

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

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting:	June 11, 2024
Special Meeting:	June 12, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS:

REAPPOINTMENTS:

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize Mayor, Harry W. Rilling, to execute any and all documents and agreements necessary to accept grant funding under the Department of Transportation 2024 Speed and Aggressive Driving.
2. Authorize Chief of Police, James Walsh, to execute any and all documents and agreements as may be necessary to implement the Department of Transportation 2024 Speed and Aggressive Driving grant.
3. Technical correction: Authorize the Mayor, Harry W. Rilling, to execute a three-year contract with First Due Fire Department Records Management Software for a three-year total of \$143,266.60 (Year 1- \$48,040.00, year 2- 46,452.00, year 3- \$48,774.60). (Acct # 011370-5742).
Original approval:
Authorize the Mayor, Harry W. Rilling, to execute a Contract with First Due Fire Department Records Management Software for a total not to exceed \$48,040.00. (Acct.#011370-5742).

B. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute any and all documents associated with submission of the PY50 AAP to HUD.
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documents consistent with the approved PY50 Annual Action Plan.

C. FINANCE AND CLAIMS

1. Accept and Approve the Report of the Claims Committee Dated: June 2024.
2. For informational purposes only: Narrative on Tax Collections Dated: June 2024.
3. For informational purposes only: Monthly Tax Collector's Reports Dated: May 2024.
4. Approve FY 2024-2025 Parking Authority.
5. Authorize the Purchasing Agent to issue a purchase order to APPLE Computer Inc., for the supply of 25 iMac Computers, for an amount not to exceed \$47,450.00 account 09245010- 5777-C0112.
6. Authorize the purchasing agent to issue a purchase order to Total Communication, Inc, in an amount not to exceed \$159,600.35 for data storage server replacement. Account No. 9241370-5777-C0375 Information Technology Project.
7. Approve Norwalk Procurement Guidelines Revision.

8. Resolution making appropriations, for various public improvements aggregating \$70,217,280 for the FY 2024-2025 capital budget and authorizing the issuance of \$70,217,280 general obligation bonds of the city to meet certain appropriations in the FY 2024-2025 Capital Budget.
9.
 - a. Requesting a Special Capital Appropriation in the amount of \$17,100 to increase the appropriation and authorization for account 09250313-5777-C0385 (Building Repairs-Various Buildings) to contract GZA GeoEnvironmental, Inc for \$16,855 to perform preliminary soil testing in order to determine the scope of work necessary to repair/replace the current sinking and unstable apparatus floor.
 - b. Requesting a reduction in the amount of \$16,549.24 to the appropriation in account 09233110-5777-C0385 (Station 5-Roof Replacement). The project will be closed.
 - c. Requesting a reduction in the amount of \$550.76 to the appropriation in account 09223110-5777-C0385 (Station 5- Roof Replacement). The project will be closed.
10. Resolution making a supplemental appropriation of \$189,000,000 for the construction of a new Norwalk High School and authorizing the issuance of an additional \$15,000,000 general obligation bonds of the City to finance the appropriation, or so much as may be necessary after deducting grants to be received for the project.
11. Resolution to transfer unexpended funds

WHEREAS, the Common Council previously adopted a resolution to appropriate \$72,000,000 for the renovation of the South Norwalk Community School (the "Project") and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$72,000,000 to finance said appropriation (the "Resolution"); and

WHEREAS, after the Common Council adopted the Resolution, the State of Connecticut increased the City's school construction grant for the Project; and

WHEREAS, due to the increase in State grants, upon reimbursement to the City, there will be unexpended bond proceeds that the Common Council may, by resolution, transfer to other projects.

BE IT RESOLVED, that the Common Council hereby authorizes the transfer of \$19,000,000 of unexpended bond proceeds from the Project to the construction of a new Norwalk High School.

12. Resolution to deauthorize bonds

WHEREAS, the Common Council previously adopted a resolution to appropriate \$72,000,000 for the renovation of the South Norwalk Community School (the "Project") and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$72,000,000 to finance said appropriation (the "Resolution"); and

WHEREAS, after the Common Council adopted the Resolution, the State of Connecticut increased the City's school construction grant for the Project; and

WHEREAS, due to the increase in State grants, the City will not need to issue \$72,000,000 in bonds.

BE IT RESOLVED, that the Common Council hereby deauthorizes \$19,000,000 of bonds for the Project as follows:

	<u>Original Amount</u>	<u>Increase/(Decrease)</u>	<u>Revised Amount</u>
Renovation of South Norwalk Community School	<u>\$ 72,000,000</u>	<u>\$(19,000,000)</u>	<u>\$53,000,000</u>
TOTAL:	<u>\$72,000,000</u>	<u>\$(19,000,000)</u>	<u>\$53,000,000</u>

13. Authorize the purchasing agent to issue a purchase order to Charles Feldman and Associates, in an amount not to exceed \$60,000 for an additional 1(one) year of the professional audit service contract. Account No. 011320-5253 Tax Assessor Professional Services.
14. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with ClearGov in the amount not to exceed \$39,688, for the electronic platform to create Digital Budget Books. Account 09241350-5777-C0090 Digital Budget Book Capital Project

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT



**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**

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Ms. Young called the meeting to order at 7:40 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

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

District A:	Mr. Jalin Sead
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District B: Mr. Dajuan Wiggins Ms. Darlene Young
District C: Ms. Melissa Murray
District D: Ms. Heather Dunn Mr. Doug Sutton
District E: Mr. James Frayer Ms. Lisa Shanahan

At Roll Call there were thirteen (13) Common Councilmembers present and two (2) absent (Ms. Ayers and Ms. McMurrer). A Quorum was present.

Also present were City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: May 28, 2024

**** MS. SHANAHAN MOVED TO APPROVE THE MINUTES AS PRESENTED**
**** MOTION PASSED WITH ONE (1) ABSTENTION**

III. PUBLIC PARTICIPATION

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

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS:

**** MR. BURNETT MOVED TO APPROVE THE FOLLOWING APPOINTMENT**
PAUL J. GORMAN, TAX ASSESSOR

Mr. Burnett spoke in favor of the appointment and Ms. Smyth expressed her thanks to Mr. Gorman

**** MOTION PASSED UNANIMOUSLY**

REAPPOINTMENTS: There were no reappointments announced this evening

MAYOR'S REMARKS:

In Mayor Rilling's absence this evening, Ms. Young offered comments under the Council President section of the agenda.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS:

**** MS. MURRAY MOVED TO APPROVE THE FOLLOWING ITEM**

REAPPORTIONMENT COMMISSION

Ms. Young shared the names of the seven Norwalk residents and reviewed the appointment process. She was asked about cultural sensitivity. In addition she was told the individuals do not reflect the demographics of the City. Ms. Niedzielski Eichner described the effort made to gather a variety of names. In response to Mr. Burnett's question, she shared the role of the Commission and Ms. Shanahan shared how the public will be involved..

**** MOTION PASSED UNANIMOUSLY**

Ms. Young reported that the first Common Council newsletter was sent out. She said Norwalk 101 civic engagement will take place on Monday June 17th at City Hall. Juneteenth marks the day in 1865 when troops arrived in Texas to announce the end of slavery in Texas. An event will take place on Saturday, June 15th at the Green. Ms. Young expressed thanks to Mr. Sead who was instrumental in moving this event forward. Ms. Young announced a special meeting of the Common Council will take place tomorrow evening to learn about the role of the Legislative body.

B. CONSENT CALENDAR:

Ms. Young announced that Ms. Niedzielski Eichner would be reading this evening's Consent Calendar.

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING
CONSENT CALENDAR**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

1. APPROVE THE 2024 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROGRAM APPLICATIONS FOR THEIR SUBMISSION TO THE STATE OF CONNECTICUT AND SUBSEQUENT REVIEW.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE SEPARATE MASTER SERVICES AGREEMENTS WITH AKRF FOR ON-CALL PROFESSIONAL CONSULTING SERVICES TO BE PERFORMED ON AN AS-NEEDED BASIS RELATED TO PEER TRAFFIC REVIEW. THE SCOPE OF WORK WILL BE PERFORMED PURSUANT TO INDIVIDUAL LETTERS OF AGREEMENT DETAILING THE SCOPE OF THE WORK FOR EACH PROJECT. SERVICES WILL BE PAID FOR BY INDIVIDUAL APPLICANTS WITH THE DEPARTMENT.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE SEPARATE MASTER SERVICES AGREEMENTS WITH DECARLO & DOLL AND BFJ PLANNING FOR ON CALL PROFESSIONAL CONSULTING SERVICES TO BE PERFORMED ON AN AS-NEEDED BASIS RELATED TO PEER ARCHITECTURAL/PLANNING REVIEW. THE SCOPE OF WORK WILL BE PERFORMED PURSUANT TO INDIVIDUAL LETTERS OF AGREEMENT DETAILING THE SCOPE OF THE WORK FOR EACH PROJECT. SERVICES WILL BE PAID FOR BY INDIVIDUAL APPLICANTS WITH THE DEPARTMENT.

4. AUTHORIZE THE DIRECTOR OF PLANNING AND ZONING TO EXECUTE THE LETTERS OF AGREEMENT FOR BOTH TRAFFIC PEER REVIEW SERVICES AND ARCHITECTURAL/PLANNING PEER REVIEW SERVICES.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO INCREASE THE FUSS AND O'NEILL CONTRACT BY \$798,000 FOR ADDITIONAL TRANSPORTATION ENGINEERING AND RELATED DESIGN SERVICES FOR WALL STREET CORRIDOR IMPROVEMENTS.

ACCOUNT(S): 133710 5796 AEC01

0924 3750 5777 C0800

0924 3750 5777 C0800

0925 3750 5777 C0800

6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND STANTEC FOR PRELIMINARY DESIGN AND GRANT SUPPORT SERVICES FOR THE NORWALK RIVER VALLEY TRAIL WIL-WALK SPUR, PLANNED TO RUN UNDERNEATH GRIST MILL ROAD TO GLOVER AVENUE, IN AN AMOUNT NOT TO EXCEED \$22,000.

ACCOUNT: 0924 3750 5777 C0777

B. PUBLIC WORKS

1A. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND THE GRASSO COMPANIES, LLC FOR PROJECT RD2024-3 CURBS AND SIDEWALKS FOR BEACON STREET FOR A SUM NOT TO EXCEED \$1,070,580.00.

ACCOUNT NO. 03 00 00 2602

09 23 7100 5777 C0583

09 24 4021 5777 C0318

09 25 4021 5777 C0318

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 24 4021 5777 C0440

09 25 4021 5777 C0440

1B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT BETWEEN THE CITY OF NORWALK AND THE GRASSO COMPANIES, LLC, FOR PROJECT RD2024-3 CURBS AND SIDEWALKS FOR BEACON STREET FOR A SUM NOT TO EXCEED \$107,058.00.

ACCOUNT NO. 03 00 00 2602

09 23 7100 5777 C0583

09 24 4021 5777 C0318

09 25 4021 5777 C0318

09 24 4021 5777 C0021

09 25 4021 5777 C0021

09 21 4021 5777 C0440

09 22 4021 5777 C0440

09 24 4021 5777 C0440

09 25 4021 5777 C0440

2A. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE AN EXTENSION FOR A 1 (ONE) YEAR AGREEMENT WITH ROCCO IADAROLA GENERAL CONTRACTING COMPANY FOR PROJECT TMP2023-1 DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT VARIOUS INTERSECTIONS FOR AN AMOUNT NOT TO EXCEED \$150,000.00.

