solely in the course of performing the Services under the Agreement, in compliance with the terms of this Rider and the underlying Agreement, and in compliance with all Applicable Law, including, but not limited to, Data Protection Laws.

4.2. The Contractor represents and warrants that it has implemented and covenants to at all times maintain commercially reasonable procedures and safeguards necessary to (i) ensure the confidentiality, availability, and integrity of City Data, (ii) protect the City against “hacker attack” or a “virus” introduced by a third party, cyber extortion or other cyber intrusions, (iii) comply with all Applicable Laws, including, but in no way limited to, Data Protection Laws (iv) ensure the security of City Data from any unauthorized access, and (v) protect and secure any and all hosts, networks, applications and physical premises used in any way to perform Contractor’s responsibilities under this Agreement.

5.0. Ownership and Confidentiality of City Data.

5.1. City Data shall at all times remain the property of the City. Except as provided in Section 5.2, the Contractor shall all times maintain confidential (i) all City Data, including, but in no way limited to, Protected Data, Marked or Labeled Data, and ITS Data, and (ii) all information and data created from Access and Use of City Data.

5.2. Section 5.1 shall not apply to City Data that strictly meets the following criteria: (i) information which is already known or independently developed by the Contractor; (ii) information in the public domain through no wrongful act of the Contractor; (iii) information received by the Contractor from a third party who was free to disclose it; (iv) information required to be disclosed by court order, or (v) when the City, by written directive of an authorized City representative, has expressly authorized the release of specific City Data from the confidentiality obligations set forth in Section 5.1.

6.0. Data Security.

6.1. Contractor shall at all times maintain and comply with a written Information Security Policy to protect and safeguard City Data (the “Data ISP”). The Data ISP shall include administrative, technical, and physical safeguards that utilize commercially available industry best practices, and meet or exceed the City’s security policies, procedures and requirements, and comply with Applicable Law. Contractor shall provide a copy of said Data ISP to the City’s Information Technology Department via email to helpdesk@norwalkct.org prior to commencing the Services under the Agreement.

6.2. Contractor shall maintain a Data Breach plan in accordance with the procedures required under its Data ISP and shall implement the procedures required under such plan on the occurrence of a Data Breach and in accordance with Applicable Law. If the Contractor believes or has knowledge of a credible imminent threat or the occurrence of a Data Breach, it shall provide a written report of the same to the City’s Information Technology Department by email to helpdesk@norwalkct.org within twenty four (24) hour of the occurrence (or discovery) thereof. The report shall identify the nature of the Data Breach event or threat, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall provide investigation updates to the City in a commercially reasonable manner, specifically including the names of any affected individuals who were not identified in the initial written report, but whose personal information was subsequently discovered to have been

compromised or potentially compromised. In the event the Data Breach concerns protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the BAA. If the City determines that actions must be taken to comply with Applicable Laws, including, but not limited to, Data Protection Laws, Contractor shall fully cooperate with the City at Contractor's sole expense.

6.3. Contractor shall at all times maintain an information technology disaster recovery plan in conformity with industry best practices as part of its business continuity planning protocol with information technology recovery strategies designed to minimize disruption in the provision of the Services covered by the Agreement. The City reserves the right to require, at Contractor's sole cost and expense, third-party certification of the adequacy of Contractor's information technology disaster recovery plan in the event that the City determines, in its reasonable discretion, that it is appropriate in light of the Services covered by the Agreement.

7.0. Termination.

7.1 In addition to any termination rights otherwise provided for in this Agreement, this Agreement may also be terminated by the City in the event of a material breach of this Rider by the Contractor upon written notice of said breach and failure to cure the same to the satisfaction of the City within ten (10) days of said notice.

8.0. Insurance.

8.1. In addition to the insurance requirements required in this Agreement, Contractor shall maintain, at its own expense, cyber liability insurance with coverage of not less than \$4 million per occurrence/ \$8 million aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crises management, response costs and associated expenses (including legal and public relations expenses); (iii) breach of City Data; and (iv) loss of data or denial of service incidents.

9.0. Liability and Indemnification.

9.1. Contractor shall be liable for any of its acts or omissions (including the acts or omissions of its subcontractors, agents and employees) relating to the obligations in this Rider that result in a Data Breach. Contractor shall indemnify, defend and hold City, City elected officials, employees, and agents harmless from and against all liabilities, costs, damages, claims, and expenses relating to a Data Breach that arise from or in connection with Contractor's breach of the obligations contained in this Rider. The liability and indemnification obligations set forth in this Section 9 shall survive the expiration or termination of this Agreement.

10. Reporting.

10.1 On a basis not less frequent than annually, Contractor shall engage a third-party to perform an audit of Contractor's information security policies and procedures. Such report shall be available to the City upon request.

2.21 ARPA Rider

EXHIBIT

ARPA Rider Water/Sewer Infrastructure Contracts

The Parties acknowledge and agree that this Contract of funded, either in whole or in part, with federal funds the City of Norwalk received from the Coronavirus State and Local Fiscal Recovery Fund from the U.S. Department of Treasury pursuant Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, March 11, 2021 (the "Awarded Funds"), and as such, the City is subject to certain Laws, Regulations, Executive Orders, Rules, Guidelines, and Award Terms and Conditions in connection with the use of said Awarded Funds.

As material inducement to entering into the Contract with the [<<NAME OF COMPANY>>] (the "Contractor") for [<<NAME OF PROJECT>>], the Contractor agrees to the following additional terms and conditions:

I. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENT FOR FEDERAL AWARDS, TITLE 2 C.F.R. APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.

In accordance with the provisions of Title 2 C.F.R. § 200.327, the Contractor agrees to the following provisions to:

1.0. Administrative, Contractual, or Legal Remedies in instances where Contractor violates or Breach Contract Terms; Sanctions and Penalties. Remedies concerning breach of this Agreement as set forth elsewhere in the Agreement.

2.0. Contract Termination – For Cause; For Convenience. Contract termination rights are set forth elsewhere in this Agreement.

3.0. Equal Employment Opportunity. To the extent that this Contract meets the definition of a "*federally assisted construction contract*" pursuant to Title 41 C.F.R. § 60-1.3, the Contractor, during the performance of this Contract, agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) set forth in Title 41 C.F.R. § 60-1.4(b) and the provisions of paragraphs (1) through (8) thereof in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that they will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) The Contractor shall include this Equal Employment Opportunity clause in each subcontract relating to the work or services to be performed under this Agreement

4.0. Davis-Bacon Act and Copeland Anti-Kickback. <<Intentionally Omitted>>. See, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule: Frequently Asked Questions, § 6.17, a copy of which may be found at the following link: https://home.treasury.gov/system/files/136/SLFRPFA_Q.pdf

6.0. Contract Work Hours and Safety Standards. To the extent that this Contract pursuant to Title 40 U.S.C § 3701(b), the Contractor, during the performance of this Contract, agrees as follows:

(1) Overtime requirements. Neither the Contractor nor any of its subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5 the

Contractor and any of its subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and its subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5.

(3) Withholding for unpaid wages and liquidated damages. The City of Norwalk shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or its subcontractors under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or its subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of Title 29 C.F.R. § 5.5.

(4) The Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of Title 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of Title 29 C.F.R. § 5.5.

7.0. Rights to Inventions Made Under a Contract or Agreement. To the extent applicable to the Awarded Funds, the contractor shall comply with the provisions of Title 37 C.F.R. § 401 - Rights to Inventions made by Nonprofits Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

8.0. Clean Air Act; Federal Water Pollution Control Act. To the extent that aggregate contract sum for this Contract exceeds \$150,000, the Contractor, during the performance of this Contract agrees as follows:

(1) Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(2) Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

9.0. Debarment and Suspension (Executive Orders 12549 and 12689). This Contract is a covered transaction for purposes of Title 2 C.F.R. Part 180 and Title 2 C.F.R. Part 3000. As such, the Contractor is required to verify and certify, **and hereby does verify and certify by entering into this contract**, that none of the Contractor's principals (defined at Title 2 C.F.R. § 180.995) or its affiliates (defined at Title 2 C.F.R. § 180.905) are excluded (defined at Title 2 C.F.R. § 180.940) or disqualified (defined at Title 2 C.F.R. § 180.935). The Contractor must comply with Title 2 C.F.R. Part 180, subpart C and Title 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City in entering into this Contract. If it is later determined that the Contractor did not comply with Title 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

10.0. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by Title 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

Statement 1: No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Statement 2: If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Statement 3: The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Statement 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

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

Contractor Name:

By: _____
Name: _____
Its _____, duly authorized

Dated: _____

11.0. Procurements of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12.0. Prohibiting Contracting for Covered Telecommunication s Equipment or Services. The Contractor, during the performance of this Contract, shall comply with Title 2 C.F.R. § 200.16, and required all its lower tier subcontractor to comply with the same.

13.0. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

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

II. U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

AWARD TERMS AND CONDITIONS. The Contractor's performance of this Contract shall be in compliance with the provisions of the City's Coronavirus State and Local Fiscal Recovery Fund "Award Terms and Conditions," a copy of which are attached hereto as **Exhibit -**, which the City is subject to in connection with the use of the federal funds which fund this Contract. Without limitation the generality of the foregoing, the Contractor agrees as follows:

1.0. Use of Funds.

(1) Contractor understands and agrees that the payments made under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), U.S. Department of the Treasury's ("Treasury") regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.

(2) Contractor will determine prior to engaging in any project or activity under this Contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2.0. **Reporting.** The City is obligated to comply with any reporting obligations established by Treasury as they relate to the Awarded Funds, and as such, the Contractor shall cooperate with the City in connection therewith as it is pertinent to the services rendered and/or work performed by the Contractor under this Contract.

3.0. Maintenance of and Access to Records.

(1) The City is obligated to maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, and as such, the Contractor shall maintain records and financial documents pertinent to the Services rendered and/or Work performed under this Contract.

(2) The City, Treasury Office of Inspector General and the Government Accountability Office, or their

authorized representatives, shall have the right of access to records and documents (electronic and otherwise) required to be maintained herein in order to conduct audits or other investigations.

(3) Records and documents required to be maintained herein shall be maintained through December 31, 2031.

4.0. **Conflicts of Interest.** Contractor shall maintain a conflict of interest policy consistent with Title 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity for which payment is made to the Contractor pursuant to this Contract. The Contractor must disclose in writing to U.S. Department of the Treasury or City, as appropriate, any potential conflict of interest affecting the Awarded Funds in accordance with Title 2 C.F.R. § 200.112.

5.0 Compliance with Applicable Law and Regulations.

(1) Contractor shall comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act (and guidance issued by Treasury regarding the foregoing), and all other applicable federal statutes, regulations, and executive orders in the performance of this Contract. Contractor shall further require its subcontractors agree to comply with said laws in any agreement it enters into with a subcontractor in connection with the Contractor's performance of this Contract.

(2) Federal regulations applicable to the federal funds which fund this Contract are as follows:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the federal funds which fund this Contract and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Contract;

(ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

(iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Awarded Funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

(v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

(vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

(vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

(ix) Generally applicable federal environmental laws and regulations.

(3) Statutes and regulations prohibiting discrimination applicable to the federal funds which fund this Contract are as follows:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.0. Remedial Actions. In the event of the Contractor's noncompliance with Section 603 of the Act, other

applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the Treasury and the City shall have such remedies against the Contractor as the Treasury has against the City, including, but not limited to, remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, payments made to the Contractor shall be subject to recoupment as provided in Section 603(e) of the Act.

7.0. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

8.0. False Statements. Contractor understands that making false statements or claims in connection with the federal funds which fund this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

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

10.0. Debts Owed the Federal Government.

(1) Any federal funds which fund this Contract (i) in excess of the amount to which City is finally determined to be authorized to retain under the terms of the Awarded Funds; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by Contractor, shall constitute a debt to the federal government.

(2) Any debts determined to be owed the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in

paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

11.0. Disclaimer.

(1) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the Services rendered and/or Work performed pursuant to the Contract, or any subcontract.

(2) This Contract does not in any way establish an agency relationship between the United States and Contractor.

12.0. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: .

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(3) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13.0. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs

for their employees when operating company-owned, rented or personally owned vehicles.

14.0. Reducing Text Messaging While Driving.

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

III. TITLE VI ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. As a condition of receipt of the federal funds, the Contractor acknowledges, understands and agrees to the following:

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department

of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon contractor and contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) Contractor acknowledges and agrees that it must require any of its subcontractors, successors, transferees, and assignees to comply with assurances (1) through (4) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the contractor's subcontractors, successors, transferees, and assignees: *The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

IV. OTHER MISCELLANEOUS FEDERALLY FUNDED CONTRACT TERMS AND CONDITIONS. During the course of performing this Contract, the Contractor agrees to the following:

1.0. SAM.gov Registration. In addition to any other requirements for payment on services rendered and/or work performed under this Contract, the Contractor shall provide the City with proof of a valid SAM.gov Registration prior to submitting a payment requisition request under this Contract.

2.0. Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm. The Contractor and all lower tier subcontractors shall take all necessary affirmative

steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0. Access to Records. The Contractor agrees to provide City, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the administrator for the applicable federal agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.0. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0. U.S. Department of Treasury, Compliance and Reporting Guidance. To the extent not already covered elsewhere herein and applicable to the contractor under the circumstances of this Contract, Contractor's performance of this Contract shall be in compliance with the provisions of Compliance and Reporting Guidance, February 28, 2022, Ver. 3.0 issued by the U.S. Department of the Treasury, copy of which may be found at the following link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

2.22 Sample Contract

SAMPLE CONTRACT

The following document is the City's standard Independent Contractor contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel. Additionally, the terms of the final contract may vary at the City's option and, this sample agreement has been included to provide you with the general contract terms and conditions typically utilized by the City in the hiring of an independent contractor for consultant services

AGREEMENT WITH INDEPENDENT CONTRACTOR
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName»
FOR «Project»

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the **CITY OF NORWALK**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "City"), acting herein by «ContractAuthorizer», its «ContractAuthorizerTitle», and «VendorName», a corporation authorized and licensed to do business in the State of «LicenseState», having a principal place of business at «VendorAddress1», «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorAuthorizer», its «VendorAuthorizerTitle», duly authorized (the "Contractor").

WITNESSETH:

WHEREAS, the City is in need of «Notes» (the "Project"); and

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, Contractor has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF Contractor**

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

B. The parties understand that Contractor is retained solely for the purposes of performing the Services described herein. The Contractor's relationship to the City and its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. The Contractor shall not be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to City employees.

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. **COMPENSATION**

A. The Contractor shall be compensated for its performance of this Agreement, a maximum amount not to exceed the sum of **«ContractBudgetInEnglish»(\$«ContractBudget»)** payable in accordance with the terms

of the Contractor's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

4. **TIME PROVISIONS**

A. The term of this Agreement shall commence effective _____ and conclude on _____. The Contractor shall perform its Services throughout this period.

B. This Agreement shall remain in effect until the services required hereunder are fully completed to the satisfaction of the City, unless otherwise terminated by the parties hereto.

5. **TERMINATION AND SUSPENSION**

The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

6. **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required

by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. GENERAL PROVISIONS

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

C. When the City shall have reasonable grounds for believing that:

(1) The Contractor will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its

agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

D. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

E. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

G. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

H. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

I. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

J. The City and the Contractor each binds itself and its successors and assigns

to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

K. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

L. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

M. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: «DepartmentHead», «DepartmentHeadTitle»
Department of «Department»
P.O. Box 5125
Norwalk, CT 06856-5125

With a Copy to: Corporation Counsel
City of Norwalk
P.O. Box 5125
Norwalk, Connecticut 06856-5125

To the Contractor: «VendorAuthorizer», «VendorAuthorizerTitle»
«VendorName»
«VendorAddress1»
«VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

N. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the

protection of creditors or debtors;

ii) That the Contractor has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

iii) That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

iv) That this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

By: _____
«ContractAuthorizer»
Its «ContractAuthorizerTitle»
Duly Authorized

Date signed: _____

Witnesses' signatures:

«VendorName»

By: _____
«VendorAuthorizer»
Its «VendorAuthorizerTitle»
Duly Authorized

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Architect; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars (\$2,000,000).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation: Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 3 GENERAL INFORMATION

NOTE: SECTION 3 - GENERAL INFORMATION contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 08/08/2013, or later on file you may obtain a copy over the Internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

Document number 1002. <http://www.norwalkct.gov/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

This section intentionally left blank

SECTION 5

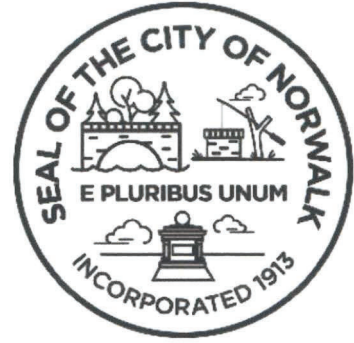
LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 04/23/2024 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

Document number **1019:** <http://www.norwalkct.gov/DocumentCenter/Home/View/862>



**This Proposal is prepared
specifically for the City of
Norwalk – Purchasing
Department**



Document Scanning Services – Economic and Community Development Project Number# 4370

Proposal Submitted to:

Sharon Conners
Purchasing Agent
City of Norwalk
PO Box 5125
Norwalk, CT 06856
Email: sconners@norwalkct.gov

Submitted by:

John Kovacs
Regional Director of Sales
ARC Document Solutions LLC
17 Talcott Notch Road,
Farmington, CT 06032
Email: john.kovacs@e-arc.com
Phone: (925) 394-8394

Notice of Intent to Award Request: Kindly inform me of the offer results and intent to award.

We hereby acknowledge and confirm our full acceptance of all the terms and conditions outlined in the RFP document.

Table of Contents	
COVER LETTER.....	3
EXECUTIVE SUMMARY AND QUALIFICATIONS.....	4
QUALITY ASSURANCE PLAN (QAP) - OVERVIEW	5
TECHNOLOGY AND METHODOLOGY.....	6
EXPERIENCE & CUSTOMERS SERVED	8
OUR TEAM	9
ARC'S UNDERSTANDING OF CITY OF NORWALK: DOCUMENT IMAGING & QUALITY CONTROL REQUIREMENTS	10
ARC'S PROJECT PLAN AND STATEMENT OF WORK.....	11
GENERAL OVERVIEW	11
CURRENT CONDITION.....	13
OUR APPROACH.....	14
MAINTAINING FADGI COMPLIANCE.....	14
INVENTORY TRACKING AND CONTROL	15
DOCUMENT TRANSPORTATION	16
DOCUMENT INDEXING.....	16
DOCUMENT PREPARATION.....	17
DOCUMENT SCANNING	18
TIFF IMAGES.....	21
IMAGE QC	21
DOCUMENT DE-PREP	22
DOCUMENT REASSEMBLY (OPTIONAL)	22
IMAGE PROCESSING AND DATA MIGRATION	22
DOCUMENT SECURITY	23
CITY OF NORWALK DOCUMENT PULL REQUEST.....	23
PRODUCTION PROCESS & TIME TRACKING	24
ASSURANCE FOR QUALITY IMAGING.....	24
OPTICAL CHARACTER RECOGNITION (OCR)	26
PERFORMANCE REPORTS, COMMUNICATIONS AND PRODUCTION SCHEDULE.....	26
PROJECT TIMELINE.....	27
PROJECT MANAGEMENT AND PRODUCTION STAFFING.....	28
REFERENCES.....	29
SKYSITE ARCHIVES CLOUD DOCUMENT MANAGEMENT SOLUTION.....	33
PRICING SHEET	35
ARC'S UNIQUE QUALIFICATIONS	36
CONCLUSION.....	37

COVER LETTER

July 30, 2024

Sharon Conners
Purchasing Agent
City of Norwalk
PO BOX 5125
Norwalk, CT 06856

Dear Sharon Conners,

ARC Document Solutions is pleased to respond to **City of Norwalk, Economic and Community Development, Document Scanning Services – RFP#4370**.

ARC is 100% compliant with the Scope of Work and we can easily meet and exceed all requirements noted in the RFP.

ARC Document Solutions was founded in 1988 and has been providing digital transformation services for over 35 years and has successfully delivered projects with similar scopes of work outlined by City of Norwalk in Connecticut and across the nation for thousands of public agencies. Our website is www.e-arc.com. Our CEO is K. Suriyakumar, COO – Dilo Wijesuriya, VP Strategic Partnerships – Kumar Wiratunga, Regional Director – John Kovacs, (925) 394-8394, john.kovacs@e-arc.com, Director of Scanning Operations – Uday Pathirana, (410) 302-1927, udayanga.pathirana@e-arc.com, and Sales Manager – Mike Solenzio, (860) 677-8817, mike.solenzio@e-arc.com, who will be the primary vendor contact.

ARC is **an approved GSA Schedule holder (GS-03F-142DA)**, demonstrating our capability and credibility in providing top-tier services. ARC is also **ISO, HIPAA, FADGI and SOC2** compliant, and underscores our dedication to maintaining the highest levels of security and regulatory compliance.

ARC Document Solutions is uniquely positioned to handle projects of any magnitude or intricacy, boasting the requisite infrastructure and resources essential for seamless execution. Our unparalleled proficiency extends to the meticulous scanning and digitization of diverse documents, including a wide range of large format land and engineering records, and small format business and technical documents. This specialized expertise has been honed over decades of collaboration with esteemed industry professionals, ensuring unparalleled precision and reliability in every aspect of our services.

In conclusion, ARC Document Solutions is eager to forge a mutually beneficial partnership, dedicated to achieving excellence in every aspect of our collaboration. We are enthusiastic about the opportunity to contribute to your project's success and remain steadfast in our mission to exceed your expectations.

Thank you for considering ARC Document Solutions. We eagerly anticipate the prospect of working together.

Respectfully,

John Kovacs
Regional Director of Sales
ARC Document Solutions
john.kovacs@e-arc.com
Office: (925) 394-8394

EXECUTIVE SUMMARY AND QUALIFICATIONS

ARC Document Solutions (NYSE: ARC) is one of the leading document solutions companies in the United States, providing document conversion technology and services to all levels of government agencies, Federal, State, County, Cities, Municipalities, Utilities and City Agencies. Additional information surrounding our Board of Directors, CEO & Chief Officers, and recent financial information is available on our website, www.e-arc.com under the About ARC page, or within our recent SEC Filings posted online.



With conversion centers in **Farmington CT, Boston MA, Cranston RI, and 6 locations in New England and 20 throughout the Mid-Atlantic Region, and 140 nationwide**, ARC has supported thousands of document conversion and data migration projects over the last 30 years. The knowledge, technology and expertise gained from all those projects is what we can bring to delivering your project successfully on time and on budget. No other company can claim to have this level of experience.



ARC Document Solutions will meet 100% of the requirements and provide staff to complete tasks Off-Site at an ARC facility. ARC is one of the early FADGI adopters, meeting the scanning standards set by the National Archives and Records Administration (NARA), HIPAA Certification to handle Protected Health Information (PHI) and Personally Identifiable Information (PII), ISO Certification for quality and SOC2 TYPE II Security Compliance to provide secure scanning services for all document types. ARC is also a GSA Schedule holder (GS-03F-142DA).

Our commitment to excellence in scanning, reprographics, and document services is unmatched in the area. For City of Norwalk, ARC will be deploying a customized and proven digitization workflow, to meet the project goals. We understand that the city is aiming at creating a paperless environment providing easy, fast and secure access to city records. Starting from the barcode based detailed **chain of custody process**, to delivery of final digital files via an external HDD, Interim SkySite Archives Cloud Platform or migrating into OnBase. We have a well-designed production capture process to meet all the requirements as well as to meet **modern ISO and National Archives guidelines**. We will also guarantee access to specific documents during conversion projects, with retrieval within 24 hours and seamless delivery coordination managed directly with the assigned Project Manager.

At ARC Document Solutions, we believe that understanding and learning as much as possible about our customer's environment, challenges, initiatives, and goals are the keys to developing a roadmap to ensure successful project delivery. Delivering a successful project is based on transparent communications, strong project management, absolute focus on document chain of custody as the custodian of records, best of breed image processing technology, and the highest data security measures. *This high level of production and communication has been highly effective for challenging projects like City of Boston Public Schools. ARC had the good fortune of digitizing hand-drawn, fragile, and significant turn-of-the-century engineering drawings. These documents required very special handling as they represented the Public Schools digitizing of the paper documentation of all the facilities, engineering, and operations documents.*

ARC's approach to meeting the requirements of digital transformation projects is based on following a proven process, using cutting edge technology, and having the most experienced staff that have learned from thousands of completed scanning projects.

Furthermore, ARC helped JCI Architects in CT with a Project Records scanning effort to convert 1,000+ storage boxes containing over 100,000 file folders, totaling 2,500,000 pages of both large format drawings and small format records, related to thousands of customer projects. The project, conducted under secure guidelines at ARC's Farmington CT Scanning Center, involved per-record validation and weekly deliverables via ARC's SkySite Document Management Platform. Weekly

calls ensured progress review. The scanning services improved access to customer records and applications, facilitating quicker and easier sharing. The project was completed on schedule and within scope, enhancing the management of JCJ's important business records.

The importance of transforming and digitally accessing your documents should be entrusted only to an expert partner like ARC Document Solutions. There is no local supplier that has the resources we currently have in place to meet your project needs. **Our approach is to track every box and every document throughout the conversion process from inventorying at time of pick-up using barcodes, to releasing the verified images and data.**

QUALITY ASSURANCE PLAN (QAP) - OVERVIEW

ARC considers its QAP to be at the center of our offering, where we can assure our customers with a high level of confidence that our work product (deliverables) will be produced with the highest quality and consistency possible.

Although we do perform multiple levels of Quality Checks, we believe that having the strongest possible QAP means that we can be less dependent on error correction during our quality checks because we have significantly reduced the risk of error through the proper development of a project specific QAP.

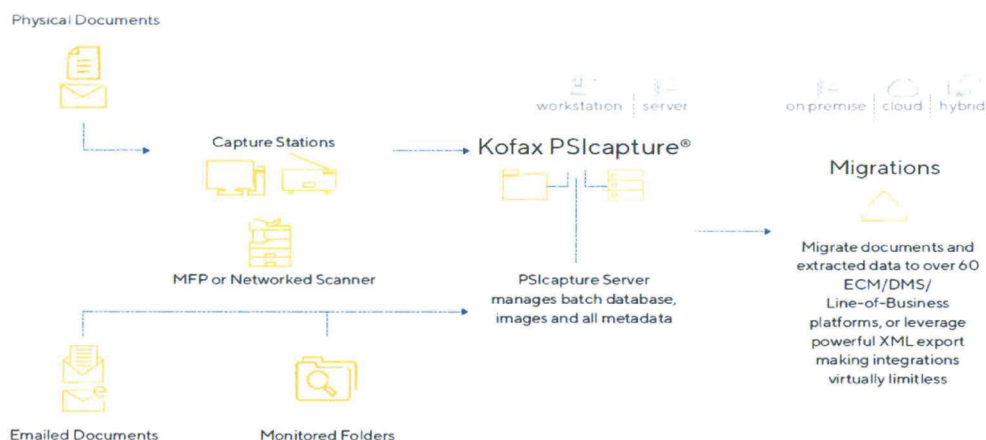
By mitigating the need for re-work, and through a properly developed plan, we can increase our efficiency, and therefore deliver on-time performance. Our customers can rely on timely deliveries, and increased confidence with the quality delivered, achieving the project goals, and minimizing our customer's time to validate our work product.

QAP Elements - Details of these elements are discussed in their respective sections of our Technical Proposal:

- 1) Equipment
 - a) Small Format (SF) Scanners:
 - i) Automatic Scanner Calibrations
 - ii) Black Backing
 - (1) Reduce image interference from backside
 - (2) Deskew to Page Edge
 - iii) Double Page Feed Detection
 - iv) Duplex Scanning
 - v) Auto-Crop
 - vi) Auto Color Threshold Control
 - b) Large Format (LF) Scanners
 - i) Manual Feeding, one sheet at a time
 - ii) Image reviewed while being scanned.
 - iii) Auto cropped
 - iv) Image deskewed
 - v) Image quality adjusted on individual basis
 - vi) Ensure best possible image quality for each original
2. Software
 - a) Lock-in Scanner Specs to Project
 - b) Assures files are created and remain within designed folder structure
 - c) Validates Index data
 - d) Provides database lookups to customer data for validation
3. IT Infrastructure Data Security and Image Tracking
 - a) When Created
 - b) While being process
 - c) When Deliverables Completed
 - d) When Transported to Customer
4. Use of Barcode Technology

- a) Barcodes at box, folder and document level as needed
- b) Barcodes are either read correctly, or not to drive workflows
- 5. Process
 - a) Programmed Digital Workflows, “customized” for each document collection
 - b) Use of Automation (reducing human interaction where possible, to minimize risk of error)
- 6. Employee Roles, Responsibilities, Experience, Training & Certification
 - a) Task Specific Training per employee
 - b) Task accountability by employee
 - c) Task Audit Trails
- 7. Quality Checks
 - a) Image quality review
 - b) Index data review
- 8. Predictable & Scalable Throughput
 - a) Daily, Weekly and Monthly throughput tracking
 - b) Performance Dashboard for customer access
- 9. Risk Mitigation:
 - a) ARC Footprint (multiple facilities for redundant & consistent operations)
 - b) Best Practices across all locations
 - c) Equipment (Maintenance & Upkeep)
 - d) Software (Newest Releases)
 - e) Staffing (Bench Depth)
 - f) High security, air-gapped onsite if needed
- 10. Operations & Certifications
 - a) Security Systems
 - i) Controlled facility access
 - ii) 24/7 video surveillance
 - b) ISO 27001
 - c) HIPAA
 - d) FADGI
 - e) SOC2

TECHNOLOGY AND METHODOLOGY



We use the best technology from **Kofax (PSiCapture)** for Smart Data Capture and Automated Data Extraction (ADE) which reads and extracts information from sources like computer printed type, handwriting or metadata, checking the data against a database for verification. PSiCapture and ADE are fast and scalable, capable of handling even the most demanding workloads.

Kofax (Virtual ReScan – VRS), multiple OCR engines (Abbyy and Tesseract), highest capacity production grade scanners from Kodak and Canon, and ARC's proprietary image processing technology based on Machine Learning and Artificial Intelligence are tools we leverage to enable our Quality Assurance program. Tools like VRS act as an automated quality control operator who will never miss any image quality issue and help to clean your toughest documents and reveal data so we can access the index data accurately.

Automation is a significant focus for ARC, and we implement custom workflows to meet the scope of work for each of our customers. At ARC, we leverage the power of artificial intelligence alongside the insights and expertise of our skilled professionals to deliver highly reliable and accurate results. This combination ensures that our solutions are both innovative and trustworthy, meeting the highest standards of quality and precision.

It is not a one size fits all, but rather a tailored solution to meet the city specific conversion requirements. When we automate the routine tasks, our team can spend their time on administering the Quality Assurance Procedures that help prevent errors proactively rather than error correction which is a typical approach that costs time and causes budget overruns. With features like PSIsapture, VRS and ADE combined with our custom Workflow setup, we can automate your processes freeing our technicians to focus on monitoring image quality and data verifications.

With over 60+ Enterprise Content Management (ECM) and file/folder types to choose from, integrating into your office ecosystem is easy. We can move files to ECMs like **ONBASE**, Laserfiche, Microsoft SharePoint, Box, M-Files, DocuWare, and OnBase, just to name a few. ARC will work with the City's team to ensure efficient transfer of pdfs/TIFF images onto an existing Electronic Document Management System (EDMS) **ONBASE**.

These imaging and workflow tools enable us to clean your toughest documents by analyzing each scanned page to produce the best image quality, reveal indexable data so you can access accurate information and ensure a verifiable process is being followed on each document leaving no room for human error. Our **HIPAA, SOC 2 and ISO certifications** form the foundation of our approach to being a custodian of your records and securely processing the data. Our approach is to apply all available resources to deliver the best quality result with an auditable process to make your digital transformation goals a reality. *This approach is being applied to an on-going engagement with the **Glastonbury Board of Education, CT** to scan and duplicate the student and Aemplyee records.*

We are a strong team of experienced and creative thinkers who understand the moving parts of a conversion project: records management, records custodian, data security, scanner resolutions, image processing, taxonomy, Pag normalization, data management and migration. Our offer will provide City of Norwalk with a comprehensive advantage by providing a unique solution to go beyond what a traditional supplier may provide.

Let the Workflow Do the Work

After capturing data from a variety of sources and employing powerful OCR, data extraction and document identification, digital workflow transformation becomes the natural result. Processes are completed in a fraction of the time, boosting productivity and saving valuable resources.



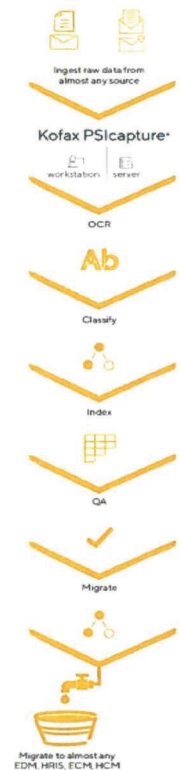
Information Just Waiting to be Discovered.

Your documents are actionable business intelligence. Harness it with PSIsapture.

Data Where You Need It

With numerous ECM and file/folder types to choose from, integrating into your office ecosystem is easy. Our solutions move files to ECMs like Microsoft SharePoint, DocuWare, OnBase and many others. Or if you simply need it put into a folder on your company server, you can do that too.

SAMPLE PSIsapture WORKFLOW



EXPERIENCE & CUSTOMERS SERVED

ARC Document Solutions has extensive experience with Digital Transformation projects with specific expertise in Document Capture, Data Management, Indexing and Metadata extraction, Security, Document Custody and Document Management Solutions for all segments of public agencies: Federal, State, Local/Municipal, Unified School Districts, Utilities and Agencies.

Please see the below sampling from thousands of similar clients for whom we have provided document conversions services:

✓ Glastonbury Public Schools, CT	✓ Town of Farmington, CT	✓ City of Bristol, CT
✓ American School for the Deaf, CT	✓ Guilford Schools, CT	✓ Darien High School, CT
✓ Norwalk Public Schools, CT	✓ Somers Public Schools, CT	✓ Yale University, CT
✓ Bristol Public Schools, CT	✓ JCJ Architects, CT	✓ Middletown Public Schools, CT
✓ Family Service Association, MA	✓ Town of Fairfax, VT	✓ Kings County Court, NY
✓ City of Middletown, CT	✓ RIVANNA Water and Sewer Authority, VA	✓ Radio Free Asia – DC
✓ City of Boston Public Schools – Facilities Dept.	✓ City of White Plains NY	✓ Children’s National Medical Center, DC
✓ The City of Providence	✓ NY City Public Transportation Authority	✓ Pfizer Inc.
✓ Johnson and Wales University, RI	✓ National Institute of Standards and Tec.	✓ MERCK Inc.
✓ Devens Enterprise Commission – MA	✓ Federal Reserve Bank of New York	✓ Becton and Dickinson Inc.
✓ Babson College MA	✓ City of Richmond, VA	✓ Montgomery County Archives, PA
✓ New England Aquarium, MA	✓ City of Laurel, MD	✓ City of Rockville, MD
✓ Massachusetts Audubon Society, MA	✓ City of Petersburg, VA	✓ City of Baltimore, MD
✓ National Consumer Law, MA	✓ SEPTA - PA	✓ National Institute of Health, DC
✓ Rhode Island Housing Authority, RI	✓ Providence Schools, RI	✓ Dept of Corrections and Rehabilitation
✓ U.S. Army Corp of Engineers	✓ Dartmouth – Hitchcock Medical Center	✓ Dept. of Homeland Security
✓ U.S. Court System	✓ Johnson and Wales University	✓ Washington Gas

Specific Customer and Personnel references relating to our proposed Digitization of facilities records for City of Norwalk are included below.

OUR TEAM

ARC's extensive talent pool is poised to deliver tailored and effective solutions for the City's document conversion project. With unparalleled experience in digital document conversion, ARC offers a depth of expertise unmatched by any other provider. Our team is comprised of the following skilled professionals, brings a wealth of collective knowledge and capabilities to ensure the city finds the optimal solution for their needs.

Vince Pingel

General Manager, National Director of Document Scanning Operations – 30+ years

Vince has been involved in providing document imaging solutions since 1991. His experience expands a wide variety of industries, markets, and specialty areas. In 1996 Vince was contracted to capture the complete legacy of the **National Geographic magazine**, including every page from every issue, in high-quality full color.

In the early 2000's, Vince served as a liaison for the marketing team at Adobe, introducing Adobe to the wide format construction document industry, and was later asked to sit on an Adobe committee for the development of their **Acrobat-Version 6**.

In 2006, Vince's team was contracted to capture the historical legacy of the **State Supreme Court for the State of Louisiana**. This project resulted from the disastrous hurricane Katrina, which nearly destroyed all hand printed decisions and transcripts for State Supreme Court cases dating back to 1845.

In his role as GM of our National Scanning Operations, Vince serves as a Technical Consultant for ARC and many of our customers, developing our Best Practices, Workflows and Processes for numerous large and highly visible Document Conversion Projects such as the **US Courts, Federal Reserve Banking System, National Geographic and numerous State and Local Government agencies** across the country.

Uday Pathirana

Director of Scanning Operations – 20+ years

Uday Pathirana is an expert in the Document Scanning and records management industry with over 20 years of experience. He embarked on his career journey in 2004 as a programmer, specializing in the development of document imaging tools. Over time, Uday transitioned into Electronic Records Management and Document Imaging Operations, where he honed his skills in overseeing a wide array of projects across various industries and geographies.

Uday holds a plethora of certifications, including **Certified Document Imaging Architect (CDIA+), Project Management Professional (PMP), Microsoft Certified Trainer, and Certified Records Management Expert**. He earned his B.Sc. in Information Management from University College Dublin, Ireland, and an MBA from the University of Wales, UK.

As a Document Imaging Consultant, Uday plays a pivotal role in managing all Document Scanning Projects in the Mid-Atlantic for ARC. His responsibilities include providing pre-sales consultancy, project management expertise, establishing production and quality guidelines, conducting training sessions, and ensuring the successful delivery of projects while meeting project objectives.

Uday's impressive portfolio includes projects of varying scales, ranging from a single box of documents to digitize to large-scale projects involving over 96 million documents within a six-month timeframe. Some of his notable clients include **Pfizer Inc, Federal Reserve Bank, Washington Gas, City of Richmond, City of Baltimore, U.S. FDA, U.S. DHS, and U.S. DOE**.

John Kovacs

Director of Sales and Operations ARC Northeast Region – 30+ Years

John Kovacs, with over three decades of experience in Sales and Operations Management within the Print and Scanning sector, currently serves as the Director of Sales and Operations for the ARC Northeast Region. A proud graduate of the University of Maine, John oversees sales and operational functions across diverse territory spanning NY, NJ, CT, MA, RI, NH, VT, and ME.

Throughout his career, John has been instrumental in leading numerous high-impact projects nationwide, collaborating with industry leaders across various business sectors. His expertise lies in driving initiatives focused on Scanning/Document Services, Color Graphics, and Managed Print Services, consistently delivering exceptional results, and fostering strong partnerships.

Mike Solenzio

Document Solutions Consultant Farmington, CT – 25+ Years

Dynamic and experienced professional with over 25 years of comprehensive business experience, and exceptional customer service skills to drive growth in the Connecticut markets, particularly focusing on Hartford County and Fairfield County and surrounding areas. Recognized for fostering enduring client relationships and delivering outstanding results, offering invaluable local insight and a deep understanding of regional dynamics.

Have onboarded new clients and continue to partner with **Glastonbury Schools, American School for the Deaf, Darien, Somers, Guilford, Noroton Heights Fire Department, Otis Elevator, Connecticut Museum of Culture and History and Gaylord Hospital.**

For the purposes of this proposal document, the main contact and project manager at ARC will be:

Uday Pathirana - Project Manager, Scanning Team

P: (410)-302-1927

udayanga.pathirana@e-arc.com

ARC'S UNDERSTANDING OF CITY OF NORWALK: DOCUMENT IMAGING & QUALITY CONTROL REQUIREMENTS

SCOPE OF SERVICES

ARC Document Solutions is committed to adhering to the specified requirements for the document digitization project, ensuring a seamless, secure, and efficient process.

Preparation Phase:

1. **Inventory and Assessment:** Conduct a thorough inventory and assessment of documents.
2. **Project Plan and Timeline:** Establish a detailed plan and timeline.
3. **Naming Nomenclature:** Collaborate with the City to define document naming.
4. **Procurement:** Acquire necessary equipment and resources.
5. **Document Preparation:** Remove staples and paper clips, repair torn documents, straighten folded plans, and mount irregular-sized memoranda on standard paper sizes.

Handling and Receiving Requirements:

1. **Document Security:** Safeguard irreplaceable documents in a secure, dry location.
2. **Theft, Loss, and Damage:** Implement stringent safeguards; fines for lost, stolen, or damaged files.
3. **Inventory and Tracking:** Maintain an automated tracking system and resolve discrepancies within ten days.

4. **Quality Control and Reporting:** Perform final quality checks and provide comprehensive reports.
5. **Pickup and Turnaround:** Develop a pickup and delivery schedule with the City; use closed, climate-controlled vehicles for transport.

Digitization Process:

1. **High-Quality Scanning:** Scan documents at 300 dpi, providing OCR services.
2. **Quality Control:** Implement rigorous measures to ensure accuracy and completeness.
3. **Onsite Scanning:** Prepare for an onsite scanning workroom if required.

Quality Assurance:

1. **Regular Checks:** Conduct regular quality checks and address discrepancies promptly.
2. **Data Preservation:** Preserve data identical to original records, delivering scanned images on industry-approved devices.
3. **Consistency Checks:** Perform consistency checks on 20% of images and maintain system calibration.

Record Accessibility:

1. **Access to Originals:** Ensure access to original documents within one business day.
2. **Return and Completion:** Pick up and complete the digitization process for needed documents.

Data Management:

1. **Secure Repository:** Establish a secure digital repository with backup and data protection.
2. **Indexing and Cataloging:** Develop a system for easy retrieval of digitized documents.

Training and Documentation:

1. **Staff Training:** Provide training on accessing and retrieving digitized documents.
2. **User Documentation:** Develop procedures for utilizing the digital repository.

Project Management:

1. **Project Manager:** Assign a dedicated project manager to oversee the process.
2. **Progress Meetings:** Conduct regular updates and address concerns with stakeholders.