**ACCOUNT NO. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824**

2B. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING, TO EXECUTE AN EXTENSION FOR A 1 (ONE) YEAR ORDERS ON CONTRACT WITH ROCCO IADAROLA GENERAL CONTRACTING COMPANY FOR PROJECT TMP2023-1 DECORATIVE CROSSWALKS AND TRAFFIC CALMING SURFACES AT VARIOUS INTERSECTIONS FOR AN AMOUNT NOT TO EXCEED \$15,000.00.

**ACCOUNT NO. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
09 24 3750 5777 C0581
09 24 3750 5777 C0649
09 24 3750 5777 C0777
09 23 4120 5777 C0824
09 24 3750 5777 C0824**

4. AUTHORIZE THE MAYOR HARRY W. RILLING, TO SIGN THE STORMWATER MANAGEMENT PLAN, PREPARED BY CDM SMITH, TO CERTIFY THE SUBMITTED INFORMATION IS TRUE AND ACCURATE, IN ACCORDANCE WITH SECTION 22A-6 OF THE CONNECTICUT GENERAL STATUTES, PURSUANT TO SECTION 53A-157B OF THE CONNECTICUT GENERAL STATUTES.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING TO EXECUTE A SIXTH AMENDMENT TO THE WOODARD & CURRAN AGREEMENT DATED AUGUST 12, 2019, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR FLOOD REMEDIATION AT SPECIFIC LOCATIONS IN ACCORDANCE

**WITH PROFESSIONAL SERVICES TASK ORDER 24-1 DATED MAY 21, 2024,
FOR A SUM NOT TO EXCEED \$166,000.00.**

**ACCOUNT NO. 13 4010 5796 APW02
13 4010 5796 APW03
09 21 4021 5777 C0440**

**7. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE A FIRST
AMENDMENT BETWEEN THE CITY OF NORWALK AND TIGHE & BOND,
INC. FOR PROJECT DPW2024-2 ON-CALL CONSTRUCTION INSPECTION
OBSERVATIONS SERVICES FOR AN AMOUNT NOT TO EXCEED \$466,000.00
BILLABLE ON AN HOURLY BASIS.**

**ACCOUNT NO. 09 24 4021 5799 C0689
09 21 4021 5777 C0440**

**8A. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE AN
AGREEMENT WITH B&W PAVING & LANDSCAPING LLC. FOR
PURCHASING PROJECT 4366, BLDG2024-1 PAVING OF BEN FRANKLIN,
KENDALL ELEMENTARY SCHOOL, AND ROWAYTON ELEMENTARY
SCHOOL FACILITY PARKING LOT (BASE BID) AND PAVING OF DPW
OPERATIONS FACILITY PARKING LOT (ALTERNATE 1) FOR A SUM NOT
TO EXCEED \$336,640.00 (BASE BID) PLUS \$80,650.10 (ALTERNATE 1).**

**ACCOUNT NO. 09 16 5010 5777 C0516
09 19 5010 5777 C0516
09 20 5010 5777 C0516
09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 24 7100 5777 C0295
09 25 7100 5777 C0119**

**8B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO
EXECUTE ORDERS ON CONTRACT WITH B&W PAVING & LANDSCAPING
LLC. FOR PURCHASING PROJECT 4366, BLDG2024-1 PAVING OF BEN
FRANKLIN, KENDALL ELEMENTARY SCHOOL, AND ROWAYTON
ELEMENTARY SCHOOL FACILITY PARKING LOT (BASE BID) AND PAVING
OF DPW OPERATIONS FACILITY PARKING LOT (ALTERNATE 1) FOR A
SUM NOT TO EXCEED \$41,729.01.**

**ACCOUNT NO. 09 16 5010 5777 C0516
09 19 5010 5777 C0516
09 20 5010 5777 C0516**

09 22 5010 5777 C0516
09 24 5010 5777 C0516
09 24 7100 5777 C0295
09 25 7100 5777 C0119

9A. AUTHORIZE THE MAYOR HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH THE GRASSO COMPANIES LLC. FOR PURCHASING PROJECT 4367, PM2024-4 – PAVING AT VARIOUS LOCATIONS (BASE BID), PROPOSED SIDEWALKS ON RICHMOND HILL ROAD, MCALLISTER AVENUE AND FRANCES AVENUE (ALTERNATE 1 & 2) FOR A SUM NOT TO EXCEED \$710,650.50 (BASE BID) PLUS \$383,700.00 (ALTERNATE 2). CONSENT TO TABLE

ACCOUNT NO. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440

9B. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO EXECUTE ORDERS ON CONTRACT WITH THE GRASSO COMPANIES LLC. FOR PURCHASING PROJECT 4367, PM2024-4 – PAVING AT VARIOUS LOCATIONS (BASE BID), PROPOSED SIDEWALKS ON RICHMOND HILL ROAD, MCALLISTER AVENUE AND FRANCES AVENUE (ALTERNATE 1 & 2) FOR A SUM NOT TO EXCEED \$218,870.10. CONSENT TO TABLE

ACCOUNT NO. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440

10. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND COLONNA CONCRETE & ASPHALT PAVING, LLC FOR PROJECT RD2024-2 CURBS AND SIDEWALKS FOR VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$791,450.00 WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

11. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT BETWEEN THE CITY OF NORWALK AND COLONNA CONCRETE & ASPHALT PAVING, LLC, FOR PROJECT RD2024-2 CURBS AND SIDEWALKS FOR VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$79,145.00.

ACCOUNT NO. 03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440

C. COMMUNITY SERVICES

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS NECESSARY TO ACCEPT AND RECEIVE CHILD DAY CARE GRANT FUNDS ALLOCATED TO THE CITY OF NORWALK FROM THE STATE OF CONNECTICUT, OFFICE OF EARLY CHILDHOOD (OEC) FOR STATE FISCAL YEAR 2025.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH AMERICARES FREE CLINICS (AFC) IN THE AMOUNT OF \$10,000.00 TO PROVIDE FREE HEALTH CARE SERVICES FOR NORWALK RESIDENTS WHO OTHER CANNOT PAY, UTILIZING ACCOUNT NUMBER 012010-5A0620.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. ECONOMIC AND COMMUNITY DEVELOPMENT

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING ITEM**

7. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT WITH BERRY, DUNN, MCNEIL & PARKER, LLC FOR SOFTWARE PROJECT MANAGEMENT CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$150,000.

ACCOUNT: 13-700-013-13500-0000-5796-AEC15

Ms. Vonashek provided details and explained that the application process was cumbersome. This item is phase one of the modernization of the process. Mr. Goldstein noted this is a large project and will make the process more efficient. Funding will come through ARPA funds and through a capital request in the next budget. Ms. Vonashek said the entire project will take about 36 months. She said the initiative is about modernizing the process and customer service, They will be working with stakeholders.

**** MOTION PASSED UNANIMOUSLY**

B. PUBLIC WORKS

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING ITEMS**

3A. AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH BURNS CONSTRUCTION COMPANY, FOR PROJECT TMP2024-05 TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL, FOR AN AMOUNT NOT TO EXCEED \$396,940.90.

**ACCOUNT NO. 09 24 3750 5777 C0677
09 23 4120 5777 C0441**

3 B. AUTHORIZE THE DIRECTOR OF TRANSPORTATION, MOBILITY AND PARKING TO EXECUTE ORDERS ON CONTRACT WITH BURNS CONSTRUCTION COMPANY, FOR PROJECT TMP2024-05 TRACEY MAGNET ELEMENTARY SCHOOL MULTIPURPOSE DRIVEWAY/TRAIL, FOR A CONTINGENCY AMOUNT NOT TO EXCEED \$39,694.09.

**ACCOUNT NO. 09 24 3750 5777 C0677
09 23 4120 5777 C0441**

Mr. Frayer reviewed the requests and said this is a good example of creativity. He added that neighbors have complained about the traffic during the school year. He described how the multipurpose driveway/trail will be used. Ms. Smyth spoke in support.

**** MOTION PASSED UNANIMOUSLY**

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING ITEM**

**6. AUTHORIZE THE PURCHASING AGENT TO AUTHORIZE A SOLE
SOURCE PURCHASE ORDER TO TESLA INC. FOR THE PURCHASE OF
FOUR (4) TESLA - MODEL Y CARS FOR A SUM NOT TO EXCEED \$200,520.**

**ACCOUNT NO. 09 24 4031 5777 C0313
09 25 4031 5777 C0313
09 25 4031 5777 C0716
09 24 4062 5777 C0361**

Mr. Frayer reviewed the request and said these cars will replace existing Ford Explorers. Charging stations are being built at City Hall and at the Department of Public Works garage.

Ms. Niedzielski Eichner thanked Ms. Valdares for making this happen. She added that this is the kind of vehicle the City should be using. Ms. Valdares said she was excited to present this item. The plan is that all new cars will be either electric or hybrid. Tesla came back with a good price and the cars are expected to arrive in July, pending approval. In addition, there is a \$7,500 tax rebate on each of the cars. Ms. Valdares said they looked at other options, but Tesla was the most competitive.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no postponed motions 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 8:45 p.m.

ATTEST:

Irene Dixon, City Clerk

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

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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.

****SPECIAL MEETING****
INFORMATIONAL WORKSHOP
THE ROLE OF THE LEGISLATIVE BODY:
MODERATED BY ATTORNEY MEDNICK
COMMON COUNCIL CHAMBERS
AND VIA TELECONFERENCE
JUNE 12, 2024

Ms. Young opened the Workshop at 7:00 PM and led the Assembly and reciting the Pledge of Allegiance.

Ms. Dixon called the Roll:

Council at Large:	Mr. Joshua Goldstein	Mr. Johan Lopez
	Ms. Nora Niedzielski Eichner	Ms. Barbara Smyth

District A:	Mr. Jalin Sead (7:15 p.m.)
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District B: Ms. Darlene Young

District C:

District D: Ms. Heather Dunn Mr. Doug Sutton

District E: Mr. James Frayer

At Roll Call there were seven (7) Common Councilmembers present and eight (8) absent (Mr. Burnett; Mr. Goldstein; Ms. Ayers; Mr. Sead; Mr. Wiggins; Ms. McMurrer; Ms. Murray; Ms. Shanahan)

Also present were City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola, Attorney Steve Mednick

This is an informational workshop in preparation for the upcoming appointment of a charter revision commission.

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.

Ms. Young turned the Informational Workshop over to Attorney Mednick, who explained the purpose of the Workshop.

Attorney Mednick introduced the following legislative leaders.

Mayor Shari Cantor - West Hartford
Mayor and former Council President Vinny Cervoni – Wallingford
Assistant Majority Leader T.J. Clarke II – Hartford
Council President Gene Nocera – Middletown
Former Council President Thomas McCarthy – Bridgeport
Former Assistant Minority Leader Chris Anderson – New Britain

Each legislative leader discussed their role within their respective government structure which was followed by questions and answers.

The next Informational Workshop will take place in July and will focus on the budgeting process. This will be followed by a meeting in September that will focus on the executive balance of power. The process of creating a Charter Revision Committee will take place in August or September. About this time next year, they should be ready to report on the 2025 ballot.

There was no further discussion and the workshop closed at 9:00 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Norwalk Department of Police Service

Memo

To:	Common Council and Public Safety and General Government Committee
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Common Council Authorization for Connecticut DOT Highway Safety Project 2024 Speed and Aggressive Driving Grant Award
Date:	June 11, 2024

The Connecticut Department of Transportation (DOT) has approved the application submitted by the City of Norwalk Police Department for an award under the application entitled 2024 Speed and Aggressive Driving grant award. The grant award is approved for \$72,257.76. The grant effective date runs from July 1, 2024 to September 5, 2024. The grant is focused on increasing public safety.