ARC Document Solutions ensures a secure, efficient, and high-quality digitization process that meets the City's needs and standards. Flexibility is ingrained in our approach, as we understand the potential for scope and schedule adjustments and stand prepared to accommodate any changes seamlessly. Our proposal addresses key criteria such as Project Experience, Understanding of Objectives, Team Expertise, Approach, and Cost, ensuring no other supplier matches our experience and capabilities for a successful outcome. Expect a seamless and enjoyable process from document pick-up to status updates, reflecting our unwavering commitment to customer satisfaction throughout every project facet.

ARC'S PROJECT PLAN AND STATEMENT OF WORK

GENERAL OVERVIEW

To execute this project, and meet any volume and timeline requirements, **ARC will provide the Document Conversion Services off-site, at its Production Center in Farmington, CT and a secondary location, HIPAA center located in Columbia, MD.** As outlined above, ARC has the capacity to scale operations as necessary to meet any timeline required by the City. All Service Centers employ redundant, state of the art production equipment, with a dedicated and experienced staff including **Director of Operations (Jamie Fox) with over 10 years of document digitization experience.** Our Farmington, CT's storage facility is approximately 4,000 Sq. Ft. and our Columbia, MD is approximately 20,000 Sq. Ft.

Farmington, CT

17 Talcott Notch Road,
Farmington, CT 06032

Columbia, MD

9130 Red Branch Rd,
Columbia, MD 21045

All of our centers are equipped with comprehensive physical and network security measures, including secured and locked facilities, 24/7 visual surveillance, access control systems, and regular security audits. Our HIPAA-compliant centers feature dedicated locked spaces for storing PHI documents, accessible only to authorized personnel assigned to the project. These rooms are equipped with video recording and controlled access. Our servers are incrementally backup on daily basis and full backups during the weekends. Additionally, all of our employees undergo background checks and sign non-disclosure agreements (NDAs) prior to commencing employment at ARC. To learn more about our security and compliance policies please visit: <https://www.e-arc.com/security/>.

As required by the RFP, following are the answers to the requirements about the facility being used to perform scanning and indexing conversion services.

FARMINGTON, CT

	Facility Information	Yes	No
A	Air-conditioned facility	X	
B	Security alarm system	X	
C	Fire sprinkler system	X	
D	Will City records be above the floor in facility	X	
E	Facility fitted with Fire Suppression System	X	

COLUMBIA, MD

	Facility Information	Yes	No
A	Air-conditioned facility	X	
B	Security alarm system	X	
C	Fire sprinkler system	X	
D	Will City records be above the floor in facility	X	
E	Facility fitted with Fire Suppression System	X	

As per the RFP, following is the answer to Section 2.6, requirement g:

- i. The turnaround time for scanning 50,000 8 ½ x 11 documents, including prepping and indexing for conversion is **4 weeks.**
- ii. The turnaround time for scanning 50,000 8 ½ x 14 documents, including prepping and indexing for conversion is **4 weeks.**
- iii. The turnaround time for scanning 10,000 map documents, including prepping and indexing conversion is **4 weeks.**

On-site Records Digitization Services: ARC is equipped to provide on-site services as required by the city. To facilitate these services, ARC will bring multiple pieces of equipment, including small format scanners, large format scanners, and PCs for scanning, indexing, and quality assurance. We will require approximately 300 square feet of space to establish the on-site capture environment and temporarily house the records during their conversion from paper to digital format.

Our team will be on-site for an estimated duration of 2-3 months, depending on the complexity of the records and capture requirements. ARC's team will need uninterrupted access to this facility during standard business hours, from 8 AM to 5 PM, along with access to a reliable power supply.

The records conversion process will involve scanning all hard copy documents into high-quality digital facsimiles at **300 DPI**. This process will utilize programmatic auto-color, grayscale, or black and white settings for both small and large format documents, ensuring accurate and efficient digital transformation.

ARC will perform the following services off-site at the ARC Facility in **Farmington, CT** and our **secondary location in Columbia, MD**.

- Receiving boxes in ARC vehicle from City of Norwalk with proper chain of custody
- Validation of box inventory and security seals in-tact
- Document inventory creation, inserting uniquely barcoded folder separation sheets into each hard copy files folder
- Recording of separator barcodes into inventory spreadsheet
- Creating an automated workflow to process digital images into a cloud-based interim solution **SkySite Archives** by:
 - Retrieving conditioned index data for the document
 - Applying the template to the document
 - Pushing the indexing information into the correct template fields
 - Renaming the document based on the index data
 - Storing the document in a prescribed folder location
- Indexing of box information and folder details into index database
- Document preparation:
- Insertion of unique barcoded document separators, before the first page of each file folder
- Removal of binding materials
 - Unfolding pages
 - Removal and/or repositioning of post-it notes, flags, and other attachments
- Image Acquisition (Document Scanning)
- Scanned Image QC
- Document level indexing
- Document De-Prep:
 - Returning hard copy document pages to their source folder & box, without replacement of binding materials or attachments
- Return of completed documents in original boxes and in original order
- Processing of Quality Checked Images:
 - Programmatic compilation of **PDF/TIFF images**.
 - Running OCR against all PDF/TIFF files.
 - Programmatic file naming, based on index data collected
 - Programmatic folder structuring, based on index data collected
 - Migrating the completed images, folder structures and index data into final file formats
- Inventory spreadsheet validation of each box for return or disposal as instructed by each Department
- Secure non-stop transport of returning boxes to each Department
- Close out chain of custody process controls

CURRENT CONDITION

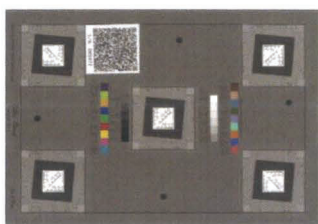
Based on information we received from the customer, we noticed most of the collection is in good to fair condition. At the same time, we can assure the city, we are well equipped and experienced to handle documents of all shapes, sizes, and conditions. We anticipate that we may have to repair a very small quantity of documents, to bring them to a “scannable” state. *An example of this capability happened recently when ARC had the good fortune of digitizing hand-drawn, fragile, and significant turn-of-the-century engineering drawings for JCI Architects, CT. These documents required very special handling as they represented the original designs and architecture of hundreds of important projects.*

Furthermore, we acknowledge the necessity of preparing small format documents before scanning, which entails removing binding materials, unfolding pages, and eliminating post-it notes and flags. Additionally, recognizing that small format pages may be printed either simplex or duplex, our scanning process will utilize duplex mode to ensure retention of any backside images in the output pdf/TIFF files.

OUR APPROACH

MAINTAINING FADGI COMPLIANCE

Last year, the **National Archives and Records Administration (NARA)** released its latest version of **Federal Agencies Digital Guidelines Initiative (FADGI)** standards, intended to establish highly accurate and repeatable levels of quality when digitizing hardcopy documents. ARC Document Solutions celebrates and supports the advancement of the newest release of this standard. In fact, ARC is one of the few, or maybe the only service provider who has invested in dedicated document scanners, firmware, software, test targets, and developed a thorough process to validate that it maintains compliance to these standards. In fact, our process is solid, repeatable, and will sustain audits at any time during the production process.



Sample Scanned Test Target Image

Each morning, before the production process begins, the scanner technician will scan the Golden Thread Test Target, using the pre-established scanner settings. The resultant image will be submitted to the Golden Thread Software, for analysis. The Golden Thread software will generate a detailed Image Analysis Report, indicating dozens of analytics of the source target image, and indicating a pass or fail grade for the target 3 Star Level desired for this project.

The scanning of the test target will be conducted once per day for each scanner as used in this project. The resultant scanned image will be programmatically named to indicate the exact date and time the image was created, as well as the model and serial number of the exact scanner used to generate the test image. The corresponding report will also show the exact image from which the analysis was derived.

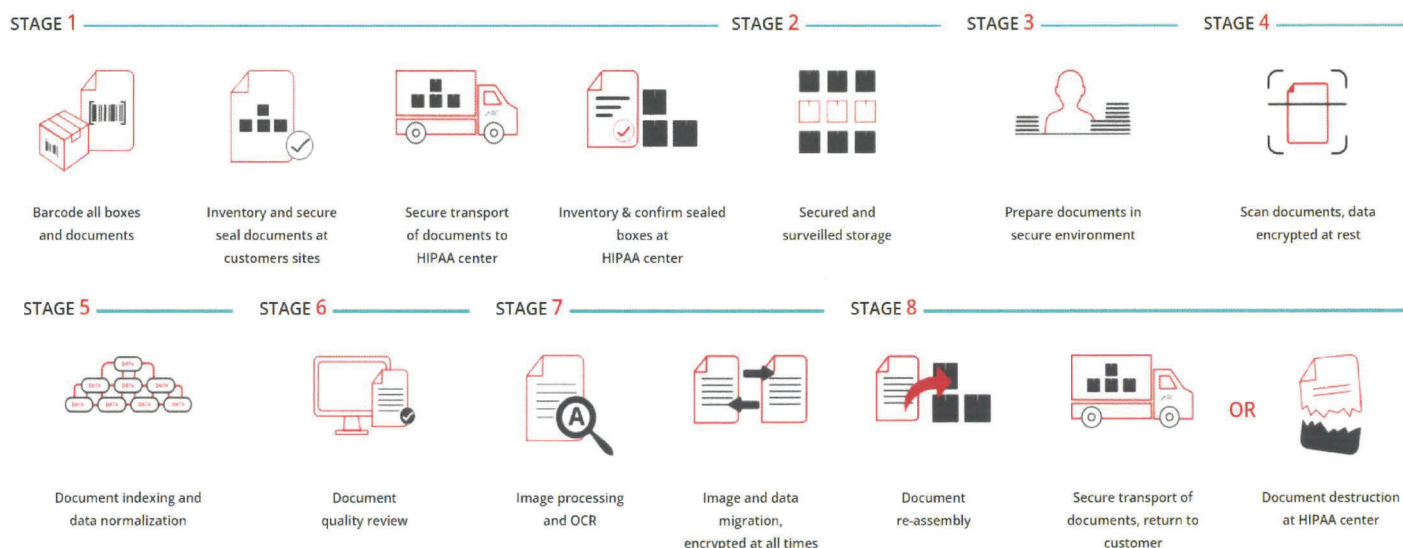
FADGI Test Target Report

Start Image Tonescale Color Resolution Noise Summary				QRD01072		DRG2140_JF306420_ARC_04112024.tif			
				☐ Show Details		Colorimetric			
Image Name	Analyzed	Result	Measurement		Pass/Fail	Lower Limit	Value (Aim)	Upper Limit	
DRG2140_JF306420_ARC_04112024.tif	Yes	Pass	① Lightness / Tone Response		PASS				
			① Delta E(a*b*) / White Balance		PASS				
			① Lightness Uniformity		PASS				
			① Avg. & 90% Color Accuracy - DeltaE 2000		PASS				
			① Color - Registration		PASS				
			① Sampling Frequency - Resolution		PASS				
			① Reproduction Scale Accuracy		PASS				
			① 10% SFR - Sampling Efficiency		PASS				
			① 50% SFR		PASS				
			① L* Noise		PASS				

As each report shows a positive or passing grade, the respective document scanner will be released for use on the city Project for the following 24-hour period. If any report comes back negative, the respective scanner will be temporarily removed from production, where adjustments and calibrations can be made to bring the scanner back into compliance, and tested again, until generating a positive report.

The source target test images and image analysis reports will be archived for at least 180 days after final deliverables are submitted to the city. All source target images and reports will be made available to the city auditors at any time to prove ARC's compliance with the FADGI standards.

The following chart and narrative illustrate the workflow process that we currently plan to utilize for this project



INVENTORY TRACKING AND CONTROL

Process Managed by: Document Inventory Clerk

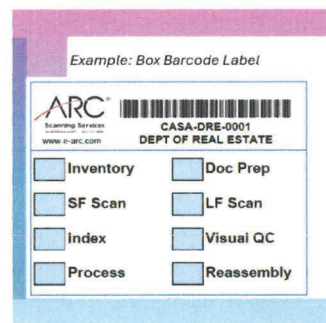
Position Qualifications: Having at least 3 years' experience in the handling of and managing inventory. Having a deep understanding of barcode technology and database applications. Strong organizational skills. Having the ability to lift and move document storage boxes weighing as much as 45 pounds.

ARC Document Solutions understands the seriousness of inventory tracking when it comes to working with its clients' records, and other sensitive document information. That is why we have been trusted to handle Public Agency documents of all types. *This was notably valuable in an ongoing project for Town of Providence, MA where ARC is digitizing hundred thousand documents. Town of Provincetown is releasing documents in batches, so inventory control is critical.*

ARC has implemented a proven process to help manage and track document inventory from the time we accept possession of the documents, through the necessary processing stages, until delivery back to respective location. This process includes the use of Barcoding, Proper Labeling, Master Spreadsheets, Chain-of-Custody Forms and more.

This process will be customized to meet the specific needs of the city to assure your team that the hard copy and data will transfer into the digital file collection accurately. Following this procedure properly ensures that:

1. All boxes provided by the city of Inspectional Services Building Division of City of Norwalk will be received, processed, and returned correctly.
2. All box content will be processed in sequential order, and no content will be overlooked or missed
3. All digital files created can have a direct link back to the original documents, allowing for an easy file validation process
4. All boxes can be identified at glance, and their current status be clearly stated
5. All content can be easily located in storage, based upon their barcodes, and the location tracking listed in the Master Spreadsheet Tracker



6. Any requests for expedited files have a much easier path to be located & processed, allowing for quicker turn-around times.
7. A high percentage of possible human error is minimized through the use of barcodes & barcode readers

CUSTOMER	BOX BARCODE	DATE RECEIVED AT ARC	DATE BOXES SHREDED	DATE RETURNED TO CUSTOMER	NOTES
DEPARTMENT OF REAL ESTATE	CASA-001-0001	2/1/2023			
DEPARTMENT OF REAL ESTATE	CASA-001-0002	2/1/2023			
DEPARTMENT OF REAL ESTATE	CASA-001-0003	2/1/2023			
DEPARTMENT OF REAL ESTATE	CASA-001-0004	2/1/2023			
DEPARTMENT OF REAL ESTATE	CASA-001-0005	2/1/2023			
DEPARTMENT OF REAL ESTATE	CASA-001-0006	2/1/2023			

Example Inventory Control / Chain of Custody Sheet

The Box Barcodes will be applied to the boxes, and the Custody Sheet will be completed, prior to loading the boxes onto the ARC provided transport vehicle.

DOCUMENT TRANSPORTATION

Process Managed by: Jamie Fox

Position Qualifications: Having at least 3 years' experience driving small to medium 2 axle box trucks. Having strong customer communication skills. Having the ability to lift and move document storage boxes weighing as much as 45 pounds, as well as operating pallet jacks.

ARC Document Solutions operates its own fleet of vehicles in Farmington, CT, complemented by contracted large trucks that can be mobilized as needed.

Given the substantial volume and sensitive nature of the pallets/documents to be handled for the city, we will exclusively designate all pick-ups and deliveries as "Exclusive Use," ensuring that each trip is conducted without intermediate stops.

Our team comprises experienced drivers proficient in operating our box trucks and delivery vehicles. Prior to employment, all ARC drivers undergo thorough background checks encompassing criminal records and driving history. Moreover, they are subject to routine random drug screenings as part of our employment protocol.

The ARC Drivers regularly handle, transport, load and unload pallets containing boxed paper supplies, many of which weigh more than 50 pounds. In addition, the drivers transport all kinds of equipment, palletized and otherwise. They are very skilled at handling heavy loads as well as awkward loads.

ARC Drivers are trained to provide exceptional Customer Service, as they communicate regularly with our customers, acting as liaison while performing their tasks. All ARC Drivers provide written reports to their management staff, indicating their successes, goals and accomplishments achieved for each day/trip completed.

DOCUMENT INDEXING

Process Managed by: Document Indexing Clerks – Managed by Jamie Fox

Position Qualifications: Having at least 3 years' data entry experience. Strong reading skills and having a deep understanding of barcode technology and database applications. Ability to learn and understand customer documents and content.

Establishing clear expectations is key. One of the most critical parts of any digitization undertaking is establishing search criteria based on the unique and individual needs of our clients. Although a custom approach will be taken based on the City's needs, we are mentioning that the most common indexing method would be the use of WYSIWYK (what you see is what you key) data entry methods into three groups:

1. Box Level Index values
2. Folder Level Index values
3. Document Level index values.

The Box and Folder Level Index values will be collected prior to Document Prep and Scanning. This will ensure that all Folder information is collected from the hardcopy folders or envelopes before the documents have been handled and while they are still in their original form as provided by City of Norwalk.

The data collected will be associated to the corresponding barcoded control ticket and/or barcoded separator sheet, thereby locking the collected data to the hard copy document in hand. In addition, the keyed data will also be associated to any spreadsheet data provided by the city.

More importantly, capturing the Box & Folder Level Index values early in the process will assist with expediting any Pull Request that the city may initiate.



The next Indexing step will be conducted post scanning and image QC. In this step the individual Document Index Values will be collected via a “Key from Image” process where the image of the first page will be displayed on screen, and the indexing clerk would key the values as shown from the document image. This ensures that the document index collected will be locked to the exact document, and risk of error completely minimized.

Once collected, specific index values will be used to generate the naming of output file folders and output file names, which will be determined at the time of the start of the project. If any index value is to be used for file and/or folder naming, it may be necessary to replace certain characters (such as replacing a “/” with a “-”), as certain characters are restricted from use in file/folder naming as well as by operating systems.

In addition, all indexed data would be compiled into Batch Data Migration Formats and shared with the city.

DOCUMENT PREPARATION

Process Managed by: Document Preparation Clerk – Managed by Jamie Fox

Position Qualifications: Having at least 3 years’ experience in document preparation for document scanning and/or litigation support services. Strong organizational and reading skills.

Example Document Indexing Control Sheet

ARC Document Solutions maintains a Standard Procedure for the typical document preparation steps required to prepare a document collection for scanning. This Procedure can be slightly modified to incorporate the special requests or processing needs of a specific City document collection. For City of Norwalk project described in this Scope of Work, ARC Document Solutions will expect to follow this standard procedure for preparation.

For Small Format Documents:

Instructions:

- a. Project Manager (PM) will issue each box to Prep Clerk for this Document Preparation phase.
- b. It is mandatory that Prep Clerks are to work on only one box at a time.

- c. Prep Clerks are never to share the prep work within the same box with any other Prep Clerk.
- d. If the Prep Clerk is to leave box incomplete for break, they must complete prepping the current document before leaving for break.
- e. Prep Clerk is to work from front of box to back of box and always remain in that sequence.
- f. Prep Clerk is to always keep Progress Marker placed where current Document was positioned in box.

Process:

- 1. Remove the first folder from the box.
- 2. Begin by removing content from folder and covering the content with the next available barcoded document separator sheet.
- 3. Remove all binding materials from each folder, working from first page to last. Except for the Bound volumes that will be scanned using book scanners.
- 4. Place each individual page face down, one on top of each other, ensuring that each page is fully separated from the next, and remains in sequential order.
- 5. Unfold any folded page(s).
- 6. Remove and discard any post-it notes and/or flags.
- 7. Follow Document Preparation Instructions as displayed in document prep area.
- 8. Return fully prepared document to its folder and return folder to its box in its position from which it came just in front of progress marker.
- 9. Remove the next folder and repeat steps 1 through 7 until the box is complete.
- 10. Forward box to small format scan station.

Supplemental Instructions:

- a. When encountering a large format map or drawing, remove the map/drawing from the document, and place a barcoded sequential placeholder page in its place
- b. Attach the corresponding placeholder page to the map/drawing(s)
- c. Mark the Box/Folder/Document barcode numbers at the bottom of the placeholder page
- d. Place these at the back of the box for scanning later
- e. This process ensures that the scanned image from each map/drawing is programmatically inserted into exact page position within the output PDF/TIFF file

DOCUMENT SCANNING

Process Managed by: Document Scanning Technicians – Managed by Jamie Fox

Position Qualifications: Having at least 3 years of experience in operating document scanners. Strong organizational skills. Moderate mechanical aptitude, and strong understanding of document imaging concepts and technology.

ARC Document Solutions prides itself on producing the very best quality images possible when converting a document collection into a digital file archive. This ability stems from our over-30-years of experience in the document imaging arena. More specifically, our company has been involved in the imaging, printing, and distributing of construction and related documents since its inception. Many of our facilities across the country have been producing and handling documents for over 100 years. ARC is the only vendor who can bring these many years of experience to bear for City of Norwalk.

We have countless small format and wide format scanner operators across all our locations, having well over 30 years of experience in this field. Our Management Team, as evidenced earlier, has significant years of experience, and serves as the backbone of our team. We actively pass that institutional knowledge to our whole operations and technical teams. We hold regular training sessions for our Prep, Scanner, Indexing and Data Management staff and all other positions in the company, providing the opportunity for each employee to grow in their knowledge and experience.

One of the major strengths of ARC and its scanner operators is the ability to handle aged and fragile documents, passing them through our scanners while posing absolute minimal risk to the document itself. In fact, *we have been involved with several projects involving documents dating back to the mid-19th century, one of which was for the **Federal Reserve Bank***

in New York City. In fact, the National Archive Records Administration (district 7 in Kansas City) brought one of its oldest and most treasured maps to ARC for digitizing; this artifact was a map that was hand drawn by R.E. Lee, Surveyor (prior to becoming a General during the civil war), drawn in 1845!