According to the Crash Data Repository at UCONN, aggressive driving-related crashes in Norwalk have risen 29.9% from 2020 to 2022. Accidents attributed to aggressive driving also has resulted in an increase of injuries. UCONN Crash Data Repository indicates that Norwalk would benefit from additional police presence and enforcement on our roadways. The additional enforcement actions will help in the deterrence of speed related crashes and encourage safe and responsible motor vehicle operation.

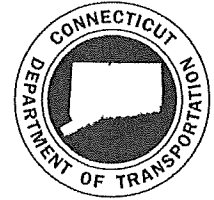
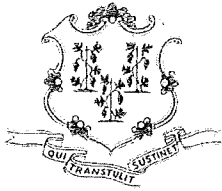
The most problematic areas in Norwalk are the main thoroughfares which serve as the municipal arteries of the City. Additional primary roads, used to access these thoroughfares, will also be target areas. Officers will focus on enforcing moving violations. They will issue verbal warnings, written warnings, infraction tickets, or make arrests when appropriate. The grant parameters are set to increase patrols on Friday, Saturday, Sunday, and Monday's when data shows an increase in speed and aggressive driving problems. Time of day for enforcement is also set by the grant during peak traffic hours.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute any and all documents and agreements necessary to accept grant funding under the Department of Transportation 2024 Speed and Aggressive Driving.
2. Authorize Chief of Police James Walsh to execute any and all documents and agreements as may be necessary to implement the Department of Transportation 2024 Speed and Aggressive Driving grant.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE

2800 BERLIN TURNPIKE PO BOX 317546
NEWINGTON, CT 06131-7546



GRANT APPROVAL CONFIRMATION

DELIVERED BY EMAIL TO: Harry Rilling

APPROVED PROJECT PERIOD:

July 01, 2024 - September 05, 2024

STATE PROJECT NUMBER:

0204-0706-AR

PROJECT NAME:

2024 Speed & Aggressive Driving

GOVERNMENTAL UNIT:

City of Norwalk

APPLICANT:

Norwalk Police Department

FEDERAL FUNDS:

\$72,257.76

MUNICIPAL/OFFICER/CONSTABLE FRINGE RATE OVERTIME %

1.45%

STATE POLICE/RESIDENT TROOPER FRINGE RATE OVERTIME %

0.00%

CFDA:

20.600

The Department of Transportation would like to notify you of the approval of the Norwalk Police Department's Highway Safety project application entitled 2024 Speed & Aggressive Driving effective July 01, 2024 - September 05, 2024.

Federal funds in the amount of \$72,257.76 are allocated to this project in accordance with the approved 2024 Fiscal Year Connecticut Highway Safety Plan. The total project cost may not exceed this amount for the approved project period.

All grants greater than or equal to \$30,000.00 are subject to FFATA (Federal Funding Accountability and Transparency Act) sub-award reporting requirements. For more information go to <https://www.fsrs.gov/#a-faqs>.

All costs incurred under this project must be in full compliance with both federal and State regulations, policies and procedures that govern the use of highway safety funds. Costs are subject to review by both Internal and External Auditors.

Please note that deviations from the specifics of the approved budget must be reviewed and approved by the Highway Safety Office prior to their implementation in order for related costs to be eligible for reimbursement.

The ENF-APP reimbursement package will be sent to your agency point of contact. All final claims against this project, together with all supporting financial documentation, must be submitted to the Highway Safety Office no later than thirty (30) days after the project period ending date.

If you have any additional questions or concerns regarding this program, please contact me at Joseph.Cristalli@ct.gov or 860-594-2412

cc'd by email to: clam@norwalkct.gov
dorr@norwalkct.gov

A handwritten signature in black ink, appearing to read "Joseph T. Cristalli, Jr.".

Joseph T. Cristalli, Jr.
Transportation Assistant Planning Director

Application Signatures

Subgrantee Signatures

Authorizing Official

* **Name:** Rita Nigri
* **Title:** Grant Administrator
Financial Officer

* **Signature:** Rita Nigri
Signature Date: 06/05/2024

* **Name:** Rita Nigri
* **Title:** Grant Administrator

* **Signature:** Rita Nigri
Signature Date: 06/05/2024

Project Director

* **Name:** David Orr
* **Title:** Lieutenant

* **Signature:** David Orr
Signature Date: 06/05/2024

If you have completed the content of the grant application and are ready for Financial Officer and Authorizing Official signatures, press "Submit & Request Authorization Signatures".

CTHSO Signatures

Program Manager

* **Name:** Keven McNeill
* **Title:** Program Manager

* **Signature:** Keven McNeill
Signature Date: 06/05/2024

Supervisor

* **Name:** Phyllis DiFiore
* **Title:** Transportation Supervising Planner

* **Signature:** Phyllis DiFiore
Signature Date: 06/07/2024

Fiscal

* **Name:** Anila Hafeez
* **Title:** Associate Accountant

* **Signature:** Anila Hafeez
Signature Date: 06/07/2024

Program Coordinator

* **Name:** Joseph Cristalli
* **Title:** Transportation Assistant Planning Director

* **Signature:** Joseph Cristalli
Signature Date: 06/07/2024

Governor's Representative

* **Name:** Garrett Eucalitto
* **Title:** HSO Governor's Representative

* **Signature:** Garrett Eucalitto
Signature Date: 06/07/2024

Application General Information Form

ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.

Applicable Organizations: * Option 1
Option 2
Project Title: * 2024 Speed & Aggressive Driving
Governmental Unit/Agency: * City of Norwalk

Check here if the remittance address is different than the Applicant/Organization address.

Governmental Unit/Agency Information

Governmental Unit/Agency: City of Norwalk

Address * 125 East Avenue	City * Norwalk
State * Connecticut	Zip * 06851
FEIN	UEI Number

Applicant Information

Applicant Name: Norwalk Police Department

Address * 1 Monroe Street	City * Norwalk
State * Connecticut	Zip * 06854
E-mail * dorr@norwalkct.gov	Phone * (203) 854-3007
Fax	
FEIN * 06-6011881	UEI Number * V7ZTXNBKJM9

Project Director Information

Designated Project Director for this grant: *David Orr **

First Name *

David

Last Name *

Orr

Title *

Lieutenant

Email *

dorr@norwalkct.gov

Phone *

(203) 854-3007

Financial Officer Information

Designated Financial Officer for this grant: *Chitsamay Lam **

First Name *

Chitsamay

Last Name *

Lam

Title *

Comptroller

Email *

clam@norwalkct.gov

Phone *

(203) 854-7711

Authorizing Official Information

Designated Authorizing Official for this grant: *Harry Rilling **

First Name *

Harry

Last Name *

Rilling

Title *

Mayor

Email *

hrilling@norwalkct.gov

Phone *

(203) 854-7701

Problem ID

Applicant: Norwalk Police Department
Project Title: 2024 Speed & Aggressive Driving

2023 Statewide Statistics*:

- 50.7% of all **speed** crashes occurred during the weekend days of Friday through Sunday.
- 55.6% of fatal and serious injury **speed** crashes. occurred during the weekend days of Friday through Sunday.
- 43.5% of fatal crashes related to **speeding** occurred between the hours of 6PM to midnight.
- 27.1% of all fatalities were **speeding** related **Aggressive Driving**.
- 40.5% of all **aggressive driving** crashes occurred during the weekend days of Friday through Sunday.
- 49.4% of fatal and serious injury crashes related to **aggressive driving** occurred during the weekend days of Friday through Sunday.
- 41.7% of fatal crashes related to **aggressive driving** occurred between the hours of 4PM and 10PM.
- 22.0% of fatal crashes involved **aggressive driving**.

*figures are preliminary and subject to change

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on combination of the following town level crash data (excluding interstates):

- Total number of fatal and injury crashes 2019-2023
- Past High Visibility Enforcement grant performance

List proposed enforcement locations and provide a justification for each location.
Include local problem identification and data.

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

According to the US Census, in 2022 Norwalk had a population of 91,100 people. Between 2021 and 2022 the population of Norwalk, CT grew from 90,821 to 91,050, a 0.252% increase in one year. However, since 2000 when the population was 82,951, the population in Norwalk has grown 9.8%. According to the UConn Connecticut Crash Data Repository, aggressive driving-related crashes in Norwalk have risen 29.9% from 2020 (461) to 2022 (599). Accidents attributed to aggressive driving have resulted in injuries during the same time span 2020-2022 have increased at an alarming rate from 148 to 239 (61.5%). The UConn Connecticut Crash Data Repository indicates that the most problematic areas in Norwalk are along the main thoroughfares of Rt. 1 (Westport Ave and Connecticut Ave), Rt. 7. (Main Ave), and East Ave and West Ave which serve as municipal arterial roadways. Additionally, the primary roads used to access our local beach and parks during the summer months, Gregory Blvd and Beach Rd, would benefit from additional police presence and enforcement. The time periods each day when motor vehicle traffic is most voluminous is during the morning rush hours, the mid-day lunch hour, and the evening rush hours. Also, we experience an uptick in aggressive driving and speeding during the evening hours on the weekends, due to an abundance of restaurants, bars, and social establishments in Norwalk.

Additional Documentation

			Target Goals *
			Project Period
Speed Crashes			Speed Crashes
2020	2021	2022	2024
461	592	599	500
Speed Fatalities			Speed Fatalities
2020	2021	2022	2024

2	0	1	0
Speed Injuries			Speed Injuries
2020	2021	2022	2024
148	175	239	175
Speed Citations Issued			Speed Citations Issued
2020	2021	2022	2024
274	578	633	1,000

Problem Identification

List locations with the highest problems	
West Ave/Wall St	*
Connecticut Ave	*
Main Ave	*
East Ave	
Westport Ave	
Gregory Blvd and Beach Rd	
Fillow St/Weed Ave	
West Rocks Rd/East Rocks Rd	

List day(s) of the week where data shows increased problems:	
Friday	*
Saturday	*
Sunday	*
Monday	

List time(s) of the day where data shows increased problems:	
0800	*
1200	*
1700	*
2100	

Objectives

Applicant: Norwalk Police Department
Project Title: 2024 Speed & Aggressive Driving

Objective is to decrease fatalities and injuries as a result of motor vehicle crashes caused by Speeding and Aggressive Driving.

- To Increase High Visibility Speed and Aggressive Driving Enforcement, especially in areas with high population, high traffic volumes and roadways with low posted speed limits. These areas have been identified through state level problem identification as the most likely to effect the greatest number of speed related crashes through HVE speed enforcement.
- To reduce or maintain speed related crashes during the grant period below the 3 year average (2019 - 2021).

Describe the objectives to be accomplished during this project.

The objectives should be specific, clearly written, measurable, and time-framed.

Through focused police presence and enforcement at targeted times and locations which have been determined through the compilation of statistical data (UConn data repository), we will increase our capacity for enforcement, deter speeding and aggressive driving, and encourage safe and responsible motor vehicle operation on City streets. We intend to reduce the frequency of m/v accidents, as well as the incidents of injuries resulting from crashes in Norwalk. This will be achieved through an increased police presence and enforcement activity. Officers will issue infractions and make arrests, when appropriate, for title 14 moving violations and criminal offenses. With the increasing population comes a greater need for responsible safety measures to to maintain public safety and well being. This grant will be focused on matching the dynamic growth Norwalk has experienced and improving public safety.