All scanner operators are required to move document boxes to and from their scan stations, which includes safely lifting these boxes which can exceed 45 pounds. We review this regularly with our employees to ensure that they can safely lift or move these boxes without risk to their health. If any employee is challenged with this weight, for health reasons or otherwise, we have the means to accommodate these employees so that their performance is not affected.

For City of Norwalk documents, unless otherwise requested, ARC will be scanning all document pages at a pixel density of **300 dpi** to ensure a detailed image representation of the original document.

Most likely for the city, all document collections will be captured as Auto-color or black & white (1-bit) image (ARC has the capability of Scanning records in Full Color, Grayscale if needed). ARC's professional grade scanners will capture B&W image using an "adaptive threshold" (*sliding scale of black pixels and blank white space*) whereby the pixel placement is analyzed with the surrounding pixels around it to help determine the actual image requirements. This results in a cleaner, better detailed scan than a standard Black & White image, yet it remains at a pixel depth of 1-bit per pixel, allowing a suitable level of compression to be applied (if allowed). All the records with color content will be scanned in color.

Small Format Document Scanning Equipment:

ARC utilizes only state of the art Production Grade Scanners, manufactured by the leading document scanner manufacturer, Kodak Alaris. These scanners are duplex scanners, meaning that they will capture both the front side and back side images simultaneously as they feed through the scanner one-time. In addition, these scanners are designed to transport fragile documents through a smooth stainless-steel transport path, thereby minimizing any risk of adding wear and tear to the source hard copy.

Also, these scanners utilize a switchable "Black Back" or "White Back" scan surface, to allow the best possible image quality, while minimizing any image reflection or bleed through from the backside of the source document. This also allows each document image to be programmatically de-skewed to the page edge (as opposed to the page content), which yields an exact facsimile of the source document. And this allows each page image to be automatically cropped to the page edge so that the resulting image matches the physical size of the hard copy page.

In addition, these scanners deploy CCD imaging technology. These scanners use a high-resolution lens to record the image onto a Charge Couple Device which interprets the image into digital form. This technology is identical to the technology used by the highest level of professional digital cameras, such as Nikon and Canon.

Although these scanners are self-calibrating, we also run test patterns on a weekly basis to verify that these scanners remain within our specification tolerances. If the scanner is found to be out of tolerance, a Kodak Factory Service tech is called in to service and calibrate the scanner.

Although the specification indicates to scan at 300 DPI, these scanners have the capability of scanning up to 600 DPI, B&W, Grayscale, Color or Auto-color.

These scanners have an 11" wide path, and therefore can scan any paper as small at 2.5" x 2.5", up to 11" wide by as long as 208". Therefore, the typical business size paper, Letter, Legal or tabloid sizes, are easily handled.

NOTE: Many of ARC's competitors use mid-grade scanners using the lower cost CIS technology (derived from Fax technology of the 1990s) to capture images. ARC will never deploy this mid-grade, mid-quality, technology for the services provided to The City or any other customer.

Lastly, and of significant importance, these scanners are equipped with three ultrasonic multi-feed sensors positioned across the entry edge. These sensors continuously emit ultrasonic sound waves through the paper as it feeds into the

scanner. This real-time detection system instantly halts the scanning process if multiple pages are fed simultaneously, ensuring 100% accuracy in achieving a one-to-one correspondence between scanned images and hard copies. In the event of a multi-feed, scanning is promptly paused, allowing the operator to retrieve the affected pages, manually separate them, and re-insert them into the feed tray, thereby preserving the exact sequential order of all pages throughout the batch.

Moreover, the scanner software meticulously logs key information such as the quantity of images, scanning time, scanner operator, and the scanner and scan station utilized for image acquisition, providing comprehensive documentation of the scanning process.



High Quality Production Grade Kodak Alaris i4650 Scanner

Large Format Document Scanning Equipment:

ARC deploys the Best of Breed Wide Format Scanners, also incorporating the best CCD imaging technology available. These scanners use a high-resolution lens to record the image onto a Charge Couple Device which interprets the image into digital form. This technology is identical to the technology used by the highest level of professional digital cameras, such as Nikon and Canon.

Although these scanners are self-calibrating, we also run test patterns on a weekly basis to verify that these scanners remain within our specification tolerances. If the scanner is found to be out of tolerance, a Context Factory Service tech is called in to service and calibrate the scanner.

Although the city specification indicates scanning at 300 DPI, B&W images, these scanners have the capability of scanning up to 600 DPI, B&W, Grayscale, Color or Auto-color.

NOTE: Many of ARC's competitors use mid-grade scanners using the lower cost CIS technology to capture images. ARC will not use mid-grade, mid quality technology for the scanning services.

The scanners ARC proposes to use for this project are the Award Winning Context UltraX wide format scanner, many of which can capture an image as wide as 60" by any length. In addition, ARC deploys and may use WideTek WT44 or WT48 scanners. Both scanners deploy CCD technology and are world renowned for handling fragile or delicate originals. These scanners use a "straight through" path, and therefore place very little stress on any of the documents being scanned.

ARC has equipped these scanners with large 32~65" display monitors, allowing the operator to instantly view the scanned result on screen and make any adjustments needed. While viewing the image, the operator will also fully QC the image, adjusting the skew/rotate, ensuring the image is complete edge to edge, crop any unnecessary edge, and adjusting the image to achieve the best representative image as possible.

Every image is saved in accordance with their Placeholder barcode cover. ARC's exclusive image processing technology will programmatically insert the Scanned/QC'd image into the proper document, in the exact page sequence position.



Software Version and Availability for Hardware in Use for Scanning:

At ARC Document Solutions, we utilize various software programs for image acquisition and processing across different scanner models. The software versions currently in use are:

- **Kodak Scanners:** We use Kodak Capture Pro software for image acquisition. The current version in use is 6.1.
- **Contex Scanners:** We use Contex NextImage software for image acquisition. The current version in use is 5.4.
- **WideTek Scanners:** We use WideTek Batch Scan Wizard for image acquisition. The current version in use is 5.0.
- **PsiCapture (now sold under Tungsten Automation, formerly Kofax):** We use this software for image processing. The current version in use is 7.10.

All the mentioned software have been in use at ARC for over 10 years, including previous versions.

TIFF IMAGES

Although the city specification indicates scanning at 300 DPI, B&W images, these scanners have the capability of scanning up to 600 DPI, B&W, Grayscale, Color or Auto-color. We can create TIFF images with appropriate compression levels or no compressions. TIFF images can also be produced with OCR text files or as OCR embedded PDF files if required.

IMAGE QC

Process Managed by: Image Quality Specialist – Managed by Jamie Fox

Position Qualifications: Having at least 3 years' experience operating document scanners or 5 years' experience operating multi-function copiers. Strong organizational skills. Good understanding of MS Windows OS and strong understanding of document imaging concepts and technology.

Since each Large Format scanned image is quality checked as it is being scanned, QC of the large format scans are completed in conjunction with the scanning itself.

Meanwhile, as the small format images are being scanned, each image is briefly displayed on screen, allowing the operator to view the images at a high level, checking for folded corners, streaks, or other major defects.

Once each batch is completed, the operator will scroll through, viewing every scanned image, checking each image at a closer level, to ensure that each image had been properly captured, that each image is the best image possible from the source page, and that all images have been properly cropped, rotated and blanks removed.

If any image is found to have a defect, the batch will be rejected and the batch will be investigated to determine the cause of the defect and the process refined or corrected to minimize the defect from re-occurring. In any event, the affected image will be rescanned and replaced to allow the batch to continue in the process.

Once the image QC is completed, the batch will be released for image processing and indexing.

Also see “Assurance for Quality Imaging” section below.

DOCUMENT DE-PREP

Process Managed by: Document Preparation Clerk – Managed by Jamie Fox

Position Qualifications: Having at least 3 years’ experience in document preparation for document scanning and/or litigation support services. Strong organizational and reading skills.

Once all small format scanned images have passed Image QC and released for processing, and if not already completed post scan, the source hard copy will be reinserted back into the source folder from which they were removed, and folders returned to their source box in proper order.

While all hard copy pages will be returned to their respective folders in the same order received.

DOCUMENT REASSEMBLY (OPTIONAL)

Process Managed by: Document Preparation Clerk – Managed by Jamie Fox

Position Qualifications: Having at least 3 years’ experience in document preparation for document scanning and/or litigation support services. Strong organizational and reading skills.

If specific locations wish to have all documents reassembled (meaning replacing all binding materials such as staples, clamps, clips, coil/comb binds, etc.), this instruction must be conveyed before each location issues the boxes for conversion. Details of this process will be discussed during the project kick-off meetings and during the pilot tests.

For this process if a single document were found to have more than one staple, then only one staple would be used when reassembled.

To manage this, ARC will use special barcoded sheets inserted at the front of each document (inserted during the document prep phase) where the sheet will indicate whether a staple, clip or clamp would be used to rebind the document. Although these sheets would be scanned, the images of the sheets would be programmatically deleted before the final PDF or TIFF files are generated. This process allows ARC to define where and which type of binder was used when the documents were first received.

Once all small format scanned images have passed Image QC and released for processing; reassembly clerks will work through each box and folder, to locate the special barcoded sheets mentioned above, then re-apply the appropriate document binder as indicated by the barcoded sheet. All documents would be reassembled, then inserted into their respective folder, and the folders inserted into their respective box, all in sequential order, to match the originals.

IMAGE PROCESSING AND DATA MIGRATION

Process Managed by: Data Migration Specialist – Managed by Jamie Fox

Position Qualifications: Having at least 5 years’ experience in migrating records into Enterprise Records Management Platforms including data delivery via External HDDs. With strong organizational and reading skills, as well as in-dept knowledge of all processes surrounding document conversion workflows.

All Images and Index data will be programmatically processed via specialized software to ensure that all deliverable files meet the city specifications.

The processing software will know the types of documents it is processing and will programmatically build the folder structure and file names (based on the index values) in accordance with the requirements for each document as pre-determined prior to the start of the project.

The processing software will also build the output files to create the PDF or TIFF files, one for each source document, ensuring that all pages are placed, regardless of size, and in proper page order.

In addition, the process software will validate that all images and documents within each batch are successfully output, and that all batches are properly processed.

DOCUMENT SECURITY

Process Managed by: Managed by Jamie Fox

Process Oversight: Vince Pingel (Technical Manager) & Uday Pathirana (Project Manager)

ARC Document Solutions takes the security of all its clients' records seriously. This means we take precautions not only for the physical security of the records, but also to best control the accessibility to the record content as well as the resulting image and data files. To assist with this process, ARC has implemented the following steps to help control the access to this information:

All project barcoding lists the client names by *Initials or Abbreviation*. This eliminates the immediate identification by non-ARC employees as a box of records from a specific client.

All ARC Full-time, Part-time, and Temp Employees are required to sign a Confidentiality/Non-Disclosure Agreement form prior to employment. This is in addition to the Full Background Checks and/or Drug Screen Tests that are required for general Employment.

All Client Boxes must go through a defined scanning workflow, which involves attaching a Box In-Progress label and a Box ID Barcode label to each box. The Box In-Progress label requires the ARC Employee to be responsible for a specific process to initial and date the label, indicating when and by whom the process was handled.

Standard ARC Scanning Procedures require that all ARC operators can check-out and process **only 1 box** of documents at a time.

All IT systems will be secured, and employees required to log-in and out of the system using unique login credentials.

As requested by the city, all data and images will be placed onto encrypted USB Drives for return to City of Norwalk. We propose using the Apricorn Aegis Fortress 500 GB (USB Connected Encrypted Drive). This drive meets the U.S. government standards for information technology and computer security. NIST FIPS 140 is the cryptography standard program required by the US federal government for protection of sensitive data. <https://apricorn.com/fortress>. Additional prices will apply for procuring these encrypted hard drives.



CITY OF NORWALK DOCUMENT PULL REQUEST

Process Managed by: Production Supervisor – Managed by Jamie Fox

Process Oversight: Project Manager – Managed by Udayanga Pathirana

ARC understands that the documents within its custody are active documents, and at any time, may need to be returned to each respective record location, allowing the city to continue its operations. We refer to this service as a Document Pull Request.

Because ARC maintains such tight controls on its inventory and index data, we make it easy and fast to execute any pull request made by the city. The Pull Request will be fulfilled by expediting the scanning of the requested document(s) and transmitting the scanned images back to the requestor at each location.

Although ARC welcomes the requestor to make such a request via voice phone call, we do require the request to be made in writing via email, which will be preserved and maintained as documentation of such request. While typically most requests are fulfilled within the same day, ARC guarantees all requests will be fulfilled within 2 business days from receipt of written request.

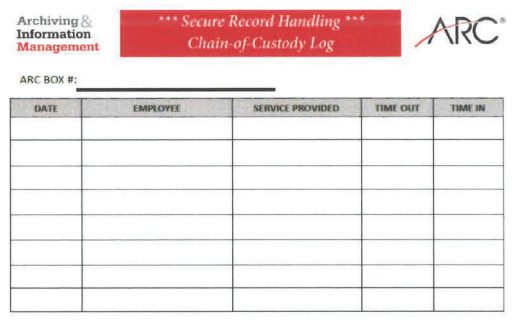
ARC will make available Pull Request services for the city, at no additional costs for up to 10 pull requests per month. If additional pull requests are required, the rate for these may be negotiated prior to the contract agreement.

PRODUCTION PROCESS & TIME TRACKING

Process Managed by: Production Supervisor – Jamie Fox

Process Oversight: Project Manager – Udayanga Pathirana

As part of our Production Process and Audit Controls, ARC will assign one **Chain of Custody Control Card** to each box when received and inventoried. With this Control Card, each employee who handles the box and performs a specific function will log their time spent on that function. This will allow us to track and record actual time spent on each function and provide an audit trail for invoicing and validating time elements that may be charged to the city per the pricing worksheet.



The form is titled "Chain of Custody Log" and is part of the "Secure Record Handling" process. It includes the ARC logo and the text "Archiving & Information Management". Below the title, there is a section for "ARC BOX #:" followed by a line for the box number. The main body of the form is a table with five columns: "DATE", "EMPLOYEE", "SERVICE PROVIDED", "TIME OUT", and "TIME IN". The table has 10 rows for data entry.

DATE	EMPLOYEE	SERVICE PROVIDED	TIME OUT	TIME IN

ASSURANCE FOR QUALITY IMAGING

Process Managed by: Managed by Jamie Fox

Process Oversight: Executive Oversight – Vince Pingel

ARC utilizes leading Image Processing Software to assist with image quality consistency, starting with the scanner software to properly control the hardware, and including post image capture software to manage the image after the scan is complete.

ARC technicians set predetermined parameters for each project, and the system will automatically compare the scanned image against those parameters within a split second. Any image that is found to be outside of the acceptable limits is automatically flagged and prompts the technician to manually correct the image so that it is within the acceptable ranges.

This includes tasks such as programmatic de-skewing (*correcting an image that is captured off center*), brightness/contrast levels, blank page identification and removal.

Upon completion of a project, the software will calculate and report the total number of images scanned versus images processed, and blank images removed, helping to keep the overall costs of scanning to its minimum actual level. Scanner operators will also quality check all images during the capture process for visual accuracy and readability.

We will ensure:

- Every document page in the source file is converted into digital format

- Images are in correct readable rotation
- Output images are in focus and properly aligned
- Image sizes are a correct 100% scale with no abnormal cropping
- Documents are scanned in the same order they have been received
- Proper capture and protection of old & damaged documents
- Proper management of hard copy attachments and small size documents

Operators perform quality control checks throughout the conversion process, comparing an individual scan to the original document to ensure there is no decline in quality. If for some reason a scanned image is not as clear as the original, our quality control inspectors will rescan the image to the highest attainable quality.

Supervisors also perform defined Project In-progress Inspections, validating that the digital file output specifications match the Scope of Work requirements for the project.

Output matching Scope of Work requirements is passed through. Output found with minor issues are corrected, revalidated, and passed through.

However, any output with major issues, or items that could potentially affect additional records within the project would require a **Non-Conformance Report (NCR)** be filed and logged against the project.

Quality Assurance: Non-Conformance Report (NCR)

Document Scanning Center:		QC Form 103.2 REV. 0	
NonConformance Report		Page 1 of 1	
Inspection Date		NCR ID #	
Customer	Project Description		
PO #	AIM Tracker #	Inspector	
Qty. Accepted:	Qty. Rejected:	Inspection Process Performed:	
Description of NonConformance			
NCR Confirmed by	Signature	Date	
Resulting Disposition:	☐ Rescan ☐ Reindex ☐ Reprep/Repair Use 'As Is' ☐ Other: _____ ☐ Modification to Psigen DocType		
NCR Dispositioned by	Signature	Date	
Corrective Action:			
Corrective Action Completed By	Signature	Date	
NCR Verified/Closed by	Signature	Date	
			

Project In-Progress Inspection Form

Document Scanning Center:		QC Form 105.1 Rev. 0																														
Project Inspection		Page 1 of 1																														
Scanning Project In-Progress Inspection																																
Customer:	Project:																															
Barcode # Inspected:	Percentage Completed:																															
<table border="1"> <thead> <tr> <th colspan="3">Contracted Project Specs</th> </tr> <tr> <th>B&W</th> <th>Greyscale</th> <th>Auto Color</th> </tr> </thead> <tbody> <tr> <td>200</td> <td>300</td> <td>400</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Contracted Project Specs			B&W	Greyscale	Auto Color	200	300	400	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Actual Project Specs</th> </tr> <tr> <th>B&W</th> <th>Greyscale</th> <th>Auto Color</th> </tr> </thead> <tbody> <tr> <td>200</td> <td>300</td> <td>400</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Actual Project Specs			B&W	Greyscale	Auto Color	200	300	400	YES / NO			YES / NO		
Contracted Project Specs																																
B&W	Greyscale	Auto Color																														
200	300	400																														
YES / NO																																
YES / NO																																
Actual Project Specs																																
B&W	Greyscale	Auto Color																														
200	300	400																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Scan Type</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Scan Type			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Scan Type</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Scan Type			TIF	PDF	PDF/A	YES / NO			YES / NO								
Scan Type																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Scan Type																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Resolution</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Resolution			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Resolution</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Resolution			TIF	PDF	PDF/A	YES / NO			YES / NO								
Resolution																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Resolution																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Proper Server Location</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Proper Server Location			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Proper Server Location</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Proper Server Location			TIF	PDF	PDF/A	YES / NO			YES / NO								
Proper Server Location																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Proper Server Location																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Proper Indexing Fields</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Proper Indexing Fields			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Proper Indexing Fields</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Proper Indexing Fields			TIF	PDF	PDF/A	YES / NO			YES / NO								
Proper Indexing Fields																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Proper Indexing Fields																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Proper File Type</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Proper File Type			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Proper File Type</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Proper File Type			TIF	PDF	PDF/A	YES / NO			YES / NO								
Proper File Type																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Proper File Type																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Proper Naming Convention</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Proper Naming Convention			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Proper Naming Convention</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Proper Naming Convention			TIF	PDF	PDF/A	YES / NO			YES / NO								
Proper Naming Convention																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Proper Naming Convention																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">Proper Document Separation</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		Proper Document Separation			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">Proper Document Separation</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	Proper Document Separation			TIF	PDF	PDF/A	YES / NO			YES / NO								
Proper Document Separation																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Proper Document Separation																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
<table border="1"> <thead> <tr> <th colspan="3">NO Open NCR's</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>		NO Open NCR's			TIF	PDF	PDF/A	YES / NO			YES / NO			<table border="1"> <thead> <tr> <th colspan="3">NO Open NCR's</th> </tr> <tr> <th>TIF</th> <th>PDF</th> <th>PDF/A</th> </tr> </thead> <tbody> <tr> <td colspan="3">YES / NO</td> </tr> <tr> <td colspan="3">YES / NO</td> </tr> </tbody> </table>	NO Open NCR's			TIF	PDF	PDF/A	YES / NO			YES / NO								
NO Open NCR's																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
NO Open NCR's																																
TIF	PDF	PDF/A																														
YES / NO																																
YES / NO																																
Comments:																																
Inspector: _____ Date: _____																																
Approved By: _____ Date: _____																																
																																

An NCR would define the cause of the non-conforming item, the method in which it will be corrected, and the Corrective Action that will be taken to ensure the issue will not replicate itself again for the remainder of the project.

The NCR will require multiple signatures of both supervisors and managers to validate the resolution of the issue before it can be closed out. Moreover, employees will be trained on their specific tasks before being released to perform such

tasks. Training sessions will be held on a regular basis to ensure that all employees meet the standards established and apply the techniques learned consistently throughout the term of the project. The Project Manager will maintain a training log to ensure that all employees receive and maintain expected performance levels.

OPTICAL CHARACTER RECOGNITION (OCR)

Process Managed by: Project Manager – Uday Pathirana

Process Oversight: Executive Oversight – John Kovacs

Our Optical Character Recognition (OCR) process serves as a cornerstone in the transformation of diverse document formats into searchable data, encompassing scanned paper documents, microfilm, PDF/TIFF files, and digital camera images.

As ARC professionals follow our meticulous processes for document scanning, indexing and quality assurance procedures, the scanned images results are used to create each PDF/TIFF file. The output PDF/TIFF files will be subjected to an Optical Character Recognition (OCR) process. This process will programmatically recognize all machine printed text, and embed the recognized results into the PDF file, thereby rendering a "Searchable Image" PDF file. TIFF files will have separate and associated OCR Text file.

The Searchable Image PDF files will prove to be quite beneficial to the city, allowing the city staff to conduct "Word" or "Phrase" searches against the content of the PDF file (formerly hard copy originals) to find matching Word/Phrases within each PDF file searched. Essentially, this process provides new life and extends the usefulness of hardcopy documents that have been locked away in files cabinets and storage boxes for years.

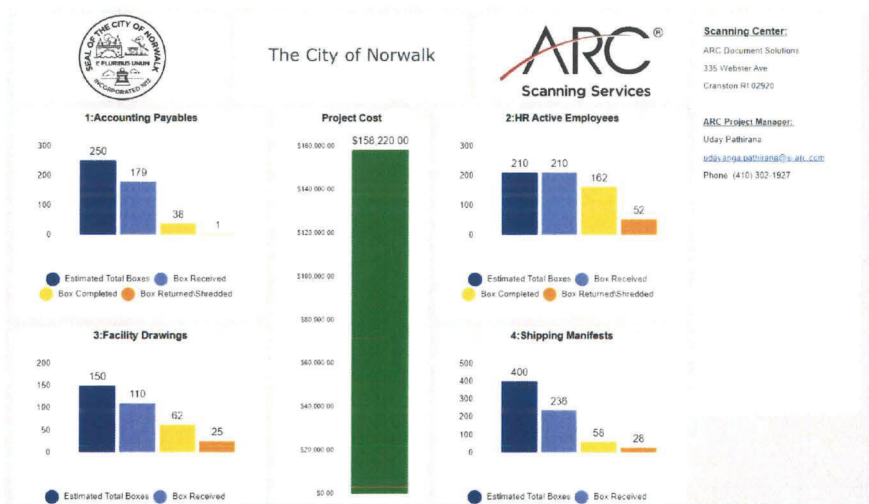
PERFORMANCE REPORTS, COMMUNICATIONS AND PRODUCTION SCHEDULE

Process Managed by: Project Manager – Udayanga Pathirana

Process Oversight: Executive Oversight – Vince Pingel

PERFORMANCE REPORTS

The ARC Project Management Team will actively engage in weekly scheduled project status meetings, during which comprehensive reports will be provided both verbally and electronically. These reports will include operational statistics, key performance indicators, milestones achieved, as well as any trouble areas or pending issues needing resolution.



Furthermore, ARC will set up an "Online Dashboard" accessible to the City's team 24/7 via a URL link. This dashboard will display project status, completion percentage by project phase, funds consumed, and remaining available funds allocated for the project at no extra cost.

Moreover, should any issues or concerns arise in the interim, please do not hesitate to reach out to your assigned project manager for assistance.

COMMUNICATION

As stated in the Executive Summary and Vendor Profile above, ARC has the resources, labor, technology, knowledge, and experience to deliver this project at nearly

any volume required. Although the quantity of documents may vary from collection to collection, ARC will work with the city to refine a plan to complete the desired quantities within the mutually agreed timeframe.

ARC will assign a Project Manager as a single point of contact for this project. The ARC Project Manager (PM) will be accountable to the City Program Manager, and will host regular Progress Meetings, provide regular production status and progress reporting, and will work with the Program Manager to prioritize locations for scheduling off-site and/or on-site collections to be converted.

General questions or inquiries can be presented and addressed in scheduled production meetings. and any urgent inquiries can be brought to the ARC Project Manager, via email or phone. the city can expect a response within 2 business days. Any unresolved issues can be escalated to the Vice President of Northern California and would be immediately addressed.

Once specific collections have been identified, a target production schedule will be established, and specific timelines will be developed for the various stages of this project.

As with many other large-scale projects currently underway, the ARC PM can establish an on-line Project Dashboard, specifically developed for this project. This dashboard would provide up-to-the-minute project statistics and status for each collection and location in production. The Project Dashboard will be available to any individual, as assigned by the Program Manager. Access to the Project Dashboard will be provided via a simple link to a specific web address.

For the project, pick-up and delivery schedules would be established at a mutually agreed cadence to specifically minimize the time the original documents are in ARC's custody and coordinated by the ARC PM.

PRODUCTION TIMINGS

To establish production throughput, we have outlined the estimated time required to process one large file (consisting of 500 pages), including various stages such as document prep, scanning, indexing, quality control, and reassembly of the hard copy.

PROCESS	ESTIMATED TIME	NOTES
DOCUMENT INVENTORY & PER-INDEX	30 Seconds	
DOCUMENT PREPARATION	10 to 20 minutes	Pending quantity of staples/Clips/Clamps, attachments and folded pages
DOCUMENT SCANNING	7 to 10 minutes	
DOCUMENT INDEXING	30 to 60 seconds	
DOCUMENT/IMAGE QC	4 minutes	
IMAGE PROCESSING	2 minutes	
FINAL QC	1 minute	
HARD COPY REASSEMBLY	3 to 10 minutes	Pending quantity of staples/Clips/Clamps, and folded pages
TOTAL TIME	20 to 35 minutes	

Upon determining the specific volume of documents and the desired timeframe, ARC will prepare a validation box before integrating all documents into our production workflow. An interim ramp-up schedule will be implemented to ensure that validation methods and delivery mechanisms can handle the volume during the initial phase. Once at full capacity, the schedule will stabilize to ensure consistent monthly deliveries throughout the contract period or as required by the city.

PROJECT TIMELINE

Our distinctive capacity to adjust our operations according to volume and demand ensures that your project receives meticulous attention and is completed within the specified deadline.

With our commitment to security and scalability, you can trust ARC to deliver projects promptly, consistently meeting deadlines and budget requirements.

ARC acknowledges the specified timeline of 2 months by the city and is fully capable of meeting it. We will collaborate closely with the City's team to complete the project on time and efficiently, without compromising quality.

EST. PROJECT TIMELINE



PROJECT MANAGEMENT AND PRODUCTION STAFFING

ARC recognizes the significance of this project, and we understand the requirement for absolute security, accuracy, and performance of this project. Therefore, ARC will assemble a Project Management Team that will be second to none, to manage all critical aspects of this project from start to finish.

John Kovacs, mentioned above, will serve as **Executive Oversight**. John will maintain oversight of all aspects of the project, to ensure that all project objectives and requirements are met. John will have the authority, granted by Executive Management of ARC, to make any decisions necessary to keep the project on schedule, within budget, and all quality expectations are met.

Vince Pingel, mentioned above, will serve as the **Technical Manager** for this project, and will be responsible for developing the exact workflow to be deployed, selecting, and configuring the technology, hardware, and software, to be deployed for this project. Vince will maintain technical oversight on this project to ensure all objectives are achieved or exceeded. In his 30+ years of Document Scanning Experience, Vince has been involved in numerous highly visible, marquee projects across the US during his 30 years of service.

Jamie Fox, also mentioned above, will serve as the **Production Manager** for this project. Jamie will be responsible for staff assignments and ensuring that all staff have been properly trained in each function they perform, as well as having a full view of the scope and objectives of the project.

Uday Pathirana will serve as **Project Manager & Staff Trainer** for this project. Uday will be responsible for detailed training of each of the production staff assigned to this project. In addition, Uday will document the staff names and training elements the staff received.

ARC maintains many highly skilled staff positions, with many years of experience, who currently work in our production centers at all levels and who are performing all functions as described in the workflow section above.

For specific positions, the following describes the base qualifications for each position:

Document Preparation Clerk: Having at least 3 years' experience in document preparation for document scanning and/or litigation support services. Strong organizational and reading skills.

Document Scanning Technician: Having at least 3 years' experience operating document scanners or 5 years' experience operating multi-function copiers. Strong organizational skills. Moderate mechanical aptitude, and strong understanding of document imaging concepts and technology.

Document Indexing and Inventory Clerk: Having at least 3 years' data entry experience. Strong reading skills and having a deep understanding of barcode technology and database applications. Ability to learn and understand customer documents and content.

REFERENCES

Reference 1			
Company Name	Glastonbury School District, CT		
Customer Name	Karen Bonfiglio, Finance Director		
Customer Email	bonfigliok@glastonburyus.org	Phone	(860) 652-4910
Address	628 Hebron Avenue, Glastonbury, CT 06033		
Cost	\$50,000.00		
Project Dates	2015 to date (After the backlog conversion project, customer is sending records on annual basis)		
Personnel Assigned	Jamie Fox, Uday Pathirana		
Project Description & Scope			
ARC was tasked with the digitization, data capture, and custom organization of Student Records and Human Resources records for Glastonbury School District. This extensive project involved handling various records from multiple schools within the district. The primary challenge lay in managing the diverse types of documents and ensuring accurate data capture and indexing for each school. Additionally, maintaining the security and integrity of sensitive documents throughout the digitization process was crucial. To address these challenges, ARC conducted thorough assessments to understand the specific requirements for each type of document and school, developing a detailed project plan that included secure handling procedures, advanced scanning technology, and specialized software for data capture and indexing. Regular communication with school officials ensured alignment on project goals and allowed for prompt resolution of any issues. Rigorous quality control measures were implemented, involving multiple verification steps to ensure the highest level of accuracy. The result was the successful digitization and organization of all large and small format records, with a high degree of accuracy and secure handling maintained throughout the process. Glastonbury Schools expressed satisfaction			

with the quality and efficiency of the work, highlighting ARC's commitment to delivering tailored and secure digitization solutions that meet client needs and expectations.

Reference 2

Company Name	The American School for the Deaf – West Hartford CT		
Customer Name	Randy D'Angelo, Director of Information Technology		
Customer Email	randy.dangelo@asd-1817.org	Phone	(860) 570-1869
Address	139 North Main Street, West Hartford CT 06107		
Cost	\$100,000.00		
Project Dates	2021 to date (After the backlog conversion project, customer is sending records on annual basis)		
Personnel Assigned	Jamie Fox, Uday Pathirana		

Project Description & Scope

The American School for the Deaf (ASD) faced a challenge for managing the diverse array of documents across various departments, each with unique requirements for data capture and indexing. Ensuring the security and integrity of sensitive documents throughout the digitization process was also crucial. Additionally, the project required seamless communication between ARC and ASD to maintain accuracy and meet the specific needs of each department.

To address these challenges, ARC conducted detailed assessments of the document types and requirements for each department, developing a comprehensive project plan outlining the steps for digitization, data capture, indexing, and quality control. Regular communication channels were established with ASD to ensure alignment on project goals, with a dedicated project manager appointed to facilitate smooth interactions and prompt resolutions to any issues.

Secure handling procedures were implemented to maintain the confidentiality and integrity of all documents. Advanced scanning technology was utilized to digitize the documents with high accuracy, and specialized software was employed to capture and index data according to each department's specifications. Thorough quality checks were conducted at each stage to ensure data accuracy and completeness, with experienced staff reviewing and validating the digitized documents and their indexes.

The project resulted in the successful digitization and indexing of engineering and construction drawings along with records from multiple departments. A high degree of accuracy in data capture and indexing was achieved, meeting the specific needs of each department. Secure handling of all documents was ensured throughout the process, maintaining their confidentiality and integrity. ASD provided positive feedback for the quality and efficiency of the digitization process, strengthening the partnership and paving the way for future collaborations. This project exemplifies ARC's commitment to delivering tailored digitization solutions with exceptional attention to detail and security, ensuring client satisfaction and project success.

Reference 3

Company Name	Providence Public Schools		
Customer Name	Carina Monge, M.Ed, Volunteer Program & Student Records Manager		
Customer Email	carina.monge@ppsd.org	Phone	(401) 456-9239
Address	797 Westminster St, Providence, RI 02903		

Cost	\$500,000+		
Project Dates	2018 to date (After the backlog conversion project, customer is sending records on annual basis)		
Personnel Assigned	Uday Pathirana, Bridget VanDemark, Dianne Gibree		
Project Description & Scope			
ARC was engaged to undertake the digitization, data capture, and custom organization of student records and special education-related records for Providence Schools. This comprehensive project involved handling a variety of document types, including paper records, microfilms, and historical digital records. Each document type required specific data capture and indexing, presenting a significant challenge in terms of managing the diverse nature of the records and ensuring consistent accuracy across the board. To address these challenges, ARC implemented a meticulous project plan that emphasized careful communication with Providence Schools to fully understand their specific needs and requirements. A dedicated project manager facilitated ongoing coordination, ensuring that all stakeholders were aligned and that any issues were promptly resolved. Secure handling procedures were paramount, given the sensitive nature of the student and special education records. ARC employed advanced scanning technology and specialized software to accurately capture and index the data for each document type. Quality control was a critical aspect of the project. ARC established a bulletproof quality control procedure that included multiple verification steps to ensure the highest level of accuracy and completeness. Experienced staff members reviewed and validated the digitized records, ensuring that all data capture and indexing were performed to the highest standards. The result was the successful digitization and organization of Providence Schools' student records and special education-related records. The project achieved a high degree of accuracy in data capture and indexing, meeting the specific needs of the school district. Secure handling of all documents was maintained throughout the process, ensuring the confidentiality and integrity of the sensitive records. Providence Schools expressed satisfaction with the quality and efficiency of the digitization process, highlighting ARC's commitment to delivering tailored and secure digitization solutions that exceed client expectations.			
Reference 4			
Company Name	Family Service Association (FSA), May Se		
Customer Name	Angela Spellman – Director of Information Technology		
Customer Email	ASpellman@frfsa.org	Phone	(508) 730-1138, ext. 3562
Address	101 Rock Street, Fall River, MA 02720		
Cost	\$550,000.00		
Project Dates	2022 to date (After the backlog conversion project, customer is sending records on annual basis)		
Personnel Assigned	Uday Pathirana, Bridget VanDemark		
Project Description & Scope			
Family Services Association (FSA) faced a significant challenge in accessing their business-critical records stored in a record storage facility, particularly during the COVID-19 pandemic when most of their staff were working from home. These records, subject to stringent HIPAA regulations, comprised approximately 60 pallets (2,065 boxes) of documents			

from 26 different business units. The urgency and sensitivity of the task were paramount, as FSA required secure packing, digitization, and shredding of these documents within a fast-track twelve-month timeframe.

To address this challenge, FSA selected ARC Document Solutions for the project. ARC responded swiftly by mobilizing a specialized task force well-versed in HIPAA guidelines. This team meticulously packed and inventoried every document, ensuring that each step of the process adhered strictly to accuracy and efficiency standards. Advanced scanning technology and secure handling procedures were implemented to digitize the records while maintaining the confidentiality and security required by HIPAA regulations.

Throughout the project, ARC maintained close communication with FSA to ensure alignment on project goals and prompt resolution of any issues. The dedicated task force executed the digitization process with precision, safeguarding sensitive information and ensuring that all documents were accurately captured and indexed.

The result was the successful completion of the project within FSA's deadline. ARC met the HIPAA data security requirements, safeguarding the confidentiality and security of the sensitive documents while digitizing the content. This enabled FSA to access their business-critical records remotely, meeting their operational needs despite the challenges posed by the pandemic. ARC's efficient and secure handling of the project allowed FSA to achieve their business goals, highlighting ARC's commitment to delivering tailored and reliable digitization solutions.

Reference 5

Company Name	City of Richmond, Department of Public Utilities		
Customer Name	Vianney Herrera – Project Manager		
Customer Email	Vianney.m.herrera@gmail.com	Phone	(804) 512-1445
Address	400 Jefferson Davis Hwy, Richmond, VA 23224		
Cost	\$600,000.00		
Project Dates	2020 to date (Multiple records collections received and periodic pickups based on customers new requests)		
Personnel Assigned	Uday Pathirana, Phyllis Webster, Keturah Nelson		

Project Description & Scope

ARC Document Solutions was engaged to digitize and index multiple collections of both small format and large format records for a client. These records spanned a diverse range of categories, including projects, facilities, utilities, customer records, financial documents, and facilities-related documentation. The scope of the project was substantial, involving over 1,000 boxes of records and more than 50,000 drawings that required meticulous digitization and indexing.

The primary challenge lay in managing the vast quantity and variety of records while ensuring accuracy and efficiency. Each type of document demanded specific handling and data capture procedures, necessitating a tailored approach to meet the client's diverse needs. Additionally, the project needed to be completed within a specified timeframe and budget, with a current contract value exceeding \$300,000.

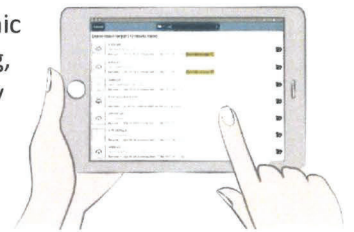
To address these challenges, ARC implemented a comprehensive project plan that included the deployment of advanced scanning technology and specialized software for data capture and indexing. A dedicated project team was assembled to handle the digitization process, ensuring that each document type was processed according to its specific requirements. Rigorous quality control measures were put in place to maintain high standards of accuracy and completeness throughout the project.

ARC maintained close communication with the client to ensure alignment on project goals and to address any emerging issues promptly. The team worked diligently to digitize and index the records, paying particular attention to the secure handling of sensitive documents.

The result was the successful digitization and indexing of all small and large format records, encompassing over 1,000 boxes and 50,000 drawings. ARC completed the project efficiently, meeting the client's requirements and maintaining the agreed-upon budget. The client expressed satisfaction with the quality and accuracy of the digitized records, reinforcing ARC's reputation for delivering reliable and tailored digitization solutions. The project's success highlights ARC's commitment to excellence in handling large-scale and complex digitization tasks, enabling clients to manage their records more effectively.

SKYSITE ARCHIVES CLOUD DOCUMENT MANAGEMENT SOLUTION

SkySite Archive is a secure, ISO 27001 Certified and HIPAA compliant cloud based electronic records management solution that provides advanced search ability options, file sharing, collaboration and implements the highest level of security. SkySite Archives is specially designed for managing Facilities Records, Architectural, Engineering and Construction Records with optimizations and custom workflows.



Features & Key Notes:

1. **Powerful search** – Quickly find what you need with enhanced search capabilities, custom index tagging and intelligent filtering.
2. **Advanced Information Capture** – OCR based document storage system helps find information, even in scanned documents.
3. **Document Retention** – Assign document types, retention timelines and retention managers to receive automatic notifications when it is time to act on old files.
4. **Forms** – Go paperless by digitally managing your standardized forms from start to finish.
5. **All your favorite devices** – iOS or Android manage your archived documents online and offline. Link, Search, Sync – take all functions with you.
6. **Unlimited and Scalable** – There is no storage limit or user limits. From one file cabinet to full document rooms, our digital document archive storage is designed to grow with you.
7. **Quick and easy uploads** – SkySite's accelerated and optimized upload is drag and drop simple and uploads even those massive files quickly.
8. **Single Sign-on** – Get improved security, reduced admin costs and streamlined access with SSO.
9. **File Sync** – Sync all your files between desktops, mobile and among all your teams. Ensure everyone is working with current information.
10. **Enhanced Security** – Protect yourself from data breaches, phishing attacks, and password leaks
11. **Email Management** – Sync and Archive Email messages.

12. **Content Support** – Ability to manage all the different electronic file formats with optimized web viewers for standards formats.
13. **Professional Services Support** – 24x7 professional help and support teams waiting to assist our customers.
14. **Customization and feature development** – Our design and development teamwork with customers to build customer capabilities and branding.
15. **Proven and tested with high secure environments** – SkySite Archive is used by variety of public and private sector customers managing their secure and sensitive information through this platform.

Additional more Information: <http://support.skysite.com/support/solutions/36000027375>

ARC can arrange SkySite Archive demonstration to Customer at onsite or via web meeting on demand.

The proposed solution will offer following capabilities:

- Unlimited number of Users to access the Cloud based solution. SkySite Archives solution is hosted with Amazon Virtual Private Cloud environment.
- Authorized users can access the Cloud environment with any standard web-browser and iPhone and Android Phone apps, Apple iPad Apps. No dedicated hardware needed.
- 100 GB of Cloud Storage Space.
- We will create multiple document collections/ repositories as needed to manage the records.

SkySite Archive User Training

1. ARC will arrange 2 sessions of SkySite Archive Administrative and End User trainings.
2. And Customer may request on-demand trainings as needed.