Activities

Applicant: *Norwalk Police Department*

Objective is to decrease fatalities and injuries as a result of motor vehicle crashes caused by Speeding and Aggressive Driving.

- To Increase High Visibility Speed and Aggressive Driving Enforcement, especially in areas with high population, high traffic volumes and roadways with low posted speed limits. These areas have been identified through state level problem identification as the most likely to effect the greatest number of speed related crashes through HVE speed enforcement.
- To reduce or maintain speed related crashes during the grant period below the 3 year average (2019 - 2021).

Describe activities and procedures you will undertake to achieve each objective. *

Identify project personnel and responsibilities. Include activity timelines.

Officers will employ established motor vehicle enforcement tactics and strategies to include single-man roving uniformed patrols in marked police vehicles. Officers will physically monitor traffic conditions at locations which have been determined through statistics to have a higher than normal frequency of violations and crashes. Officers will conduct motor vehicle stops and will issue verbal warnings, written warnings, infraction tickets, and make arrests when appropriate. Officers will focus on enforcing moving violations related to speeding and aggressive driving.

Enforcement

Applicant: *Norwalk Police Department*
 Project Title: *2024 Speed & Aggressive Driving*

Enforcement Activity

Use an average rate for the overtime hourly rate. Hours per shift must be between 4 hours and 8 hours per day. Shift hours can't exceed 8 hours per officer. There are 67 patrol days available.

Start End

Enforcement Period: 7/1/2024 9/5/2024

Subgrantee Type	Enforcement Type	Number of Hours	Hourly Rate	Total
<i>Municipal PD</i>	<i>Focus Patrol</i>	<i>25</i>	<i>\$77.00</i>	<i>\$1,925.00</i>

Number of Planned Focus Patrol Days: 37

Number of Planned Checkpoint Days: 0

Focus Patrol Grand Total: \$71,225.00

Checkpoint Grand Total: \$0.00

Enforcement Total: \$71,225.00

Planned Locations and Enforcement Type

Date Location and Manpower Changes:

Spotter/Non-Spotter enforcement can be done in teams or individually. If working in teams, then use a spotter and other officers working the shift (non-spotter). If working alone, spotter/self-initiated is the correct category. Please note – spotter/self-initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of speeding. When this behavior is observed, the officer then “self-initiates the stop. List locations and then choose Spotter/non-spotter and/or spotter/self-initiated enforcement types at the planned locations.

Location	Type
<i>East Ave</i>	<i>Spotter/Self-Initiated</i>
<i>West Ave/Wall St</i>	<i>Spotter/Self-Initiated</i>
<i>Connecticut Ave</i>	<i>Spotter/Self-Initiated</i>
<i>Main Ave</i>	<i>Spotter/Self-Initiated</i>
<i>Westport Ave</i>	<i>Spotter/Self-Initiated</i>
<i>Gregory Blvd/Beach Rd</i>	<i>Spotter/Self-Initiated</i>
<i>FillowSt/Weed Ave</i>	<i>Spotter/Self-Initiated</i>
<i>West Rocks Rd/East Rocks Rd</i>	<i>Spotter/Self-Initiated</i>

Fringe

Applicant: *Norwalk Police Department*
Project Title: *2024 Speed & Aggressive Driving*
Do you plan on
submitting a Fringe ☒ Yes ☐ No
Rate? *

Fringe Benefits

NOTES:

- If fringe rate is being charged/reimbursed, this page should be completed and signed.
- Fringe benefit charges should NOT be included in the hourly rate.
- No hourly rate should be inflated--all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by "*Norwalk Police Department*" for hours worked by personnel for the following time period:

FROM:

TO: *9/30/2024* *

7/1/2024 *

Click the + icon to **add** a new row

Click the - icon to **delete** an existing row

Actual Cost Category	Officer/Constable Fringe Rate OVT %	Trooper Fringe Rate OVT %		
FICA-Medicare			1.45000	0.00000
Other Cost Category				
Total Fringe Rate	1.45000%	0.00000%		

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

* Name: *Rita Nigri*

* Signature: *Rita Nigri*

* Title: *Grant Administrator*

Signature
Date: *06/05/2024*

Budget

Applicant: Norwalk Police Department
Project Title: 2024 Speed & Aggressive Driving

Salaries

Category	Focus Patrol	Checkpoint	Estimated Wages Subtotal
Municipal PD	\$71,225.00	\$0.00	\$71,225.00
Resident Trooper	\$0.00	\$0.00	\$0.00
Officer/Constable	\$0.00	\$0.00	\$0.00
State Police	\$0.00	\$0.00	\$0.00
Total Estimated Wages:			\$71,225.00

Fringe Benefits

Category	Fringe Benefit Rate	Fringe Benefits Cost Subtotal
Municipal PD	1.45000%	\$1,032.76
Resident Trooper	0.00000%	\$0.00
Officer/Constable	1.45000%	\$0.00
State Police	0.00000%	\$0.00
Total Estimated Fringe Benefits:		\$1,032.76

Indirect Costs

Approved Indirect Cost Rate (if applicable): * 0.00%

Total Indirect Costs: \$0.00

City/Town/Agency's Chief Financial Officer or Authorizing Official

I further certify that this statement is correct in all respects and that the Indirect Costs Rate identified above accurately identifies what is allowable.

Click **Save** to populate the Signature Date and Title of the selected Authorizing Official.

Name: Rita Nigri*

Signature: Rita Nigri*

Title: Grant Administrator*

Signature
Date: 06/05/2024*

Equipment

List Each Item.

Any items valued equal to or greater than \$5,000 require NHTSA Pre-Approval.

Click the + icon to **add** a new row

Click the - icon to **delete** an existing row

Item	Quantity	Cost Per Item	Total Cost	Buy America Supporting Documentation (If any item's Cost Per Item >= \$5,000, Buy America Documentation is Required)
		\$	\$0.00	

Total Equipment Costs:

\$0.00

Copy of Equipment Quote

Supported file types: .doc, .docx, and .pdf

Other Supporting Documentation

Supported file types: .doc, .docx, and .pdf

Grand Total

Grand Total
Amount: \$72,257.76

Budget Notes:

Please note that the remaining allocation of \$2,742.24 might be needed for wages if an officer makes an arrest late in their shift and goes beyond the designated time.

Budget Summary

Total Federal Budget \$72,257.76
 Total Match Budget \$0.00

Relevant FAIN numbers will initially be unavailable during the grant submission process.

FAIN Numbers will be automatically assigned here once the grant has been submitted, reviewed and processed by CT HSO.

Federal Award Identifier Number (FAIN):

69A37520300004020CT0
 69A37521300004020CT0
 69A37522300004020CT0
 69A3752230SUP4020CT0
 69A37523300004020CT0
 69A3752330SUP4020CT0
 69A37524300004020CT0
 69A3752430SUP4020CT0

Cost Category	Amount	Budget Summary Approval (For HSO Staff Only)		
Officers-Salaries	\$71,225.00	[X]Approved	Conditions Apply *	N/A
Officers-Fringe Benefits @ 1.45%	\$1,032.76	[X]Approved	Conditions Apply *	N/A
Trooper-Salaries	\$0.00	Approved	Conditions Apply *	[X]N/A
Trooper-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	[X]N/A
State Police-Salaries	\$0.00	Approved	Conditions Apply *	[X]N/A
State Police-Fringe Benefits @ 0.00%	\$0.00	Approved	Conditions Apply *	[X]N/A
Indirect Cost	\$0.00	Approved	Conditions Apply *	[X]N/A
Equipment	\$0.00	Approved	Conditions Apply *	[X]N/A
Total Federal Budget	\$72,257.76	* Conditionally Approved amounts will only be reimbursed upon satisfying the condition mentioned below.		
Total Grant Amount	\$72,257.76			

Notes

Reimbursement Requirements

Requested Project Start Date *		Approved Project Start Date
7/1/2024	7/1/2024	The HSO-Approved Project Start Date will populate here once the submitted grant has been reviewed by HSO staff.
Billing Period Start Date	Billing Period Ending Date	Reimbursement Deadline
7/1/2024	9/5/2024	10/5/2024

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included. Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.

Certifications & Assurances

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. *The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. The participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction

knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, department the or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Signature

This section must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Rita Nigri *
Title: Grant Administrator *

Signature: Rita Nigri *
Signature Date: 06/05/2024

Audit Requirements

This page must be completed by an Authorizing Official or Financial Officer belonging to the applicant's organization.

NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS

Attachment A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2023

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of *Norwalk Police Department*

declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources ***DOES exceed \$750.000*** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: *Rita Nigri*

Signature: *Rita Nigri*

Title: *Grant Administrator*

Date: *06/05/2024*

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of *Norwalk Police Department*

declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources ***DOES NOT exceed \$750.000*** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name:

Signature:

Title:

Date:

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **June 30, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Norwalk Fire Department** located at **121 Connecticut Ave, Norwalk, CT 06854** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **36 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other

party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use

of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

b. **Tax Exempt** _____ (Yes/No)

If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

Norwalk Fire Department

By: _____

Name: Andreas Huber

Title: President & CEO

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Dre Mihaylo
Valid Until: August 1, 2024
Quote Number: 1545132000226844514

BILL TO:

Mark Conte
Norwalk Fire Department
121 Connecticut Ave
Norwalk, CT 06854

Account: Norwalk Fire Department

Subscription Start: June 30, 2024

Initial Term: 36 months

Annual Subscription: \$44,240.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Hydrant Management – Basic Manage Hydrants including hydrants visible on pre-plan & response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, and hydrant setup	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Investigations Organize, analyze, and document investigations, keeping case information secure and separated from, but integrated with other modules.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	
Scheduling Integration w/ Third Party (Telestaff) Scheduling Integration with Telestaff	

CAD Integration

Automated importing of CAD calls via XML, Database Connector, or API.

Essentials Online Training Package

4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 3,800.00
Subscription Fees Subtotal	\$ 44,240.00
Total Year 1	\$ 48,040.00
Total Year 2	\$ 46,452.00
Total Year 3	\$ 48,774.60
3-Year Grand Total	\$ 143,266.60

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Total Year 1 will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 90 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000226844514

Statement of Work | Norwalk Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Norwalk Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

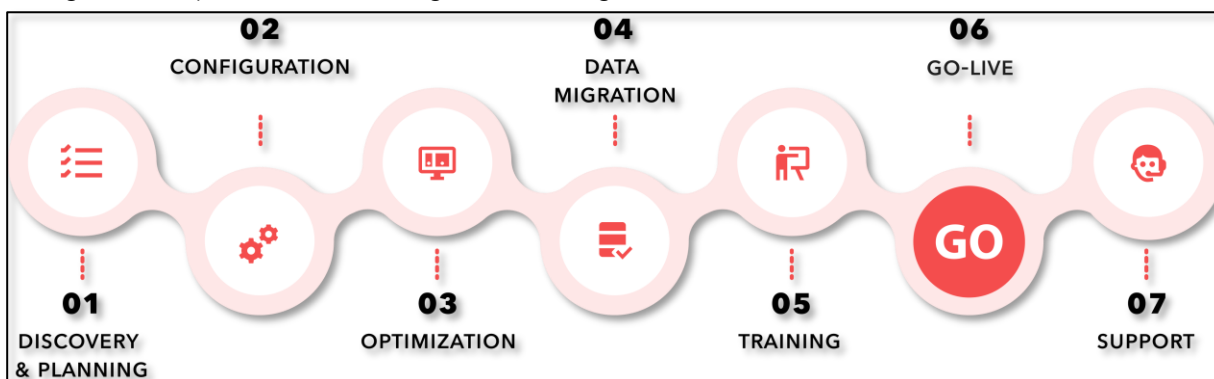
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	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.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Locality Media, Inc.		
2 Business name/disregarded entity name, if different from above First Due		
Print or type. See Specific Instructions on page 3.	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	
	☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See Instructions. 107 7th Street		Requester's name and address (optional)
6 City, state, and ZIP code Garden City, NY 11530		
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 <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number or Employer identification number 81-1388062		
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ <i>Andreas Huber</i>	Date ▶ Jan 02 2024 08:32 PST
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-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. <i>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.</i>		

TO: MEMBER OF THE COMMON COUNCIL
FROM: NORWALK REDEVELOPMENT AGENCY STAFF
DATE: JUNE 25, 2024
RE: CDBG PY50 ANNUAL ACTION PLAN

PY50 ANNUAL ACTION PLAN (AAP) PUBLIC PARTICIPATION

No comments were received during the public hearing hosted by the Norwalk Redevelopment Agency on May 24, 2024. Due to the later release of HUD's funding allocations, any comments received during the 30 day comment period starting on May 25, 2024 and ending on June 24, 2024 will be documented and presented at the June 25, 2024 Common Council meeting. Documented comments will be shared with the Council members as they are received to allow for adequate time for consideration. A summary of public comment is noted in *AP-12-Participation* of the annual action plan draft.