Solution overview,

<https://www.e-arc.com/technology-solutions/archives/>

Links to access information about our Compliances:

<https://www.e-arc.com/services/hipaa-compliance/>

Download product brochures:

https://www.e-arc.com/wp-content/uploads/2015/12/ARC-HIPAA_Brochure.pdf

This space has been left intentionally blank

PRICING SHEET

Summarized Scope of Work

- **Estimated Volume:** Approximately 50,000 file folders of parcels to be digitized, expected to fit into 60 boxes of 1.2 Cu. Ft. size.
- **Services Offered:** ARC will provide fully outsourced document scanning and indexing services, adhering to State and Federal document imaging guidelines.
- **Pricing Options:**
 - **Option 1:** Scanning at ARC Service Center (Off-Site)
 - **Option 2:** Scanning at Customer's Facility (On-Site)

Pricing for Option 01: Scanning at ARC Service Center (Off-Site)

#	Service Description	QTY	Unit Price	Sub-total
01	Barcode-based chain of custody process and secure direct transportation to ARC Service Center	60 Boxes	\$6.00	\$360.00
02	Document Preparation "PREP"	145,00 small format pages	\$0.04	\$5,800.00
03	Records scanning 300 DPI, TIFF/PDF files, OCR Text Searchable content creation	145,000 small format pages	\$0.03	\$4,350.00
04	Large format document scanning services, 300 DPI, TIFF/PDF	5,000 drawings	\$0.99	\$4,950.00
05	Document Re-prep (Re-assembly)	150,000 pages	\$0.01	\$1,500.00
06	Records Indexing Services	50,000 Parcels	\$0.40	\$20,000.00
07	Records return after receiving customer confirmation	60 boxes	\$6.00	\$360.00
Sub-total				\$37,320.00

Pricing for Option 02: Scanning Services at Customer Facility (On-site)

#	Service Description	QTY	Unit Price	Sub-total
01	Document Preparation "PREP"	145,00 small format pages	\$0.07	\$10,150.00
02	Records scanning 300 DPI, TIFF/PDF files, OCR Text Searchable content creation	145,000 small format pages	\$0.06	\$8,700.00
03	Large format document scanning services, 300 DPI, TIFF/PDF	5,000 drawings	\$3.00	\$15,000.00
04	Document Re-prep (Re-assembly)	150,000 pages	\$0.03	\$4,350.00
05	Records Indexing Services	50,000 Parcels	\$0.60	\$30,000.00
Sub-total				\$68,200.00

Pricing for SkySite Archives Cloud Interim Solution (Optional Offering)

#	Service Description	QTY	Unit Price	Sub-total
01	SkySite Archives Cloud – Professional Edition - Includes Advanced Index Search Functionality - Global Context (OCR) Search and full-text content creation of standard file formats. - Includes Document Retention Module - iOS and Android Apps are Included. - Sync Module, Bulk Data migration modules are included. - Includes 1 TB of cloud storage. - Includes unlimited user accounts. 2 Administrative Training Sessions Included. Solution support included with 2-hour Service Levels.	1 Year	\$4,995.00	\$4,995.00

Notes:

- Prices submitted are considered firm until June 31st, 2025.
- Record volumes listed above are estimates and ARC will bill for actual volumes produced.
- ARC will invoice monthly for projects with a longer schedule over 1 month.
- Above prices excluding any taxes that will be applicable at the time of invoicing.
- SkySite Archives – Minimum Contract Period is 1 year.

ARC'S UNIQUE QUALIFICATIONS

The following are highlights of our unique offering, recommendations, and innovative ideas that ARC can provide. Our goal is to exceed your expectations:

Imaging Standards: - All equipment and practices designated here will exceed ANSI-AIIM MS 44 Standards.

Equipment to be deployed for this project (additional equipment and personnel may be added as SOW changes and as needs evolve):

- 2 – Kodak i4650 Small Format Scanners
- 2 – Canon DR 21- 140 Small format scanners
- 2 – Contex UltraX 4290 Large Format Scanner
- 6 – Windows PCs with various software, for Inventory, Indexing & QC

Equipment Capacity: - For both the Kodak and Canon Small Format scanners, these devices are rated at 140 pages per minute when scanned in landscape mode with all documents being A4 size. If scanning duplex, this could yield up to 280 images per minute. However, for the majority of our projects, we expect to achieve a more realistic throughput of **approximately 75 images per minute, equating to about 4,100 images per hour**. Therefore, operating for a full shift (approximately 7 hours of working time), we could process **approximately 28,700 images per working day (one shift); or 602,700 images per working month (one shift)**.

For the Contex Large Format Scanners, the actual realized output can vary depending on the size, condition, and quality of the originals. On average, for most of our projects, we anticipate scanning about 75 sheets per hour. This translates to **around 525 sheets per working day (one shift); or 11,025 sheets per working month (one shift)**.

Security and Document Scanning Location - ARC provides the necessary document triage to ensure the most important, and the most confidential chain of custody process. To do this, ARC will utilize our Farmington, CT, Scanning Center. We

will NOT allow mixed customer assets, nor allow pick up or delivery of documents and boxes that have other customers' content inside the trucks. ARC will transport City of Norwalk documents exclusively in our vehicles and each trip will be non-stop.

Staffing – ARC has current staff to fulfill all requirements as put forth in this SOW. Should the SOW change to the point where additional staff are required, ARC will train as necessary and develop marketable skills for all new hires and contribute to the local job market and invest in the local economy.

Security – ARC has facilities that are HIPAA compliant, SOC2 and ISO certified. Our staff has received specialized training in handling sensitive and confidential information, we have been audited by third-party verification companies and our facilities have secured areas for scanning which can be accessed only via secure card access. Our HIPAA and SOC2 compliant Centers are under 24/7 video surveillance, as well as extensive perimeter security management.

Expedited Project Delivery – ARC can handle any amount of documents collections for this contract period. We can scale operations locally to meet the timelines required as ARC has the resources to adapt to any quantities or timeline of 6-month (start to complete) the city has determined. The key benefit to the city is the access to digitized content at an accelerated pace giving each location the opportunity to derive the benefit of digitized content earlier, improving staff and information request performance. In other words, your ROI will begin earlier and be greater over time.

CONCLUSION

As evidenced in this proposal, ARC Document Solutions has extensive experience, technical expertise, and a detailed comprehensive workflow to handle this project.

Our Quality Assurance Plan and attention to detail throughout all phases of this project ensures transparent communications, strong project management, absolute focus on document chain of custody as the custodian of records, best of breed image processing technology, and highest data security measures to deliver a successful project. Furthermore, ARC's customer focused approach extends to all aspects of the project – not just production. From transportation, to communication, to project updates, to accounting and billing, ARC will provide an effortless and enjoyable process.

We would like to address two key elements cited noted by City of Norwalk:

Cost – ARC understands the city needs to be judicious with their spending. We have priced our services aggressively, offering two production options. However, maintaining high standards requires us to invest in top-tier software, hardware, and personnel. While our costs may exceed those of other providers, we strive to provide unparalleled value to our customers. This commitment is reflected in our motto: "Delight our customers by making it easy and fun to work with ARC." This approach fosters satisfaction and long-lasting relationships, demonstrating the value we bring at every level of our interaction, from delivery to accounting.

Performance & Experience - Understanding the critical importance of past performance and experience in fulfilling City of Norwalk digitization SOW, ARC stands out as a pioneer in document digitization. We have consistently led the industry by embracing cutting-edge technology and best practices to enhance customer service. ARC is renowned nationwide as one of the most reputable providers of Document Management services.

Our team comprises industry-leading professionals, ensuring that ARC offers unmatched experience and expertise. With over a century of experience, our staff—from delivery drivers to accounts receivable and from the CEO to scanner operators—demonstrates unparalleled knowledge and commitment. This depth of experience permeates every aspect of our operations, going beyond mere "production."

ARC's local presence ensures that we can meet the SOW requirements within the specified deadline. Should the scope expand, or the timeframe shorten, ARC has the resources in the State of Massachusetts to accommodate any changes.

Our unique capabilities, knowledge, and experience translate into tangible outcomes: secure, on-time, on-budget project delivery with minimal effort, consistently meeting expectations.

Organizations like City of Norwalk Department of Inspectional Services Building Division benefit from ARC's exceptional capabilities, knowledge, and experience. We have provided six references for your review and are prepared to offer additional references of any size and scope upon request.

In summary, the Controls we have in place considers the following factors:

- Tracking, Completion, and Inclusion of all documents and document pages
- Quality of Scanned Images
- Readability of Resultant Images
- Accuracy of Index Data collected
- Secure Control and Tracking as a custodian of records
- Consistency and Accurate Accounting of all Deliverables to Hard Copy Records
- Maintaining the highest level of security and protection for the hard copy documents, as well as protecting the resultant images and data, being encrypted while in transit

We are confident that these workflows, processes, and procedures will exceed all requirements for the conversion of records for City of Norwalk.

Thank you for the opportunity and we look forward to assisting City of Norwalk with providing the strongest document conversion solution for its records conversion project.

Respectfully Submitted,

John Kovacs
Regional Director
ARC Document Solutions
john.kovacs@e-arc.com
Office: (925) 394-8394

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

ARC Document Solutions, LLC
Proposer's Name

17 Talcott Notch Rd
Street Address

Farmington	CT	06032
City	State	Zip

Business Telephone: 860-677-8817

Email Address: mike.solenzio@e-arc.com
--

Mike Solenzio, Document Solutions Consultant
Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
	07-24-2024
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. **BIDDERS MAY NOT TAKE EXCEPTION TO SUBSTANTIVE TERMS OF STANDARD CONTRACT FORMS PROVIDED IN THE RFP/RFQ/ITB.** Exceptions must be declared below in order to be considered by the City:

This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - ARC Document Solutions, LLC		
Address - 17 Talcott Notch Rd, Farmington, CT 06032		
Phone - 860-677-8817	Fax -	Email - jamie.fox@e-arc.com
Manager - Jamie Fox		Fed ID# 74-6036592

The undersigned hereby declares that they have or they have carefully examined the plans, specifications and project sites and has satisfied themselves 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.

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

- A. PROPOSED FEES:** Fees should breakdown by method and scanning location. Note the cost of documentation preparation (per Page), the City may elect to prepare all files in advance. Enter the rates for both images only scan and image scan + OCR. Enter the estimated number of months needed to scan the document page totals, if there is an administration fee and the cost per month for temporary up to thirty-six (36) month interim system solution.

SCANNING OFFSITE FACILITY						
	PAGES	PREP/pg	SCAN IMAGE/pg	SCAN IMAGE +OCR/pg	PU-DELIVER/bx	OTHER*
SCANNING	150,000	0.04	0.03	0.03	6.00	Large format scanning = 0.99
ADMINISTRATION FEE/per month	Included					Document Re-assembly = 0.01
INTERIM SYSTEM SOLUTION/per month	\$416.25					Records Indexing Services = 0.40

Please see the detail pricing calculations for this project in ARC Proposal Page 35 and 36.

CITY OF NORWALK PURCHASING DEPARTMENT

SCANNING ONSITE FACILITY						
	PAGES	PREP/pg	SCAN IMAGE/pg	SCAN IMAGE +OCR/pg	PU- DELIVER/bx	OTHER*
SCANNING	150,000	0.07	0.06	0.06		Large format scanning = 3.00
ADMINISTRATION FEE/per month	Included					Document Re- assemble = \$0.03
INTERIM SYSTEM SOLUTION/per month	\$416.25					Records Indexing = \$0.60

*OTHER: Please use additional pages to describe the fee

B. CERTIFICATION

Submitted By: <i>Michael Alejo</i>	Signature: <i>Michael Alejo</i>
Authorized Agent of Company (Name & Title):	
<i>PSC</i>	Date: <i>7.30.24</i>

C. 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 #	1	Dated	07-12-2024	Addendum #		Dated	
Addendum #	2	Dated	07-25-2024	Addendum #		Dated	

Please refer ARC proposal Page 35 and 36 for detail pricing calculations for this project. Thanks!

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1.	Number of years in business:	20 year	
2.	Number of personnel employed:	Part Time	Full Time
		200	1,600

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
Glastonbury Board of Education - CT	2021 to 2023	Karen Bonfiglio (Dir. Fin)	860-652-4910
American School for the Deaf West Hartford, CT	2022 to 2023	Randy D'Angelo (Dir. IT)	860-570-1869
Providence Public Schools - RI	2021 to To-date (multiple phases)	Carina Monge M.Ed (Manager)	401-456-9239
Family Services Association - MA	2023	Angela Spellman (Dir. IT)	
City of Richmond - DPU	2022 to 2023	Vianney Herrera (Pro. Manager)	804-512-1445
Town of Farmington - CT	2022 to 2023	Robert J Wadowski, Chief Of Surveys	860-675-2305

Please see the ARC proposal page 29 for the detail project scopes

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 portion or section of work 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		
	Y	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 eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) : 37593068001				
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 <u>if different from what has been indicated on the response form:</u>				
Business Name				
Address				
City, State & Zip				
Name of Agent				

CITY OF NORWALK PURCHASING DEPARTMENT

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. A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

9. Your company may be asked to submit the following information relative to your company's financial statements prior to receiving an award. This information will not be part of the public bidding record and will remain confidential.

All information should be supported with appropriate audited financials

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential.

Additional information may be requested subsequent to your responding to this bid request.

10. Identify your businesses' supplier diversity classification and provide certification:

DIVERSITY CLASSIFICATION	CHECK ALL THAT APPLY
Women Business Enterprise (WBE)	
Minority Business Enterprise (MBE)	
Disadvantage Business Enterprise (DBE)	
Veteran-owned Small Business (VOSB)	
Small Business (SBE)	
Other (please explain)	Publicly listed company

CITY OF NORWALK

PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:

<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name: McGriff	Tel: 205-98608134
Agency Address: 2000 International Park Drive, Suite 600, Birmingham, AL 35243	Email: kilee.sapp@mcgriff.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information (please provide the POC for follow-up questions to this questionnaire):**
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

ARC Document Solutions, LLC
17 Talcott Notch Rd, Farmington CT 06032
Darrell Leetz, Corporate Infrastructure Administrator - Compliance Manager
Mobile. 215-651-8474 Email:darrell.leetz@e-arc.com

2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

Document digitization and indexing services
Offer temporary cloud based document management environment

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☒ NO ☐

ARC will use its own equipment and resources to perform these services

4. **Description of Data:** Are you using data from the City in order provide the services/product to the City (Yes or No, if Yes proceed to 3.1)

a. What data is needed to provide the services/products to the City?

Example: Name, Social Security Number, Trade Information, Source Code, Payroll or Accounts Payable data, student or patient data, Law Enforcement data, any Personally Identifiable Information (PII), etc.

YES ☐ NO ☒

If your answers to Questions 3 and 4 are BOTH “NO”, thank you for completing the IT Information Security Questionnaire.

If one or both questions are “YES”, please complete the remaining questions.

5. **Office Locations:** How many office locations does your organization have? *Please include the locations of your organization.*

ARC has 140 locations throughout the country. Our service center in Farmington CT will be the main service location that will involve in this project. Additionally our Archival Information Management Center in 9130 Red Branch Road, Columbia MD 21045 will assist with any additional support for this project.
List of all ARC Locations - <https://www.e-arc.com/locations/>

6. **Data Center Locations:** How many data centers does your organization utilize to provide services/products to the City? *Please include the locations of the data centers utilized by your organization.*

Our SkySite Cloud Solution is hosted with AWS Virtual Private Cloud.

7. **Business Entity:** What is your business entity type?

**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

LLC

8. **How many employees and contingent workers do you have in your organization?**

1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☒ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?

YES ☒ NO ☐

We are proposing both on-site and off-site options.

Off-site primary Service Location - 17 Talcott Notch Road, Farmington, Connecticut 06032

Off-site Secondary Service Center - 9130 Red Branch Road, Suite P, Columbia MD 21045

10. Access to Data: How is your organization accessing City data?

**Example: Is the data supposed to be sent to your organization via email or will the data need to be uploaded to an application?*

**Note: For third-parties that are providing an application to perform the services, please specify whether the application will be an internally hosted solution, cloud-based solution (i.e. SaaS, IaaS, PaaS), or a traditional web-based application (i.e. eBay, WebEx, online banking application)*

ARC will not access City Data. In this project we are digitizing Parcel records which are public information. Scanned images will be temporary hosted in ARC's SkySite Cloud Solution as per City's request.

11. Data Storage: Does your organization outsource data storage or does your organization utilize its own databases to store data? Does your organization store data outside of the United States?

YES ☐ NO ☒

AWS VPC

12. Segregation of Data: Does your organization's database structure allow segregation of sensitive client data?

YES ☒ NO ☐

All data are stored in AWS S3 cloud storage.

13. Independent Attestations: Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI- DSS, ISO 9001)?

ISO 27001, SOC-2

14. Information Security

- a. Does your organization have written information security policies and procedures (WISP)? YES ☒ NO ☐

- b. How often are the information security policies and procedures reviewed and updated?

Annually and as necessary

- c. Who in the organization is responsible for reviewing and updating the information security policies and procedures?

Darrell Leetz
Corporate Infrastructure Administrator - Compliance Manager
M (215) 651-8474
darrell.leetz@e-arc.com
e-arc.com

- d. Does your organization have privacy policies and procedures?

YES ☒ NO ☐

- e. How often are the privacy policies and procedures updated?

Annually and as necessary

- f. Who in the organization is responsible for reviewing and updating the privacy policies and procedures?

Darrell Leetz
Corporate Infrastructure Administrator - Compliance Manager
M (215) 651-8474
darrell.leetz@e-arc.com
e-arc.com

- g. What methods of encryption are utilized for data at rest and in transit?

Data in-Transit - SSL Certificate with TLS 1.2 protocol
Data at-rest - Amazon S3 Bucket with Server Side Encryption (SSE) using Advanced Encryption Standard (AES-256)"

h. Are the encryption methods utilized FIPS 140-2 approved?

YES ☒ NO ☐

i. Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?

YES ☒ NO ☐

j. Does your organization perform penetration testing at least once per year to determine if unauthorized access to the computer network and malicious activity is possible externally?

YES ☒ NO ☐

k. Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?

YES ☒ NO ☐

l. Does your organization perform background checks on employees and contingent workers prior to onboarding them? Describe the nature of these background checks (i.e., criminal, credit, international, etc.).

YES ☒ NO ☐

Criminal, credit and international, drug test

m. Does your organization utilize multi-factor authentication?

YES ☒ NO ☐

n. Does your organization utilize scan cards or biometric scans to grant employees and contingent workers access to the building and data centers where data is stored?

YES ☒ NO ☐

o. If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?

YES ☒ NO ☐

p. Does the technological product undergo information security testing and quality assurance testing prior to deployment?

YES ☒ NO ☐

SKYSITE is cloud-hosted and all server software, security patches, and firmware-related patches undergo the Software Testing Lifecycle (STLC). This process includes rigorous testing process by the Quality team, vulnerability scanning by the Security team in the test environment, and upon approval, moved to production.

q. Does the Vendor provide annual Cybersecurity Awareness training to their employee?

YES ☒ NO ☐

r. Does the Vendor provide annual phishing simulations for their employee?

YES ☒ NO ☐

s. Have users been educated on how to report suspected security violations or vulnerabilities?

YES ☒ NO ☐

t. Does the Vendor have an employee identified as the Chief Information Security Officer?

YES ☒ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☒ NO ☐

v. Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?

YES ☒ NO ☐

w. Does the Vendor meet the NIST 800-63 password guidelines?

YES ☒ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☒ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☒ NO ☐

- c. Who in the organization is responsible for reviewing the enterprise risk management policies and procedures?

Darrell Leetz
Corporate Infrastructure Administrator - Compliance Manager
M (215) 651-8474
darrell.leetz@e-arc.com
e-arc.com

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☒ NO ☐

SKYSITE is cloud based application and hosted on AWS.

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☒ NO ☐

f. Does your organization include right-to audit clauses in contracts with third parties?

YES ☒ NO ☐

g. Does your organization have a certificate of insurance (COI)? *Please attach a copy of your COI.*

YES ☒ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☒ NO ☐

Redundant systems exist in different availability zone.
Data is backed up to different availability zones.
Application is completely cloud based.

If one availability zone is down application will serve form next availability zone.

b. How often is the business continuity plan updated?

Annually or as needed.

c. Does your organization conduct business continuity tests once per year?

YES ☒ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☒ NO ☐

Redundant servers in AWS availability zones, backups to different availability zones. Secondary zone can be initiated for continues operation. Backups are all handled within AWS. Daily one full backup. Incremental backup every 30 minutes. Bin log backup every 5 minutes. Real time sync to parallel zone in same region

e. How often is the disaster recovery plan updated?

Annually and on need basis.

f. Does your organization conduct disaster recovery tests once per year?

YES ☒ NO ☐

g. Does your organization have business continuity and/or disaster recovery sites?

YES ☒ NO ☐

h. Are the business continuity/disaster recovery sites located in the United States or outside the United States? *Please include the locations of business continuity/disaster recovery sites?*

YES ☒ NO ☐

Within United States



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2024

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

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

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Bridgette Piazza	
	PHONE (A/C, No, Ext): 1-800-476-2211	FAX (A/C, No):
INSURED ARC Document Solutions, Inc. 256 West 38th Street New York, NY 10018	E-MAIL ADDRESS: Bridgette.Piazza@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Casualty Company of America	
	INSURER B : The Travelers Indemnity Company of America	
	INSURER C : Atlantic Specialty Insurance Company	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:**D9V9AYN3 **REVISION NUMBER:**

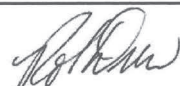
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			711018408-0000	02/26/2024	02/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			711018408-0000 MA Only Auto: 390001705-0000	02/26/2024	02/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$			711018408-0000	02/26/2024	02/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	UB2L7502842351K (AOS) UB2L6010822351R (AZ, FL, GA, MA, NE, OR, SC, WI)	02/26/2024	02/26/2025	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Reprographic Services performed by ARC Document Solutions.