PY50 FUNDS AVAILABLE AND FUNDING RECOMMENDATIONS

The City's CDBG amount available for funding is \$848,001. This number is comprised of \$844,001 of 2024-2025 entitlement funding and \$4,000 of anticipated program income. The allocation is \$5,999 less than anticipated funding listed in the NOFO and \$440 more than the prior year allocations. The proposed the funding allocations reflects the reduced allocation.

A total of 25 sub-recipient application were received during the yearly application window, in addition to two applications submitted by the Norwalk Redevelopment Agency for the use of administrative funding and City Neighborhoods projects. The 27 applications were presented to members of the Economic and Community Development Committee for consideration at the February, 28 2024 ECD Committee meeting.

Housing and Facility project funding made available to the public through the Notice of Funding Opportunity totaled \$222,280. Nine applications for Housing and Facility projects were received and requested \$382,458.25 within the applications. The six organizations recommended for funding totaled \$221,629 of requested funding. The difference between the amount made available for public application and the total project requests was \$160,178.25.

Service funding estimated and made available to the public through the Notice of Funding Opportunity totaled \$127,500. Actual funding available with the release of the funding allocation and subject to the 15% service cap was \$126,600.15. 16 service applications were received and requested \$588,454 within the applications. The five organizations recommended for funding totaled \$113,054 of requested funding. The difference between available service funding and requested service funding was \$461,853.85.

Below is a project summary of funding allocations recommended by the ECD Committee and included in the Annual Action Plan draft. CDBG program planning and administration will continue to operate according to the 20% formula as prescribed by HUD. All public service

activities are subject to HUD's 15% cap of the allocated funding. Public service activity recommendations received and presented below fall within the maximum allowable funding for the category.

Estimated PY50 (2024) Entitlement Funding: \$ 844,001 Program Income: \$4,000				
Project	Organization	Program/Project	Funding Request	Actual Funding
Public Services	Catholic Charities of CT	Immigration/Legal Services for Norwalk Residents	\$ 29,054.00	\$ 29,054.00
	East Norwalk Improvement Assoc.	Literacy and STEAM Programing	\$ 5,000.00	\$ 5,000.00
	Elder House	Adult day services for low-income elderly residents.	\$ 30,000.00	\$ 30,000.00
	Higher Education Literacy Professionals	College Edge Program: Youth preparation and training for college preparedness.	\$ 14,000.00	\$ 14,000.00
	Wheel it Forward	Medical Equipment Lending Program	\$ 35,000.00	\$ 35,000.00
	Subtotal		\$ 113,054.00	\$ 113,054.00
Public Facilities	Norwalk Senior Center	Norwalk Senior Center patio repair project	\$ 72,500.00	\$ 72,500.00
	Subtotal		\$ 72,500.00	\$ 72,500.00
Housing	HomeFront	Home Revitalization Program for Critical Repairs	\$ 20,000.00	\$ 20,000.00
	Abilis Inc.	Generator Installation at 168 East Rocks Road supportive housing property	\$ 16,229.00	\$ 16,229.00
	Keystone House	Replacement of Sewer Main at Genoa St. Property	\$ 12,900.00	\$ 12,900.00
	Norwalk Housing Authority	30 Chestnut Street siding and trim replacement	\$ 50,000.00	\$ 50,000.00
	Norwalk Housing Authority	20 West Ave ADA ramp installation	\$ 50,000.00	\$ 50,000.00
	Subtotal		\$ 149,129.00	\$ 149,129.00
City Neighborhoods (CN)	City of Norwalk	PY50 City Neighborhood: Funds reserved for City operated housing and facility projects. These funds are used as direct project costs for eligible activities and project delivery costs by Norwalk Redevelopment Agency staff to facilitate real projects.	\$ 333,420.00	\$ 343,717.80
NRDA Admin	Norwalk Redevelopment Agency	PY50 Admin: Administrative and planning funds for Norwalk Redevelopment Agency staff to be used for general program management and soft costs activities.	\$ 170,800.00	\$169,600.20
			Total	\$ 848,001.00

All drafts of the PY50 AAP are available online at <https://www.norwalkct.gov/1412/Community-Development-Block-Grant>.

Upon approval by the Common Council, the Norwalk Redevelopment Agency will submit the PY50 AAP to HUD in order to become a binding document guiding the CDBG program for the upcoming program year.

REQUESTED ACTIONS:

- Authorize the Mayor to execute any and all documents associated with submission of the PY50 AAP to HUD.
- Authorize the Mayor to execute any and all documents consistent with the approved PY50 Annual Action Plan.

Links

PY50 Annual Action Plan: <https://www.norwalkct.gov/DocumentCenter/View/33360/Norwalk-2024-AAP--5132024-Draft?bidId>

**Common Council
Request for Item to be Placed on Agenda**

Date of Request June 20, 2024

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

Person/Department/Committee making request: Finance Committee

Section on Agenda where item is to appear: Finance Committee ☒ X

Has Item been to a Council Committee? Yes ☒ X No ☐ Which one?

Finance/Claims **June 17, 2024**

Has the items been reviewed by the Planning and Zoning Commission under Section 8-24 of the State Statutes? Yes ☐ No ☐ N/A ☐

List Item/s 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. Accept and Approve the Report of the Claims Committee Dated: June 2024
2. For informational purposes only: Narrative on Tax Collections Dated: June 2024
3. For informational purposes only: Monthly Tax Collector's Reports Dated: May 2024
4. Approve FY 2024-2025 Parking Authority
5. Authorize the Purchasing Agent to issue a purchase order to APPLE Computer Inc., for the supply of 25 iMac Computers, for an amount not to exceed \$47,450.00 account 09245010-5777-C0112.
6. Authorize the purchasing agent to issue a purchase order to Total Communication, Inc, in an amount not to exceed \$159,600.35 for data storage server replacement. Account No. 9241370-5777-C0375 Information Technology Project.
7. Approve Norwalk Procurement Guidelines Revision.
8. Resolution making appropriations, for various public improvements aggregating \$70,217,280 for the FY 2024-2025 capital budget and authorizing the issuance of \$70,217,280 general obligation bonds of the city to meet certain appropriations in the FY 2024-2025 Capital Budget.
9. a. Requesting a Special Capital Appropriation in the amount of \$17,100 to increase the appropriation and authorization for account 09250313-5777-C0385 (Building Repairs-Variou Buildings) to contract GZA GeoEnvironmental, Inc for \$16,855 to perform

preliminary soil testing in order to determine the scope of work necessary to repair/replace the current sinking and unstable apparatus floor.

b. Requesting a reduction in the amount of \$16,549.24 to the appropriation in account 09233110-5777-C0385 (Station 5-Roof Replacement). The project will be closed.

c. Requesting a reduction in the amount of \$550.76 to the appropriation in account 09223110-5777-C0385 (Station 5- Roof Replacement). The project will be closed.

10. Resolution making a supplemental appropriation of \$189,000,000 for the construction of a new Norwalk High School and authorizing the issuance of an additional \$15,000,000 general obligation bonds of the City to finance the appropriation, or so much as may be necessary after deducting grants to be received for the project.

11. Resolution to transfer unexpended funds

a. WHEREAS, the Common Council previously adopted a resolution to appropriate \$72,000,000 for the renovation of the South Norwalk Community School (the "Project") and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$72,000,000 to finance said appropriation (the "Resolution"); and

b. WHEREAS, after the Common Council adopted the Resolution, the State of Connecticut increased the City's school construction grant for the Project; and

c. WHEREAS, due to the increase in State grants, upon reimbursement to the City, there will be unexpended bond proceeds that the Common Council may, by resolution, transfer to other projects.

d. BE IT RESOLVED, that the Common Council hereby authorizes the transfer of \$19,000,000 of unexpended bond proceeds from the Project to the construction of a new Norwalk High School.

12. Resolution to deauthorize bonds

a. WHEREAS, the Common Council previously adopted a resolution to appropriate \$72,000,000 for the renovation of the South Norwalk Community School (the "Project") and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$72,000,000 to finance said appropriation (the "Resolution"); and

b. WHEREAS, after the Common Council adopted the Resolution, the State of Connecticut increased the City's school construction grant for the Project; and

c. WHEREAS, due to the increase in State grants, the City will not need to issue \$72,000,000 in bonds.

d. BE IT RESOLVED, that the Common Council hereby deauthorizes \$19,000,000 of bonds for the Project as follows:

	<u>Original Amount</u>	<u>Increase/(Decrease)</u>	<u>Revised Amount</u>
Renovation of South Norwalk Community School	<u>\$ 72,000,000</u>	<u>\$(19,000,000)</u>	<u>\$53,000,000</u>
TOTAL:	<u>\$72,000,000</u>	<u>\$(19,000,000)</u>	<u>\$53,000,000</u>

13. Authorize the purchasing agent to issue a purchase order to Charles Feldman and Associates, in an amount not to exceed \$60,000 for an additional 1(one) year of the professional audit service contract. Account No. 011320-5253 Tax Assessor Professional Services.
14. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with ClearGov in the amount not to exceed \$39,688, for the electronic platform to create Digital Budget Books. Account 09241350-5777-C0090 Digital Budget Book Capital Project

AGENDA

CLAIMS COMMITTEE MEETING

JUNE 13TH 2024

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:	BILL No & AMOUNT REFUNDED	REASON
MOTOR VEHICLE		
AVALO BERKIS B	20-MV-303681 \$137.56	ABATEMENT
	21-MV-303630 \$165.28 + \$7.44 INT	ABATEMENT
	22-MV-303701 \$171.68	ABATEMENT
CIANI LINARES VIRNA J	22-MV-312849 \$229.93 + \$37.94 INT	PRORATION
DAIMLER TRUST	22-MV-SEE ATTACHMENT \$1,284.55	ASSMT CORRECTION
DINARDO KRISTEN FLORENCE	22-MV-318480 \$286.64	PRORATION
FRIENDS HOME IMPROVEMENT LLC	22-MV-324441 \$972.77 + \$173.92 INT	OVERPAYMENT
GUEVARA TORRES RAUL ANDRES	22-MV-328712 \$19.41	PRORATION
HONDA LEASE TRUST	22-MV-331875 \$603.52	PRORATION
	22-MV-331788 \$395.06	PRORATION
	22-MV-331915 \$611.32	PRORATION
	22-MV-332040 \$590.20	PRORATION
	22-MV-332044 \$476.26	PRORATION
HYUNDAI LEASE TITLING TRUST	22-MV-SEE ATTACHMENT \$2,483.17	PRORATION
JOYCE WILLIAM P JR	21-MV-334306 \$16.94	PRORATION
NISSAN INFINITI LT LLC	22-MV-349452 \$178.08	PRORATION
	22-MV-349891 \$438.27	PRORATION
	22-MV-349372 \$616.22	PRORATION
OTOOLE FRANKLIN D & KAREN A	22-MV-351764 \$327.64	PRORATION
ROHS DONNA	22-MV-358676 \$257.45	PRORATION
ROYCE HEATHER A	22-MV-411349 \$364.63	PRORATION
TOYOTA LEASE TRUST	22-MV-412864 \$442.99	PRORATION

TOYOTA LEASE TRUST	22-MV-368592 \$794.00	PRORATION
TOYOTA LEASE TRUST	22-MV-367826 \$117.36	PRORATION
	22-MV-367904 \$612.11	PRORATION
USB LEASING LT	22-MV-376522 \$263.63	PRORATION
USB LEASING LT	22-MV-SEE ATTACHMENT \$1,633.77	ASSMT CORRECTION
VAULT TRUST	22-MV-376314 \$539.75	PRORATION
VAULT TRUST	22-MV-370819 \$768.32	PRORATION
	22-MV-370936 \$249.10	PRORATION
VAULT TRUST	22-MV-370958 \$440.92	PRORATION
VILLATORO DOMINGUEZ JOSE O	22-MV-413644 \$42.44 + \$.54 INT	PRORATION
VW CREDIT LEASING	22-MV-372751 \$627.80	PRORATION
	22-MV-372814 \$279.11	PRORATION

REAL ESTATE

HERNANDEZ YOHALYS

9 HAMILTON AVE UNIT 2

2-48-52-2	21-RE-100607 \$382.00	SEWER ABATEMENT PER WPCA
2-48-52-2	22-RE-112148 \$396.00	SEWER ABATEMENT PER WPCA

MARK LOWENSTEIN LLC

19 CONCORD STREET

2-82-8A-0	22-RE-116722 \$2,665.00	ADJUSTMENT PER WPCA
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PENTECOSTAL CHURCH

8 WOODWARD AVE

2-82-8-0	20-RE-121014 \$2,000.00	REMOVE SEWER FEE PER WPCA
2-82-8-0	21-RE-121025 \$2,080.01	REMOVE SEWER FEE PER WPCA
2-82-8-0	22-RE-129424 \$2,153.00	REMOVE SEWER FEE PER WPCA

SPECIAL REQUEST

LAMPERT, TOOHEY & RUCCI LLC

300 WILSON AVE SONO ICE HOUSE

140629

20-PP-202824 \$41,951.69

COURT STIP SETTLEMENT

Inquiry Report Bill# Unique_id Dist	NORWALK TAX COLLECTOR Name Address City/State/Zip	Interest Date : 05/30/2024 Prop Loc/Veh. Info./Plan-Sew MBL/LINK # Flags	Page : 1		TOT Inst TOT Adj TOT Paid	Tax Due Int Due L/E/Int Due	Balance Due Now Discount
2022-03-0315878-00	DAIMLER TRUST	BE66927/4JGFF5KE1NA779467/2022/MERCE/GLS 450					
315978	14372 HERITAGE PARKWAY	Bank - M023/DWV CIVLS: 104389-6793489-N			1,913.14	-270.48	-270.48
N M023	FORT WORTH TX 76177				1,913.14	0.00	0.00
2022-03-0315934-00	DAIMLER TRUST	AY04156/W1XSG6D80NR104547/2022/MERCE/S 500 4M					
315934	14372 HERITAGE PARKWAY	Bank - M023/DWV CIVLS: 104389-6624113-N			2,549.69	-88.57	-88.57
N M023	FORT WORTH TX 76177				2,549.69	0.00	0.00
2022-03-0315937-00	DAIMLER TRUST	SH14765/4JGFF5KE3NR738631/2022/MERCE/GLS 450					
315937	14372 HERITAGE PARKWAY	Bank - M023/DWV CIVLS: 104389-6699337-N			2,122.79	-487.02	-487.02
N M023	FORT WORTH TX 76177				2,122.79	0.00	0.00
2022-03-0315984-00	DAIMLER TRUST	BJ05169/W1XRF4H8NR059631/2022/MERCE/C 300 4M					
315934	14372 HERITAGE PARKWAY	Bank - M023/DWV CIVLS: 104389-6811392-N			1,126.82	-179.51	-179.51
N M023	FORT WORTH TX 76177				1,126.82	0.00	0.00
2022-03-0316036-00	DAIMLER TRUST	SH24795/W1XSG4H8NR298578/2022/MERCE/CLA 250					
316036	14372 HERITAGE PARKWAY	Bank - M023/DWV CIVLS: 104389-6728957-N			902.13	-44.79	-44.79
N M023	FORT WORTH TX 76177				902.13	0.00	0.00
2022-03-0316045-00	DAIMLER TRUST	EG08972/W1XWK3EH5NG111094/2022/MERCE/C 300 4M					
316045	14372 HERITAGE PARKWAY	Bank - M023/DWV CIVLS: 104389-6665401-N			1,224.16	-214.18	-214.18
N M023	FORT WORTH TX 76177				1,224.16	0.00	0.00
# Of Acct (s) : 6					9,838.73	-1,284.55	-1,284.55
					-1,284.55	0.00	-1,284.55
					9,838.73	0.00	0.00

Inquiry Report			NORWALK TAX COLLECTOR			Interest Date : 06/04/2024			Page : 1		
Bill#	Unique_id	Dist	Name	Address	City/State/Zip	Prop Loc/Veh.Info./Plan-Sew	MBL/LINK #	Flags	TOT Inst	Tax Due	Balance
									TOT Adj	Int Due	Due Now
									TOT Paid	L/F/Bint Due	Discount
2022-03-0332901-00	332901	M057	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA GA 30339	/KMH35LE0KU118488/2019/HYUND/ELANTRA			426.02	-390.65	-390.65
						Bank - M057			-390.65	0.00	-390.65
									426.02	0.00	0.00
2022-03-0333016-00	333016	M057	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA GA 30339	/KM8R3DHE6NU358656/2022/HYUND/PALISADE			929.85	-697.39	-697.39
						Bank - M057			-697.39	0.00	-697.39
									929.85	0.00	0.00
2022-03-0333216-00	333216	M057	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA GA 30339	/3KPF24AD7LE178898/2020/KIA/FORTE FE			455.33	-303.70	-303.70
						Bank - M057			-303.70	0.00	-303.70
									455.33	0.00	0.00
2022-03-0333221-00	333221	M057	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA GA 30339	/KM6J2CA49JU766395/2018/HYUND/TUCSON S			426.02	-426.02	-426.02
						Bank - M057			-426.02	0.00	-426.02
									426.02	0.00	0.00
2022-03-0333275-00	333275	M057	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA GA 30339	/KNDPMCAC8L7783979/2020/KIA/SPORTAGE			555.57	-323.90	-323.90
						Bank - M057			-323.90	0.00	-323.90
									555.57	0.00	0.00
2022-03-0333277-00	333277	M057	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA GA 30339	/3KPF24AD5LE206827/2020/KIA/FORTE FE			455.33	-341.51	-341.51
						Bank - M057			-341.51	0.00	-341.51
									455.33	0.00	0.00
# Of Acct (s) : 6									3,248.12	-2,483.17	-2,483.17
									-2,483.17	0.00	-2,483.17
									3,248.12	0.00	0.00

Inquiry Report
Bill#
Unique_id
Disc

NORWALK TAX COLLECTOR
Name
Address
City/State/Zip

Interest Date : 05/29/2024
Prop Loc/Veh. Info./Plan-Sew
MEL/LINK #
Flags

Page : 1
TOT Inst
TOT Adj
TOT Paid

Balance
Due Now
Due Discount

2022-03-0369842-00	USB LEASING LT	BH77605/1C4JUXR60PW515265/2023/JEEP/WRANGLER	1,463.60	-182.61	-182.61	0.00
369842	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6805808-N	-182.61	0.00	-182.61	0.00
M M101	OSHKOSH WI 54902		1,463.60	0.00		
2022-03-0369858-00	USB LEASING LT	BG19833/1C4JUXP62NW222600/2022/JEEP/WRANGLER	1,243.63	-123.36	-123.36	0.00
369858	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6668147-N	-123.36	0.00	-123.36	0.00
M M101	OSHKOSH WI 54902		1,243.63	0.00		
2022-03-0369870-00	USB LEASING LT	BF48263/1C4HJXEN5NW103836/2022/JEEP/WRANGLER	1,062.63	-199.80	-199.80	0.00
369870	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6550052-N	-199.80	0.00	-199.80	0.00
M M101	OSHKOSH WI 54902		1,062.63	0.00		
2022-03-0369873-00	USB LEASING LT	BG79047/1C4HJXEN8NW258848/2022/JEEP/WRANGLER	1,008.76	-145.93	-145.93	0.00
369873	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6699830-N	-145.93	0.00	-145.93	0.00
M M101	OSHKOSH WI 54902		1,008.76	0.00		
2022-03-0369897-00	USB LEASING LT	BG19837/1C4JUXP68NW214839/2022/JEEP/WRANGLER	1,226.66	-91.70	-91.70	0.00
369897	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6672333-N	-91.70	0.00	-91.70	0.00
M M101	OSHKOSH WI 54902		1,226.66	0.00		
2022-03-0369922-00	USB LEASING LT	BG01714/1C4HJDXGXNW169138/2022/JEEP/WRANGLER	1,051.87	-274.96	-274.96	0.00
369922	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6599970-N	-274.96	0.00	-274.96	0.00
M M101	OSHKOSH WI 54902		1,051.87	0.00		
2022-03-0369923-00	USB LEASING LT	BG96579/1C4HJDXN3NW244308/2022/JEEP/WRANGLER	845.12	-68.21	-68.21	0.00
369923	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6740004-N	-68.21	0.00	-68.21	0.00
M M101	OSHKOSH WI 54902		845.12	0.00		
2022-03-0369924-00	USB LEASING LT	BH19956/1C4JUXP66PW505794/2023/JEEP/WRANGLER	1,302.40	-124.61	-124.61	0.00
369924	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6803502-N	-124.61	0.00	-124.61	0.00
M M101	OSHKOSH WI 54902		1,302.40	0.00		
2022-03-0369930-00	USB LEASING LT	BH19946/1C4JUXP67NW278726/2022/JEEP/WRANGLER	1,213.77	-78.81	-78.81	0.00
369930	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6759779-N	-78.81	0.00	-78.81	0.00
M M101	OSHKOSH WI 54902		1,213.77	0.00		
2022-03-0369935-00	USB LEASING LT	BG19842/1C4HJXEN4NW150002/2022/JEEP/WRANGLER	1,008.76	-145.93	-145.93	0.00
369935	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6673680-N	-145.93	0.00	-145.93	0.00
M M101	OSHKOSH WI 54902		1,008.76	0.00		
2022-03-0369956-00	USB LEASING LT	BG19840/1C4JUXP6XNW215166/2022/JEEP/WRANGLER	1,218.77	-98.50	-98.50	0.00
369956	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6672491-N	-98.50	0.00	-98.50	0.00
M M101	OSHKOSH WI 54902		1,218.77	0.00		
2022-03-0369997-00	USB LEASING LT	BF48236/1C4HJXEN8NW120954/2022/JEEP/WRANGLER	962.18	-99.35	-99.35	0.00
369997	1850 OSBORN AVE	Bank - M101/DMV CIVLS: 115150-6535783-N	-99.35	0.00	-99.35	0.00
M M101	OSHKOSH WI 54902		962.18	0.00		