CERTIFICATE HOLDER

CANCELLATION

City of Norwalk 125 East Avenue Norwalk, CT 06851	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2024

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

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

PRODUCER McGriff Insurance Services, LLC 3400 Overton Park Drive SE Suite 300 Atlanta, GA 30339	CONTACT NAME:	
	PHONE (A/C, No, Ext): 404 497-7500	FAX (A/C, No):
INSURED ARC Document Solutions 12657 Alcosta Boulevard Suite 200 San Ramon, CA 94583	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Lloyd's of London	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:**F7NQRJLE**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N						PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Includes Cyber Liability)			W124BC241301	04/15/2024	04/15/2025	Limit of Liability \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Norwalk
125 East Avenue
Norwalk, CT 06851

AUTHORIZED REPRESENTATIVE

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ARC Document Solutions, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1400 N Providence Rd Ste 301N (remit: PO Box 953466) 6 City, state, and ZIP code Media, PA 19063 (St. Louis, MO 63195-3466) 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	Social security number <table><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr></table> or Employer identification number <table><tr><td>7</td><td>4</td><td>-</td><td>6</td><td>0</td><td>3</td><td>6</td><td>5</td><td>9</td><td>2</td></tr></table>				-			-						7	4	-	6	0	3	6	5	9	2
			-			-																	
7	4	-	6	0	3	6	5	9	2														

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Signature of U.S. person  Date 3/20/2024
---	---

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller)

Address

I certify that Name of Firm (Buyer)

is engaged as a registered

ARC Document Solutions

Street Address or P.O. Box No.

1400 N Providence Rd Ste 301N

City

Media

State

PA

Zip

19063

() Wholesaler

(x) Retailer

() Manufacturer

() Lessor

() Other (specify)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Printing Equipment Sales and Supplies

City or state

CT

State Registration
or I.D. No.
37593068001

City or State

State Registration
or I.D. No.

City or state

State Registration
or I.D. No.

City or State

State Registration
or I.D. No.

City or state

State Registration
or I.D. No.

City or State

State Registration
or I.D. No.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller:

General Engineering industry printing supplies

I declare under the penalties of false statement that this certificate has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate.

Authorized Signature

(Owner, Partner or Corporate Officer)

Purchase Manager

Title

02-06-2023

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ARC Document Solutions, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 1400 N Providence Rd Ste 301N (remit: PO Box 953466)	Requester's name and address (optional)
	6 City, state, and ZIP code Media, PA 19063 (remit: St Louis, MO 63195-3466)	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	4		-	6	0	3	6	5
								9
								2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/1/2024
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES

SALES & USE TAX RESALE CERTIFICATE

Issued to (Seller)

Address

I certify that Name of Firm (Buyer) is engaged as a registered

ARC Document Solutions

Street Address or P.O. Box No.

1400 N Providence Rd Ste 301N

City

Media

State

PA

Zip

19063

- () Wholesaler
(x) Retailer
() Manufacturer
() Lessor
() Other (specify)

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased, or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Printing Equipment Sales and Supplies

City or state

CT

State Registration
or I.D. No.
37593068001

City or State

State Registration
or I.D. No.

City or state

State Registration
or I.D. No.

City or State

State Registration
or I.D. No.

City or state

State Registration
or I.D. No.

City or State

State Registration
or I.D. No.

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a sales or use tax we will pay the tax due direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.

General description of products to be purchased from the seller:

General Engineering industry printing supplies

I declare under the penalties of false statement that this certificate has been examined by me and to the best of my knowledge and belief is a true, correct and complete certificate.

Authorized Signature

(Owner, Partner or Corporate Officer)

Purchase Manager

Title

Date

02-06-2023

VII.F.

NORWALK COMMON COUNCIL REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 09/23/2024

(Note - Agenda closes 12:00 PM on the Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Land Use and Building Management

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Council Committee

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE?

Land Use and Building Mgmt

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section
8-24 OF THE STATE STATUTES? YES NO N/A

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or backup material. If a contract is to be awarded, please include name of contractor, amount of contract to be awarded and account from which payment will be made.)

1. Authorize the Mayor, Harry W. Rilling to execute any and all agreements and other documents necessary to acquire 6 Butler St. Norwalk, CT in an amount of \$1,400,000 plus standard closing costs. Account No. 140000-5796-ACMF1.
2. Authorize the Mayor, Harry W. Rilling to execute a license agreement for use of two rooms (468 sq. ft, 1st floor; 324 sq. ft. Basement) at 3 Belden Avenue, Norwalk, CT for 3 years, with 2 options to extend for a period of 1 year each for licensing fee of \$4.50 per sq. ft.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Jessica Vonashek

Signature of Person Making Request

Please fill in all blanks and note if an item is not applicable.



CITY OF NORWALK
Jessica Vonashek
Chief of Economic and Community
Development
jvonashek@norwalkct.gov

Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Land Use and Building Management Committee; Members of the Common Council;
Members of the Planning and Zoning Commission

FROM: Jessica Vonashek, Chief of Economic and Community Development
Sabrina Godeski, Director of Business Development & Tourism

DATE: September 6, 2024

RE: 6 Butler Street Acquisition

Opportunity to Acquire 6 Butler Street

The City of Norwalk has an opportunity to acquire 6 Butler Street, a 0.19-acre property in the Wall Street/West Avenue neighborhood, for \$1.4 million using ARPA funding. This acquisition includes not only the parcel but also thirty (30) parking spaces located in a structured parking garage across the street, which will be deeded with the parcel. The site is currently vacant and enclosed by a fence along its frontage.

Strategic Location and Connectivity

The 6 Butler Street site is strategically situated between several key public assets, offering a unique opportunity to create strong linkages among them. It is adjacent to Fera Park, Mathews Park, the Lockwood Mathews Mansion, Stepping Stones Museum for Children, and the Center for Contemporary Printmaking. Additionally, the site is located directly across Butler Street from the Norwalk Art Space, a non-profit art gallery and educational facility.

Purpose and Goals of the Acquisition

The primary goal of acquiring this parcel is to enhance connectivity between the growing Wall Street/West Avenue neighborhood, which will see over 300 new housing units come online within the next twelve months, and the surrounding public and non-profit institutions. The acquisition will allow the City to expand Fera Park and increase the urban tree canopy, provide additional parking options (both structured and unstructured) for public use, and improve access for pedestrians, cyclists, and vehicles. Moreover, this new access point will integrate with the Norwalk Valley Trail, further enhancing the City's investment in the area.

Proposed Acquisition and Next Steps

To accomplish these objectives, the City proposes the acquisition of 6 Butler Street. The following resolutions require action:

Authorization for Acquisition

1a. Authorize Mayor Harry W. Rilling to execute any and all agreements and documents necessary to acquire 6 Butler Street, Norwalk, CT, for \$1,400,000 plus standard closing costs. Account No. 140000-5796-ACMF1.

Referral to Planning and Zoning Commission

1b. In accordance with C.G.S. § 8-24, refer the proposed acquisition of 6 Butler Street, Norwalk, CT, to the Planning and Zoning Commission for review and report.







CITY OF NORWALK
Jessica Vonashek
Chief of Economic and Community
Development
jvonashek@norwalkct.gov
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Land Use and Building Management Committee; Members of the Common Council;
Members of the Planning and Zoning Commission

FROM: Jessica Vonashek, Chief of Economic and Community Development
Sabrina Godeski, Director of Business Development and Tourism

DATE: September 5, 2024

RE: Licensing Agreement for the Fairfield County Makers Guild at 3 Belden Avenue

Opportunity for Partnership with Fairfield County Makers Guild

The City of Norwalk has a significant opportunity to enhance its partnership with the Fairfield County Makers Guild, a local 501(c)(3) organization, through a proposed license agreement. This agreement would allow the Makers Guild to establish its operations at 3 Belden Avenue, within the Business Development Center.

In 2022, during discussions about the potential expansion of the Main Library Branch, there was a strong interest from leadership in incorporating the Makers Guild into the new library plans. This inclusion would provide residents with access to specialized tools and equipment, free of charge, within the library space.

Given that the library construction is projected to be at least 36 months away, it is prudent to engage the Makers Guild now. This early collaboration would not only allow residents to experience the benefits of the partnership sooner but also familiarize them with the Guild's services and classes in the location where it would reside post-construction.

The City recently acquired 3 Belden Avenue in preparation for the library expansion and has used it as the Norwalk Business Development Center for the past two years. The Center supports entrepreneurs and business owners by offering financial and technical assistance and connects them with resources such as the Hispanic Chamber of Commerce and the Makers Guild. Over the past year, these organizations have provided invaluable programming at no cost to residents and business owners. Integrating the Makers Guild into the Center would further enhance its support for emerging business owners, offering technical assistance, financing, prototype development, and networking opportunities all in one location.

About the Fairfield County Makers Guild

The Fairfield County Makers Guild is a non-profit, membership-based community workshop and fabrication studio. It provides members with access to specialized tools and equipment, allowing them to bring their creative ideas to life. The Guild's mission, rooted in the maker movement, is to cultivate a

vibrant community of makers, inventors, tinkerers, hobbyists, and artists, fostering a culture of learning and collaboration.

Facilities and Membership

Members of the Guild enjoy access to a wide range of equipment, including 3D printers, laser cutters, vinyl cutters, soldering stations, an electronic prototyping area, hand tools, sewing machines, and various saws and presses. Membership is offered at a rate of \$50 per month.

Current Operations and Community Engagement

The Makers Guild was previously located on Main Avenue, at Linden Street, but vacated the premises in April 2024 due to a change of use by the landlord. Since then, the Guild has been hosting “Open Night” events every Tuesday at 6:30 PM at the Business Development Center. These events, which are free to the public, typically attract 20 to 30 participants. The Guild has also conducted free public workshops, including a popular jewelry-making session.

Proposed License Agreement

In alignment with the Makers Guild’s mission and the City of Norwalk’s commitment to supporting small businesses, entrepreneurship, innovation, and workforce development, the City proposes entering into a license agreement with the Guild. Under this agreement, the Makers Guild would offer five free public workshops and “Open Night” events each month.

Parking

3 Belden Avenue is home to the Business Development Center, the Hispanic Chamber of Commerce, a portion of the Redevelopment Agency staff, and the NAACP. Since April, the Makers Guild has also been sharing this space with the City and its other tenants.

The site offers 30 parking spaces, available for use by library patrons, the Business Development Center, and other tenants and their clients. Fortunately, parking demand is staggered between the different occupants. While the library and Business Development Center primarily serve clients during regular business hours, the Hispanic Chamber, NAACP, and Makers Guild operate mostly outside of those times, reducing the strain on parking availability. Additionally, for larger workshops or events that occur during working hours, the Yankee Doodle Garage, located just 200 feet away, provides convenient overflow parking options.

Square Footage and Rates

The Makers Guild plans to occupy 792 square feet at 3 Belden Avenue (Attachment A), representing 20% of the building’s total occupiable space, which is currently 3,884 square feet. The remaining space is used by the City, the Redevelopment Agency, the NAACP, and the Hispanic Chamber. An additional 1,961 square feet is allocated for bathrooms, shared areas, and storage.

A few years ago, the Department of Building Management conducted an analysis of all city-owned properties. With guidance from the Land Use and Building Management Committee of the Common Council, fair leasing rates were established for non-profits, religious institutions, and other organizations using City property. Initially set at \$2.50 per square foot, inflation has increased this rate to \$4.50 per square foot for the Makers Guild agreement—a policy decision made through the Committee with input from Building Management.

As a result, the Makers Guild would lease the space at \$4.50 per square foot, amounting to \$3,564 per year or \$297 per month, payable to the City of Norwalk. In addition, the Guild will offer weekly free workshops open to the public as an in-kind service.

The annual operating cost for 3 Belden Avenue is currently \$46,415, entirely covered by the City. With the Makers Guild as a tenant, this cost would be reduced to \$42,851 after accounting for their rent contribution. A detailed breakdown of these costs is provided below:

3 Belden Costs	
Item	Cost/Year
ELECTRIC	\$ 6,200
<i>6 Meters (\$500mth- 5 are <\$55mth)</i>	
WATER	\$ 1,500
GAS	\$ 6,400
<i>2 Meters (\$530mth)</i>	
BUILDINGS	\$ 10,000
<i>Guardian Engineering Services</i>	
PLUMBING,HEAT,ELECT.SERV	\$ 4,000
OTHER REPAIR-MAINTENANCE	\$ 2,000
OTHER CONTRACTUAL SERVICES	\$ 11,300
<i>Snow Plowing</i>	\$ 4,000
<i>Landscaping</i>	\$ 2,500
<i>Win Waste (Dumpster)</i>	\$ 2,376
<i>ADT (Security Monitoring)</i>	\$ 1,560
<i>ENCON (HVAC Maintenance) short term</i>	\$ 803
CLEANING SERVICE (NOT BUILDING MANAGEMENT)	\$ 5,015
TOTAL	\$ 46,415

Resolutions for Consideration

To move forward with this initiative, the following resolutions require action:

License Agreement Authorization

1a. Authorize Mayor Harry W. Rilling to execute a license agreement for the use of two rooms (468 sq. ft on the 1st floor and 324 sq. ft in the basement) at 3 Belden Avenue, Norwalk, CT, for a term of three (3) years, with two (2) one-year extension options, at a licensing fee of \$4.50 per square foot, which is equal to \$3,564 per year or \$297 per month.

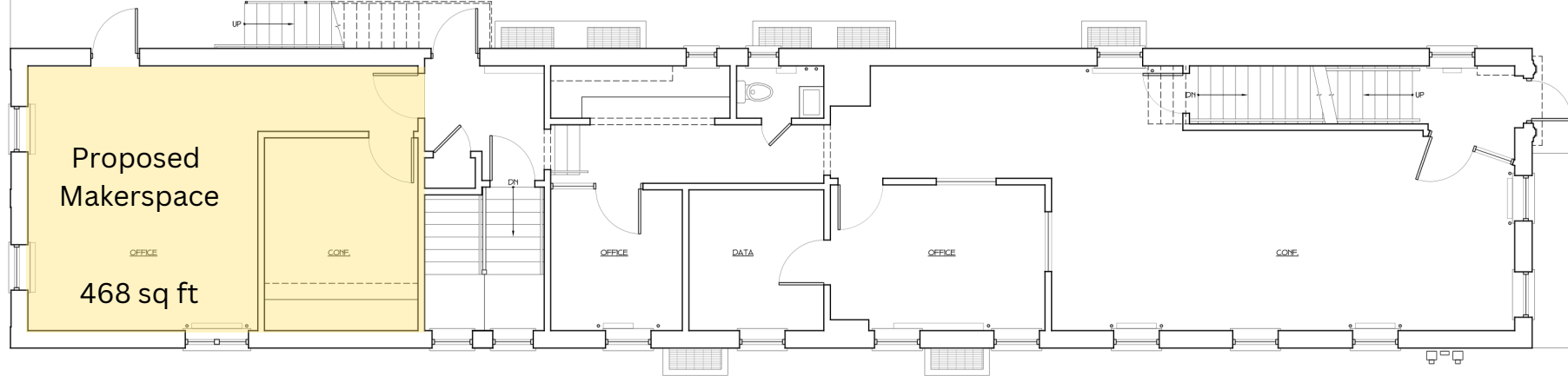
Referral to Planning and Zoning Commission

1b. In accordance with C.G.S. § 8-24, refer the proposed license agreement for the use of two rooms at 3 Belden Avenue to the Planning and Zoning Commission for review and report.

Attachment A

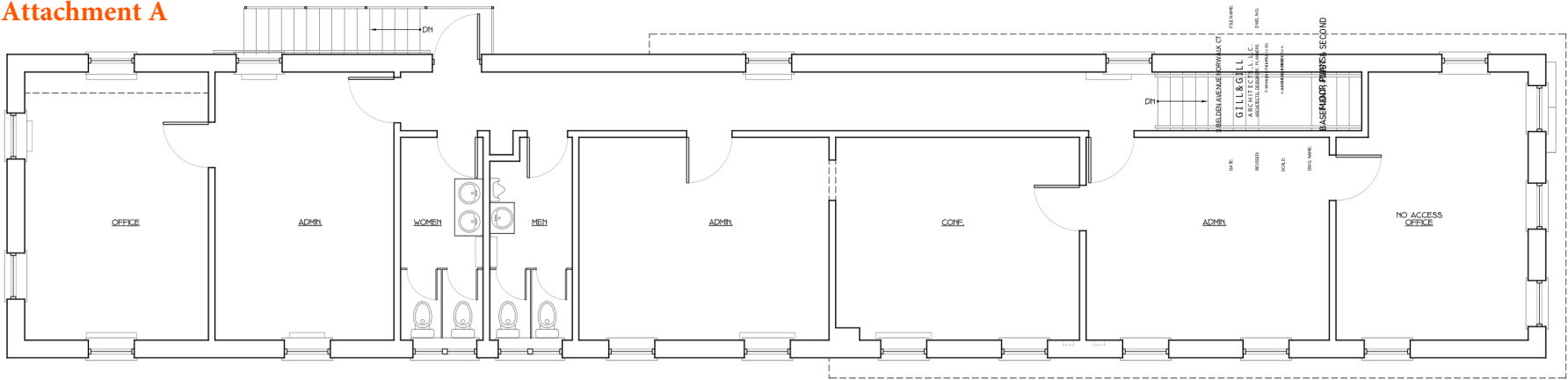
Architectural floor plan of the second floor of the Basford Project. The plan shows a long, narrow layout with several rooms and a central corridor. On the left side, there is an 'OFFICE' and an 'ADMIN' room. In the center, there are restrooms labeled 'WOMEN' and 'MEN'. To the right of the restrooms is another 'ADMIN' room, followed by a 'CORE' area. On the far right, there is an 'ADMIN' room and a 'NO ACCESS OFFICE'. The plan includes various architectural details such as doors, windows, and stairs. A title block on the right side of the plan contains the following information: 'BASFORD PROJECT SECOND', 'GILL & GILL ARCHITECTS L.L.C.', 'ARCHITECT', 'DATE', 'REVISION', 'SCALE', and 'DRAWN BY'. A north arrow is located in the top right corner of the plan.

Entrance



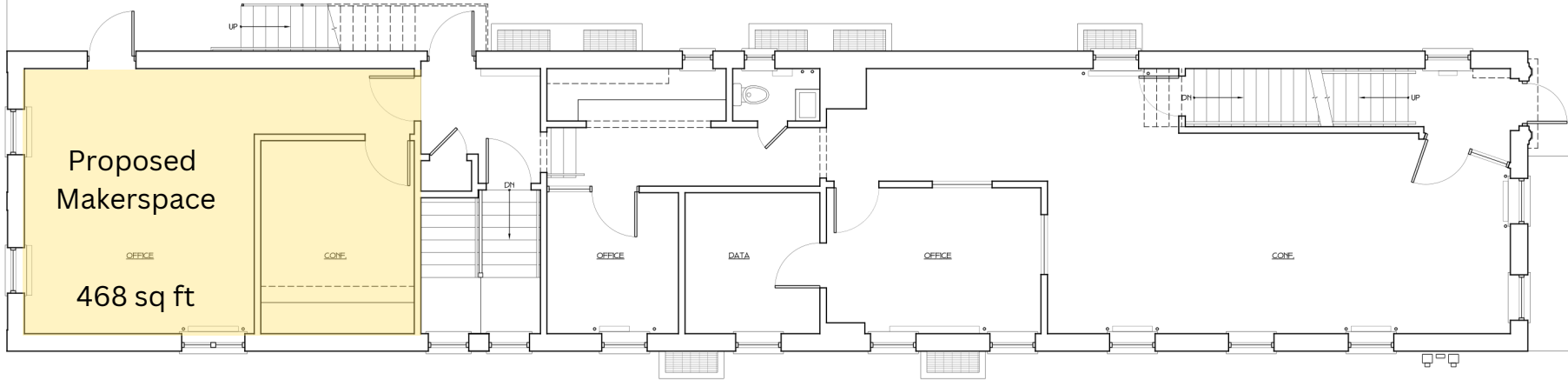
The floor plan illustrates the layout of the second floor. A central yellow-shaded area is labeled "Proposed Shop Area" and "324 sq ft". To the left of this area is a large "UNEXCAVATED" space. To the right are several rooms: a "MECH" (mechanical) room, a "STORAGE" room, an "ELEC" (electrical) room, and another "STORAGE" room. A staircase with an "UP" arrow is located near the center-right. The plan also shows various doors, windows, and utility fixtures like sinks and toilets.

REFERENCE
NORTH

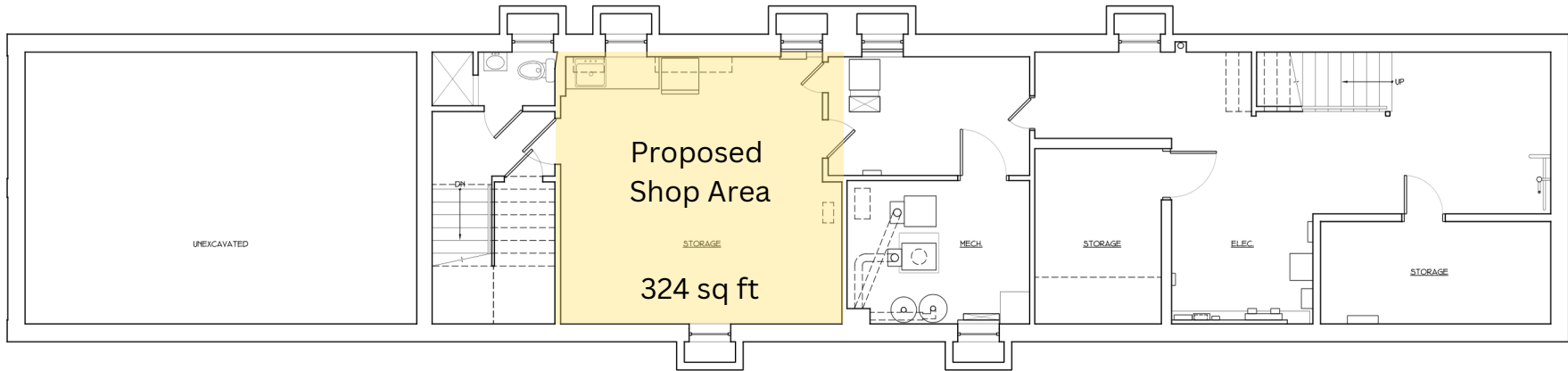


2 SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

Entrance



1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 BASEMENT PLAN
SCALE: 1/4" = 1'-0"



Jo Bennett

jobennett86@gmail.com

203-505-5574

<https://www.linkedin.com/in/jobennett/>

Communications professional who creates brand awareness, engagement and advocacy with employees, customers and future employees. Writes like a journalist, with an emphasis on storytelling; thinks like a marketer; creates cross-functional relationships across matrixed organizations to create compelling content that demonstrates value to customers.