Of Acct (s) : 12

13,608.15

-1,633.77

-1,633.77



2020020202824

GENERAL DATA PERSONAL PROPERTY NORWALK TAX COLLECTOR

AS OF 06/04/2024

BILL NO: 2020-02-0202824 ORIGINAL OWNER: SONG ICE HOUSE
UNIQUE ID: 140629 C/O:
LINK# 2020LK0301777 ADDRESS: 300 WILSON AVE
FILE# ADDRESS2:
BANK: CITY ST ZIP: NORWALK CT 06854
ESCROW: COUNTRY:
PROP LOC.: 300 WILSON AVE
EXR PROP LOC:
DISTRICT: 4 - D.B.A.:

PLAN CODE: 4 DESCRIPTION:
PROP ASSESSED: 2,975,819
EXEMPTIONS:
COC CHANGE: -2,350,819
NET VALUE: 625,000
MILL RATE: 24.0540

*** BILLED ***		TOWN		DISTRICT		TOTALS	
INST1	28,492.72	28,492.72	0.00	0.00	0.00	28,492.72	0.00
INST2	28,492.72	28,492.72	0.00	0.00	0.00	28,492.72	0.00
INST3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INST4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ADJS	-41,951.69	-41,951.69	0.00	0.00	0.00	-41,951.69	0.00
TOT TAX	15,033.75	15,033.75	0.00	0.00	0.00	15,033.75	0.00
TOTAL PAID:	56,985.44	56,985.44	0.00	0.00	0.00	56,985.44	0.00

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	11	05/17/2024	21	2214183P	99/9999/1	T	-41,951.69	0.00	0.00	0.00
Pmt	8	02/01/2022		50/55392/3441292	T	28,492.72	0.00	0.00	0.00	28,492.72
Pmt	2	08/02/2021		50/53272/3349440	T	28,492.72	0.00	0.00	0.00	28,492.72
TOTAL PAYMENTS						56,985.44	0.00	0.00	0.00	56,985.44

TOTAL BALANCE DUE AS OF 06/04/2024

TOWN		SEWER		TOTAL	
INT DUE	0.00	0.00	0.00	0.00	0.00
LIEN DUE	0.00	0.00	0.00	0.00	0.00
FEES DUE	0.00	0.00	0.00	0.00	0.00
TAX DUE NOW	-41,951.69			-41,951.69	
TOT DUE NOW	-41,951.69			-41,951.69	
BALANCE DUE	-41,951.69			-41,951.69	

*** FLAGS ***

Circuit Breaker Amount 0 Benefit Year 0
Invalid Address Flag No
Last Adjustment Reason REDUCED ASSMT TO 3.0M LESS 150k GOODFAIT



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: June 5, 2024
Re: Tax Collector's Narrative: May 2024 End of Month report

As of the end of May 2024, having concluded eleven months of the fiscal year, we collected nearly \$373 million against what is now our \$379 million adjusted levy. The cumulative net adjusted levy remains 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. As of the end of May 2024, our current collection rate was **98.37%**. We also collected **99.01%** of our sewer use levy, more than \$18 million, and **86.63%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA.

Compared with the prior fiscal year, we ended May 2024 at exactly the same rate as last year for collection of taxes (0% difference); slightly ahead for sewer use (.32%), and the IPP fee (.05%). We continue to see the effects of transferred payments from prior years taxes to current taxes, in accordance with court stipulated judgments in property tax appeal cases, as noted above. I have addressed this issue in greater detail in prior narratives. Please note that the figures we report are net of refunds and credits.

With regard to prior years' collections, we have collected (net) in excess of \$4 million in past due taxes and interest in this current fiscal year. Our year-to-date collections of back taxes and interest through the end of May 2024 are \$2.2 million more than what we collected during the same time period of the prior fiscal year. This variance is primarily a result of the tax sale endeavor.

Our third-party collection agency continues to bill on our behalf for suspended motor vehicle accounts. We began working with this agency in late 2022. Through the end of April 2024, in conjunction with their efforts, we collected more than \$954,978 in past due motor vehicle taxes and interest due directly to the City, as well as more than \$143,564 in fees due to the agency. The 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. This has been a successful endeavor, and we will continue to work with the agency going forward.

We continue working on the tax sale, scheduled for Monday, September 9, 2024. Our targeted collection for this sale was approximately (originally) \$4.5 million. We started work on the sale in November 2023, and mailed preliminary letters to owners of about 100 properties. We subsequently added more properties and sent two other sets of letters in early 2024, bringing the total number of properties to approximately 230.

As of this writing, **we have already collected in excess of \$3.5 million, up from \$2.9 million** reported as of the end of April 2024, on sale properties. There are approximately 130 properties remaining in the sale, with approximately \$3.3 million still to be collected, including more than \$410,000 in blight fees. We issued our tax sale demands the third week of May. We expect to file the notices of sale on the land records and to post the properties online by the end of the month, officially commencing the tax sale process.

The 2024 tax sale will be our 10th sale since 2003. We have collected a cumulative total of more than \$44 million on properties directly included in tax sales; this figure does not include ancillary collections on properties not included in the sales that were nonetheless brought current due to publicity surrounding the sale initiatives.

Usually, 90 – 95% of the properties originally slated for sale are removed from the sale when the back taxes are paid. More effective tax collections and higher current and back collection rates allow the rate makers (Board of Estimate and Taxation) to set lower mill rates, as they will require a smaller allowance for uncollectible taxes. Conversely, lower tax collection rates require higher mill rates to be set, because 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.

Our fiscal year ends on June 30, and the new fiscal year begins on July 1, 2024. With regard to the billing of our 2023 grand list, we did not get our billing files to our printer by the last week of May, as we had hoped. This year, our endeavor was complicated by two primary drivers of delay: first, the motor vehicle credits from the June 2023 tax billing of the 2021 grand list that were carried over to this billing; and, the phase in of the 2023 grand list valuations for real estate. There is also compilation of sewer and IPP data, property transfers, property tax relief applications for approximately 1,300+ households that receive city or state property tax relief, and other variables. Further, we are dependent on our software vendor to process the data and provide it to our third-party printing and mailing vendor.

This is our third major billing using our QDS software, following the June 2023 and January 2024 tax billings, and while we are more familiar with the process this year, there are still issues. As of this writing, our motor vehicle bills are at the printer, and we expect to have the motor vehicle bills online and available to be downloaded and paid by the week of June 10. We anticipate sending the real estate and business personal property files to the printer within the next few days.

We will post updates on our website when we know exactly when taxpayers can expect to receive their bills in the mail. The last day on which to pay these bills will be August 1, 2024. I will continue to keep all stakeholders advised of our progress, and am available to respond to any questions, issues or concerns.

TAX COLLECTOR'S REPORT
MAY 2024

FISCAL YEAR 2023-2024 (2022 GRAND LIST)		ADJ. TAX COLLECTIONS JUN 23 - MAY 24		CORRECTED LEVY*		CHANGE IN LEVY		COLLECTION %	
AUTOMOBILE-REGULAR	ORIGINAL LEVY	JUN 23 - MAY 24	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %			
AUTOMOBILE-SUPPLEMENTAL	\$30,725,059.50	\$26,982,920.14	87.82%	\$29,433,482.81	(\$1,291,576.69)	91.67%			
PERSONAL PROPERTY	\$4,210,689.03	\$3,581,920.39	85.07%	\$4,199,400.25	(\$11,288.78)	85.30%			
REAL ESTATE	\$22,422,652.30	\$21,471,239.04	95.76%	\$22,223,516.15	(\$199,136.15)	96.61%			
TOTAL TAX	\$325,927,765.40	\$320,893,787.66	98.46%	\$323,266,714.32	(\$2,661,051.08)	99.27%			
SEWER USE	\$383,286,166.23	\$372,929,867.23	97.30%	\$379,123,113.53	(\$4,163,052.70)	98.37%			
SEWER USE	\$18,240,059.00	\$18,237,561.16	99.99%	\$18,419,672.00	\$179,613.00	99.01%			
IPP FEE	\$199,250.00	\$172,179.89	86.41%	\$198,749.84	(\$500.16)	86.63%			
FISCAL YEAR 2022-2023 (2021 GRAND LIST)		JUN 22 - MAY 23							
AUTOMOBILE-REGULAR	ORIGINAL LEVY	JUN 22 - MAY 23	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %			
AUTOMOBILE-SUPPLEMENTAL	\$27,605,498.25	\$25,138,746.03	91.06%	\$27,145,624.14	(\$459,874.11)	92.61%			
PERSONAL PROPERTY	\$4,572,442.02	\$3,328,708.23	72.80%	\$4,406,332.53	(\$166,109.49)	75.54%			
REAL ESTATE	\$26,217,238.98	\$21,178,379.50	80.78%	\$21,782,348.34	(\$4,434,890.64)	97.23%			
TOTAL TAX	\$315,360,461.09	\$309,585,466.05	98.17%	\$311,846,310.54	(\$3,514,150.55)	99.28%			
SEWER USE	\$373,755,640.34	\$359,231,299.81	96.11%	\$365,180,615.55	(\$8,575,024.79)	98.37%			
SEWER USE	\$17,981,973.00	\$17,378,175.94	96.64%	\$17,608,319.48	(\$373,653.52)	98.69%			
IPP FEE	\$190,750.00	\$167,092.66	87.60%	\$193,000.00	\$2,250.00	86.58%			
TAX DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)		\$9,530,525.89	1.18%	\$13,942,497.98	\$4,411,972.09	0.00%			
SEWER DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)		\$258,086.00	3.34%	\$811,352.52	\$553,266.52	0.32%			
IPP DIFFERENCE 2022 G.L. vs. 2021 G.L. INCREASE/(DECREASE)		\$8,500.00	-1.18%	\$5,749.84	(\$2,750.16)	0.05%			
BACK TAXES COLLECTED		FISCAL YR 2023-2024 (JUL 23 - MAY 24)	FISCAL YR 2022-2023 (JUL 22 - MAY 23)	CUR YR vs. PRIOR YR INC/DEC					
PRIOR TAXES	\$1,283,441.90	(\$560,823.81)	\$1,844,266.71						
PRIOR SEWER USE FEE	\$169,840.10	\$127,220.87	\$42,619.23						
PRIOR IPP FEE	\$11,086.59	\$4,450.82	\$6,635.77						
TOTAL PRIOR TAX, SEWER & IPP	\$1,464,368.59	(\$429,152.12)	\$1,893,520.71						
CURRENT INTEREST	\$1,098,031.37	\$941,020.45	\$167,010.92						
PRIOR INTEREST	\$1,211,575.65	\$1,013,073.68	\$198,501.97						
SEWER USE FEE INTEREST	\$76,270.89	\$77,614.46	(\$1,343.57)						
IPP FEE INTEREST	\$6,060.64	\$4,209.93	\$1,850.71						
TOTAL INTEREST COLLECTED	\$2,391,938.55	\$2,035,918.52	\$356,020.03						
PRIOR LIEN FEE	\$11,086.90	\$9,488.87	\$1,598.03						
CURRENT LIEN FEE	\$5,151.58	\$912.00	\$4,239.58						
TOTAL LIEN FEE COLLECTED	\$16,238.48	\$10,400.87	\$5,837.61						
MISC FEES COLLECTED**	\$132,144.13	\$129,498.22	\$2,645.91						
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES		\$4,004,689.75	\$1,746,665.49	\$2,258,024.26					