EXPERIENCE

Pitney Bowes

Global Recruitment Marketing Specialist

2021 - 2024

Built an employer brand, reduced recruitment marketing spend by 30% by managing marketing campaigns and hiring events in-house, and provided recruiters with toolkit to succeed.

- Planned, researched, and wrote content for Careers website, blog, social media and hiring/sourcing platforms (e.g., Indeed, Glassdoor, LinkedIn)
- Managed a monthly team newsletter that contributed to a 33% increase in employee-engagement survey scores and increased usage of tools in the tech stack
- Served as trusted advisor to 40-member TA team and business partners at an 11,000+-employee organization. Created training to help recruiters market the business and roles they need to fill

RVNAhealth

Digital Marketing Manager

2019 - 2021

Saved this visiting nurse/home healthcare/hospice agency thousands of dollars each month by producing content and managing website, email marketing, social media and SEO (vs. agency costs) throughout a major rebranding, organizational acquisitions and global pandemic.

- Doubled email newsletter subscribers and social media following
- Simplified website by segmenting services into “buckets,” (the Wells) to increase conversions by 20%

Gartner

Internal Communications Manager

2016 - 2017

From ideation to publication, collaborated with business leaders on intranet content that engaged and informed employees during an acquisition that doubled the size of this high-performing NYSE research, advisory and events organization.

Brand Content Manager, Smarter With Gartner

2015 - 2016

Distilled complex Gartner research documents into easy-to-digest blog content and case studies that served as lead generation for Gartner Research and Events. Wrote and produced three articles each week, with subscriber base doubling from 50k.

Online Community Manager, Peer Connect

2015

Managed a program to convert clients to regular participation in this exclusive online business-networking community. Led monthly “get to know us” webinars. Engagement was proven to drive license renewals for a <\$50k/year product.

Web Producer/UX

2012-2015

Worked with matrixed teams to build “next-gen” client-facing website features and functionality.

Creating personalized experiences and launching programs such as Peer Connect drove client engagement and opportunities for account managers to increase client value.

OTHER EXPERIENCE

SEO Producer

Hearst Media Services

2010-2011

Gartner

Senior Writer

2004-2009

TECHNICAL SKILLS

- WordPress & Phenom CRM
- Adobe Suite
- Mailchimp
- Canva
- Phenom & Hubspot CRM
- Google Analytics

EDUCATION

Interdisciplinary Studies, Western Connecticut State University

CERTIFICATIONS

Building an ICO-formatted AI Prompt

LUMA Design Thinking

Toastmasters Competent Leader

Toastmasters Competent Communicator

VOLUNTEERISM

Visiting Nurse & Hospice of Fairfield County (Waveny): Bereavement Companion

Achilles International, Connecticut Chapter: Guide

Person-to-Person: Driver, Pantry Guide, Volunteer Outreach & Organizer

Norwalk Emergency Response Team

Norwalk Human Relations: Commissioner

Edwin Camacho, Esq.

18 South Main Street, Norwalk CT 06584 | 203-800-800 Ext. 400 | ed@venturalaw.com

PROFESSIONAL BIOGRAPHY

I began my legal career as a Visiting Attorney Fellow with the Puerto Rican Legal Defense & Education Fund, Inc., a civil rights litigation firm in New York City. Thereafter, I was staff counsel with Phoenix Legal Services, in Phoenix, Arizona. I returned to New York City to serve as Senior Attorney, and thereafter Administrative Law Judge, for the New York State Division of Parole. I entered the private practice of law in Bronx, NY, as a partner in Bernheim & Camacho, concentrating in parole revocation defense, criminal defense, family law, and civil and personal injury litigation. I later joined Hunter & Associates, LLC, an insurance defense firm in New York City. In 2003, I joined Ventura Ribeiro & Smith (VRS/currently Ventura Law) a plaintiff's personal injury litigation firm in Danbury, Connecticut. In 2007, I returned to New York as a partner in Medina Torrey Mamo & Camacho, PC, a criminal defense, family, civil and personal injury litigation firm, in Ossining, New York. In May 2009, I established Camacho Law, a criminal defense, family, and personal injury litigation firm, in Norwalk, CT. In 2017, Camacho Law merged with Ventura Law (formerly VRS), where I am currently a partner managing our Norwalk Office.

PROFESSIONAL HISTORY

Partner, Ventura Law, Danbury, CT	2017-present
Principal/Manager, Camacho Law Office, Norwalk, CT	2009-2017
Partner, Medina, Torrey, Mamo & Camacho, Ossining, NY	2007-2009
Staff Attorney, Ventura, Ribeiro & Smith, Danbury, CT	2003-2007
Managing Partner, Hunter & Associates, NY, NY	1998-2002
Founder & Manager, Law Offices of Edwin Camacho, NY, NY	1991-1998
Partner, Bernheim & Camacho, Bronx, NY	1989-1990
Administrative Judge, New York State Division of Parole, NY, NY	1987-1988
Senior Attorney, New York State Division of Parole, Albany, NY	1985-1987
Staff Attorney, Phoenix Legal Services, Phoenix, AZ	1984-1985
Attorney Fellow, Puerto Rican Legal Defense & Education Fund, NY, NY	1983-1984

BAR ADMISSIONS

- New York, 1984
- Connecticut, 1996
- U.S. District Court SDNY, 1996
- U.S. District Court EDNY, 1996
- U.S. District Court District of Connecticut, 2007
- U.S. Court of Appeals 2nd Circuit, 2011

EDUCATION

- *Bachelor of Arts*, Amherst College, Amherst, Massachusetts, 1979
- *Juris Doctor*, Indiana University School of Law, Bloomington, Indiana, 1983

PROFESSIONAL & CIVIC ASSOCIATIONS

- *Treasurer*, Connecticut Democratic Party - 2024
- *Member*, Connecticut Democratic Party – 2020-Present
- *Chairman*, Norwalk Democratic Town Committee, 2014 - 2020
- *Chairman*, Norwalk Board of Estimate and Taxation, 2014-2023
- *Member*, Norwalk Fair Housing Commission, 2013-2014
- *Member/Vice-Chair/Chairman*, South Norwalk Community Center, 2013-2015
- Connecticut Trial Lawyers Association
- CT Hispanic Bar Association
- CT Bar Foundation

ADDITIONAL INFORMATION

- Languages: Fluent in Spanish

D

Jim Clark
9 Golden Hill
Norwalk, CT 06854
(203) 838-5889

FAMILY

My wife Belinda and I have lived in Norwalk since 1992. Married in 1986 we have two daughters, Kara, aged twelve, and Sasha, eight years old.

COMMUNITY

- 2003 – Present **Golden Hill Association – Vice President**
Instrumental in revitalizing this neighborhood organization which started in 1976 and in establishing a partnership with Norwalk through association with Mayor's Neighborhood Preservation Committee.
- 1998 - 2003 **Board of Trustees, The Montessori School, Wilton, CT**
During tenure as Board member, served on Finance Committee as well as co-chaired the Diversity Committee and Technology Committee.
- 2001 – Present **Trinity Church, Greenwich, CT – Music Ministry**
1993 – Present **Norwalk Church of the Nazarene – Music Ministry**

PROFESSIONAL

As owner of Media Music, I compose, produce and perform original soundtracks in many styles for radio, television, video/film projects, as well as providing music and audio solutions for multimedia and Internet projects.

With over twenty-five years of diverse musical experience as a musician, composer, performer, producer, musical director and arranger, I have won numerous awards for original compositions. As a musical director I have conducted numerous ensembles, including vocal groups, instrumental ensembles, choir and symphony orchestra.

EDUCATION

Completed one semester at Juilliard School of Music, emphasis on composition and theory.

Studied jazz theory and saxophone with Warne Marsh in Pasadena Ca.

Studied saxophone, flute, clarinet, and music theory (harmony and counterpoint) with Ralph Lee, a Los Angeles based studio woodwind player.

Graduated from Herbert Hoover High School in Glendale, CA

Carl Dickens***Sales Leader • Career Catalyst • Data Expert***

carl@jacktwolf.com • 203.247.6817 • Norwalk, CT

Business Philosophy

“In the business world, everyone is paid in two currencies – cash and experience. Take the experience first... the cash will come later.”

Accomplishments

- Led Kantar’s media practice in consistently achieving year-over-year revenue gains and a dominant 96% share of market
- Managed and mentored a sales division that was responsible for producing over 50% of total Media Intelligence revenues
- Revitalized struggling media properties to garner number one rankings in their respective markets, while returning local CBS operations to profitability
- Led a diverse sales team that achieved the highest annual revenue contribution for Arbitron’s western sales region
- Provided career counseling services to senior level executives who successfully realized six-figure plus incomes
- Appointed to three-year term on the Oak Hills Park Advisory Board by Norwalk, CT Mayor and City Council

Experience**President • Jack T Wolf LLC**

Norwalk, CT (2015-present)

Lead executive for a management consulting firm specializing in sales training, media acquisitions, targeted marketing and advertising programs and consumer research

Oversee Career Marketing Group, a subsidiary of the firm that provides career counseling, executive search and job training services for senior level executives

Direct all go-to-market strategies, initiate revenue-producing partnerships, launch targeted marketing campaigns, oversee client relations and lead all business development initiatives

Senior Vice President, Media Sales • Kantar Media

New York, NY (1995-2015)

Managed inside and outside sales staffs responsible for a diversity of clients that included traditional and digital media companies, ad agencies and industry trade associations

Responsible for generating more than \$50 million in annual sales across all client sectors, representing more than half of total company revenues

Oversaw all budgeting and personnel functions for the sales division and implemented all sales training and client support initiatives

Vice President, Western Region • Arbitron

San Francisco, CA (1991-1995)

Consistently generated year-over-year revenue gains for ARB TV station sales while managing local overnight demographic measurement for the western U.S.

Responsible for creating and managing budgets across all functions of the company's western operation

Expertise

Strategic Planning
Budget Accountability
Sales Leadership
Conflict Management
Skilled Negotiator
Sales Force Automation
Relationship Cultivation
Digital & Traditional Media
Big Data Management
Strategic Alliances
New Product Launches

Education

- Bachelor of Science – Ohio University
- Professional Accreditations – CBS School of Management graduate, Kantar Media Maestro Management Program graduate

Tyler Fairbairn

Tyler Fairbairn is a father of three who grew up in Connecticut and has lived in East Norwalk for the past ten years. He has served on the Nathan Hale Middle School and Naramake Elementary School Governance Councils for several years, including most recently as parent co-chair, and is on the board of Norwalk Youth Baseball. He holds a Master's Degree in Urban Planning from Columbia University and has been working in community development for the entirety of his career, managing federal grant funds and writing plans designed to address the needs of the most vulnerable, low-income residents in their respective communities. He is the Community Development Administrator for the Town of Greenwich and is the past-president of the New England chapter of the National Community Development Association.

Personal

- Lifelong Norwalk resident
- Married to Donna Byington (Norwalk)
- 3 married children: Jon, Matt, Ben; 6 Grandchildren

Education

- MBA Business Administration, Sacred Heart University - 2002
- BS Business Administration, Sacred Heart University - 1997
- Graduated Norwalk Public Schools

Employment

- Vice President Stew Leonard's Property Development (Recently Retired)
- Former local small business entrepreneur

Government Experience

- Norwalk Common Council – 1985 to 1995, 2003 to 2019
- Zoning Commission - 1999 to 2002
- Chairperson Independent Party - 1989 to 1994, 1998 to 2001
- Council President – 1989, 1994, 2009, 2013, 2015
- Former member Norwalk Common Council - Majority Leader, Minority Leader
- Former Council Committee member - Department of Public Works (chairman - 8 years), Planning (chairman), Personnel (chairman), Finance, Parks and Recreation, Land Use, Health and Public Safety
- Mayoral Candidate - 1995; 1997
- Maritime Authority
- Facilities Commission
- Water Pollution Authority

Present Community Service

- Lockwood-Mathews Mansion - Board of Directors (Chairman – Present)

Former Community Service

- Norwalk Chamber of Commerce Board of Directors – 1999 to 2024
- Norwalk Seaport Association
- Save Cranbury Association Board
- Norwalk Historical Commission
- Mid-Fairfield Child Guidance Center Board of Directors
- Mayor's Committee to End Homelessness
- Chairperson Norwalk Communities in Schools
- Norwalk High Fathers' Club
- Human Service Council Board - 1997
- CELEBRATE WOMEN *Good Guy Award* Recipient - 1996
- Norwalk Quality and Diversity in Education Committee - 1993 to 1995
- Norwalk Public Schools Mentor
- Women's Crisis Center Board member - 1983 to 1984
- Marvin Beach Neighborhood Association Treasurer; Parliamentarian.

John Levin

249 Chestnut Hill Road, Norwalk 06851; 646-221-9134; jlevin6@zoho.com

- Born (1959) and raised in Los Angeles, CA
- Veteran: 3 years active duty, US Marine Corps, 1976-79; Honorable discharge at rank of Corporal.
- Education
 - BA in Economics and Mathematics, Yale University, 1984
 - MBA in Finance, Stanford Graduate School of Business, 1987
- Work Experience
 - Investment banking – Lehman Brothers, 1986-1990
 - Securities research, distressed debt trading – CRT Capital Group, DLJ, JP Morgan 1990-2003
 - Portfolio Management – Tablerock Fund Management, Wexford Capital 2003-06
 - Private investor 2006 – present
- Personal
 - Bought home in Norwalk and got married in it in 1991. Still in same home; still married 33 years.
 - 2 children
 - World travel – 6 continents, over 40 countries
- Community Activities
 - Founder, Annual Darwin Day Dinner science lecture event 2009 – present; (darwindayct.org)
 - Founder, Interfaith Refugee Resettlement Committee, 1995 (helped to resettle refugee family from Bosnia in Norwalk)
 - NancyOnNorwalk board member 2014 - present
 - Congregation for Humanistic Judaism 1991 - present
 - Humanists and Freethinkers of Fairfield County 2014 - present
 - Norwalk Conservation Commission 2020-21 (completed John Verel's term)
 - Norwalk RTC District D Auxiliary member 2020 – present
 - Sustainable Streets Norwalk 2023 – present
- No criminal history, no arrests, no records expunged.
- Core Values
 - Honesty, integrity
 - Work hard, be kind to others, treat people fairly and respectfully
 - People with different or opposing opinions are not enemies
 - When I recognize I've made a mistake, I try to fix it asap
 - Question reigning assumptions; there's room for surprises
 - It's okay to have fun – but make sure the work gets done

R

Richard McQuaid is the Town Clerk for the City of Norwalk, Connecticut. Aside from being Town Clerk, he also held positions on the Ethics Board, the Norwalk Housing Authority and is a former Fair Rent Commissioner and a former Planning Commissioner. He has also held positions with Friends of Cranbury, Neon Board of Directors (20 years) and the Norwalk Maritime Authority. He has served as Chairman of the Norwalk High School Athletic Field and been on the building committees for both the Naramake and Brookside Elementary schools. Richard is also a former Norwalk Constable.

Richard was an Intervention Specialist at Naramake Elementary School from 1999 until 2011 as well as the Norwalk Recreation and Park's Play to Learn Director from 1999 until 2012.

He was a member of the Common Council from 1993 until 2001 and then again from 2003 until 2011. During his time with the Common Council he held positions as Council President, Majority Leader, Minority Leader, Chairman of Recreation and Parks, Health Welfare and Public Safety, Personnel and Ordinance.

He has been and still is involved in many community boards and associations such as Naramake Elementary School and Nathan Hale Middle School PTO, Norwalk High School Governance Council, Norwalk Seaport Association, Norwalk Police Athletic League, Norwalk High School Band EQ Team and the Norwalk Historical Commission.

Rick has been a Justice of the Peace for the past 45 years. He is also a member of the South Norwalk Boat Club, Knights of Columbus 14360, St. Matthews Parish and a referee for the Norwalk Recreation and Parks Volleyball for over 20 years.

Rick McQuaid is married to Attorney Alice M. McQuaid, who specializes in family law in Norwalk Ct. and is a Norwalk Transit Commissioner. Together, Rick and Alice have six children: Amanda (TR Specialist at Gaylord Specialty Healthcare), Bryan (teacher at Nathan Hale Middle School in Norwalk), Cassie (Special Education Teacher Milford, Ct.), Morgan (freshman at Pace University), Jaxson (10th. grader at Norwalk High School) and Savannah (3rd.grader at Naramake Elementary School)

Qualifications Summary

Highly motivated and dedicated former athlete who played in college and semi-professionally with a rich educational background and extensive experience in data driven results, committed to leveraging my skills to drive positive outcomes for the organizations. Seeking a challenging role where I can leverage my skills to deliver impactful insights and foster strategic partnerships.

Project Manager

- ♦ Experience in leading comprehensive research projects from inception to delivery.
- ♦ Ability to identify project needs in close collaboration with stakeholders and ensure timely project completion.

Data & Research

- ♦ Proven track record of using quantitative analysis and synthesizing complex data to drive business decisions and achieve results.
- ♦ Adept at facilitated workshops and presentations to communicate research findings, fostering a culture of data-driven decision-making within the organization.

Counselling

- ♦ Demonstrated excellence in facilitating the academic, social, and emotional growth of all students.
- ♦ Skilled in engaging with school staff to identify student needs and create plans for academic/personal success.
- ♦ Articulated and executed a cohesive vision for both education and mental health.

Key Strengths

- ♦ Diligent specialist with excellent collaboration, problem solving, communication, and organizational skills.
- ♦ The ability to use data visualization techniques to tell a story as well as the ability to effectively communicate that story to stakeholders

Professional Experience

School Counselor | Norwalk Public Schools, Norwalk, CT

2017 – Present

Collaborate with diverse stakeholders, including teachers and parents, to employ analytical thinking and data-driven decision making, ensuring optimal outcomes for students and school. Facilitate academic, social, and emotional growth for all students, leveraging a student-centered approach. Integrate qualitative findings with quantitative data, providing comprehensive insights for informed decision-making. Communicate with families, students, and stakeholders, utilizing data-driven policies to maintain transparency.

- Fostered a culture of acceptance and understanding the evolving trends in society.
- Spearheaded strategic planning initiatives aligned with school's priorities, enhancing the school's profile prominence
- Achieved a 98% graduation rate for caseload and secured 100% post-secondary plans for students, with 60% attending 4-year universities and 30% pursuing trade or community college.
- Created initiatives promoting access to education and mental health services for underrepresented populations.
- Introduced students to various STEM careers through guest speakers and career vision board activities, inspiring future interest in STEM fields.
- Provided academic, career, and personal counseling services to a diverse student population, addressing individual needs and promoting overall well-being.
- Collected and analyzed student data to inform program development and improve counseling services, ensuring data-driven decision-making.
- Managed crisis situations effectively, providing immediate support and referrals to appropriate services.

Educational Director | A.C.H.I.E.V.E, Norwalk, CT

2012 – 2017

Facilitated collaboration with cross-functional teams to integrate consumer insights into product development, marketing strategies, and brand positioning initiatives. As a small business we must continue to grow our brand and inform families of our services. Conducted in-depth analysis of qualitative and quantitative data from families, to synthesizing findings to uncover actionable insights and opportunities for business growth.

- Developed and executed impactful programs addressing substance abuse, mental health, and college readiness.
- Fostered a positive and supportive school culture by collaborating with teachers, parents, and staff.
- Delivered expert career counseling to students, using quantitative data to create a success plan for families.
- Developed detailed lesson plans with hands-on activities and real-world applications, enhancing student engagement and learning outcomes.

- Coordinated daily schedules and managed classroom logistics to ensure smooth operation of the camp's educational activities.
- Designed and implemented a comprehensive 6-week summer STEM curriculum for elementary school students, integrating key concepts in science, technology, engineering, and mathematics.

Assistant Women's Basketball Coach | University of New Haven Norwalk, CT

2011-2012

Leading and managing the women's basketball team, which involves overseeing practices, games, and team events. Creating strategies and game plans to maximize the team's performance. Ensuring that student-athletes maintain academic eligibility, while monitoring players' academic progress, provide support, and encourage academic excellence.

- *Managing budgets, travel arrangements, and scheduling for the team.*
- *Ensuring compliance with NCAA rules and regulations.*
- *Analyzing game footage to assess team performance and identify areas for improvement.*
- *Ensuring compliance with NCAA rules and regulations.*

Education

Masters in School Counseling | Capella University, 2016

Masters in Education | Howard University, 2012

Bachelor of Science in Human Development and Family Studies | University of Rhode Island, Kingston, RI, 2006

092 Certification Program | Sacred Heart University | 2019