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

Norwalk Parking Authority
BUDGET (SUMMARY)
FY 2025

	Actual FY 2023	Budget FY 2024	Budget FY 2025	Variance \$ to budget FY 2024	Variance % to Budget FY 2024
REVENUE:					
Monthly	2,270,766	2,355,698	2,445,246	89,548	3.80%
Transient	2,490,530	2,428,471	2,553,030	124,559	5.13%
Meters	678,995	676,027	681,260	5,232	0.77%
Violations	1,359,590	1,384,396	1,414,045	29,649	2.14%
Sales Tax/Refunds	(324,924)	(326,020)	(339,117)	(13,096)	4.02%
TOTAL PARKING REVENUE	6,474,958	6,518,572	6,754,464	235,892	3.62%
Other Revenue	98,083	97,376	138,020	40,644	41.74%
TOTAL SYSTEM REVENUE	6,573,041	6,615,948	6,892,484	276,536	4.18%
EXPENSES:					
Payroll/Benefits	1,652,234	1,810,900	1,828,170	17,270	0.95%
All Other Oper Exp	2,820,469	2,628,300	2,714,080	85,780	3.26%
City Support Charges	711,303	760,524	853,506	92,982	12.23%
Debt Service	1,286,162	1,255,121	1,278,156	23,036	1.84%
Total Expenses	6,470,168	6,454,844	6,673,913	219,068	3.39%
Fund Balance	102,873	161,104	218,572	57,468	35.67%

Norwalk Parking Authority
BUDGET (Detail)
FY 2025

ITEM #10

	Actual FY 2023	Budget FY 2024	Budget FY 2025	Variance \$ to Budget FY 2024	Variance % to Budget FY 2024
PARKING REVENUE					
Monthly	2,270,766	2,355,698	2,445,246	89,548	3.80%
Transient	2,490,530	2,428,471	2,553,030	124,559	5.13%
Meters	678,995	676,027	681,260	5,232	0.77%
Violations	1,359,590	1,384,396	1,414,045	29,649	2.14%
Less: Refunds	(34)	0	0	0	0
Less Sales Tax	(324,890)	(326,020)	(339,117)	(13,096)	4.02%
TOTAL PARKING REVENUE	6,474,958	6,518,572	6,754,464	235,892	3.62%
OTHER REVENUE					
Advertising	24,100	18,000	21,600	3,600	20.00%
Lease Income - SNRR	54,493	36,960	37,968	1,008	2.73%
Lease Income - YDG	5,016	5,016	17,356	12,340	246.01%
SNRR/ENRR Concessions	8,640	32,400	56,096	23,696	73.14%
Investment Income	2,578	1,000	1,000	0	0.00%
ATM Machines	3,256	4,000	4,000	0	0.00%
TOTAL OTHER REVENUE	98,083	97,376	138,020	40,644	41.74%
TOTAL SYSTEM REVENUE	6,573,041	6,615,948	6,892,484	276,536	4.18%
EXPENSES					
Personnel/Benefits (FTE)	1,652,234	1,810,900	1,828,170	17,270	0.95%
Security Service Contracts	82,864	129,831	129,867	35	0.03%
Equipment Expense	0	30,000	30,000	0	0.00%
Vehicle Expense	73,499	70,000	70,000	0	0.00%
Building & Property R&M	1,086,334	554,150	603,510	49,360	8.91%
Sanitation Expense	24,475	29,520	30,000	480	1.63%
Operating Expense	124,625	125,000	150,000	25,000	20.00%
Elevator Repair & Maintenance	(372)	0	0	0	0
Snow Removal	25,178	177,500	177,500	0	0.00%
Signage	53,344	50,000	50,000	0	0.00%
Tickets	4,036	15,000	7,500	(7,500)	-50.00%
Liability Insurance	157,371	164,624	171,368	6,744	4.10%
Maritime Garage Condo Fees.	21,353	23,574	23,574	0	0.00%
Uniforms	7,869	40,000	40,000	0	0.00%
Utilities	89,771	79,314	80,898	1,585	2.00%
Management Fees	100,000	100,000	100,000	0	0.00%
Office Expense	11,005	16,000	16,000	0	0.00%
Service Contracts	210,382	201,373	201,574	201	0.10%
Telephone/Data Communications	86,471	90,000	80,000	(10,000)	-11.11%
Credit Card Fees	307,080	297,414	342,289	44,875	15.09%
Permit/Violation Management	119,983	150,000	125,000	(25,000)	-16.67%
Marketing & Communications	20,720	50,000	50,000	0	0.00%
Capital Reserve & Replacement	112,500	135,000	135,000	0	0.00%
Parking Programs	101,982	100,000	100,000	0	0.00%
TOTAL OPERATING EXPENSES	4,472,702	4,439,200	4,542,250	103,050	2.32%
CITY ADMINISTERED EXPENSES					
Personnel/Benefits (city alloc.)	462,366	460,000	552,999	92,999	20.22%
Electric	184,671	235,705	235,705	0	0.00%
Business Exp.	3,200	3,200	3,184	(17)	-0.52%
Sewer (WPCA)	11,066	11,619	11,619	0	0.00%
Professional Service	45,000	45,000	45,000	0	0.00%
Legal Service	5,000	5,000	5,000	0	0.00%
TOTAL CITY ADMINISTERED	711,303	760,524	853,506	92,982	12.23%
SUB-TOTAL OPERATING EXP.	5,184,006	5,199,724	5,395,756	196,032	3.77%
Debt Service Interest	284,445	215,719	177,228	(38,490)	-17.84%
Debt Service Principal	1,001,717	1,039,402	1,100,928	61,526	5.92%
SUB-TOTAL DEBT SERVICE	1,286,162	1,255,121	1,278,156	23,036	1.84%
Capital Outlay	102,873	161,104	218,572	57,468	35.67%
TOTAL EXPENSES	6,573,041	6,615,948	6,892,484	276,536	4.18%

Norwalk Parking Authority
BUDGET NARRATIVE
FY 2025

ITEM #10

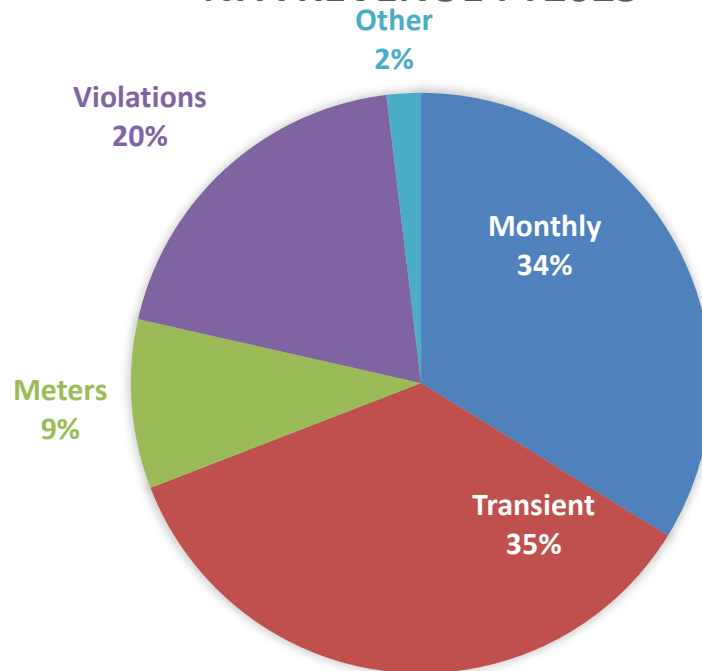
	Budget FY 2025	Variance % to Budget FY 2024	Notes
PARKING REVENUE			
Monthly	2,445,246	3.80%	Increased permit demand from SONO railroad station following current trend. Increased Monthly revenue at the Maritime garage in an anticipation of some bridge project workers parking at the garage.
Transient	2,553,030	5.13%	Increased transient revenue coming mainly from SNRR garage, ENRR lots and YDG based on current activity.
Meters	681,260	0.77%	Slight increase based on current demand.
Parking Violation Revenue	1,414,045	2.14%	Based on five months of actual ticket payment and 7 months of forecasted number of collections.
Less: Refunds	0	0	0
Less Sales Tax	-339,117	4.02%	0
TOTAL PARKING REVENUE	6,754,464	3.62%	
OTHER REVENUE			
Art Program - MG	0	0	0
Advertising	21,600	20.00%	Advertising program w/ A Lot Media (20% of Gross Ad sales) & they manage ad content for local businesses
Lease Income - SNRR	37,968	2.73%	\$1,469/ month for fashion institute lease, including 1 parking spaces, includes SNEW condo income of \$20,340 per year.
Lease Income - YDG	17,356	246.01%	Transit district new contract.
SNRR/ENRR Concessions	56,096	73.14%	Concession lease of \$21,912 from East bound station, \$19,776 from West bound station and \$14,400 from vending machine.
Investment Income	1,000	0.00%	Figure provided by City of Norwalk comptroller.
ATM Machines	4,000	0.00%	Based on current activity. ATM located in SNRR
TOTAL OTHER REVENUE	138,020	41.74%	
TOTAL SYSTEM REVENUE	6,892,484	4.18%	
EXPENSES			
Personnel/Benefits (FTE)	1,828,170	0.95%	Remains consistent.
Security Service Contracts	129,867	0.03%	Contract for existing camera system, security call boxes, alarm system.
Equipment Expense	30,000	0.00%	Place holder for possible equipment purchase.
Vehicle Expense	70,000	0.00%	Vehicle expense includes repair of vehicles. Remain Consistent.
Building & Property R&M	603,510	8.91%	Based on current trend. We are expecting major repair to Overhead gates and electrical repairs at SNRR Garage. Based on how we finish current fiscal year, we also would like to finish some projects that have been deferred due to COVID19.
Sanitation Expense	30,000	1.63%	Price remains consistent.
Operating Expense	150,000	20.00%	Based on 5 years trend and in anticipation of condition appraisals.
Elevator Repair & Maintenance	0	0	Moved under R&M
Snow Removal	177,500	0.00%	Place holder for possible snow. We have not incurred much snow expense this year but would like to keep a reasonable budget number similar to previous years with more snow accumulation.
Signage	50,000	0.00%	New On-Street sign upgrade and way finding signs.
Tickets	7,500	-50.00%	Based on current supply.
Liability Insurance	171,368	4.10%	Function of revenue
Maritime Garage Condo Fees.	23,574	0.00%	Increased 2% per condo association.
Uniforms	40,000	0.00%	Purchase of new uniforms with new logo.
Utilities	80,898	2.00%	2% increase based on current rate and usage.
Management Fees	100,000	0.00%	Contractual expense
Office Expense	16,000	0.00%	Includes printing, postage, office supplies, professional publications, memberships.
Service Contracts	201,574	0.10%	Includes communications equip., copier, PARCS PM contract, Cale, IPS fees, Amano equipment.
Telephone/Data Communications	80,000	-11.11%	Cell phones, landlines, data lines/internet. Includes customer service/security intercoms in facilities & pay stations.
Credit Card Fees	342,289	15.09%	Function of revenue. Increased credit card usage, EMV charges.
Permit/Violation Management	125,000	-16.67%	Includes LPR, permit, enforcement & collections costs; software maintenance fees; decrease based on upgrade needed for our permitting system gets completed in current fiscal year.
Marketing & Communications	50,000	0.00%	Contractual expense and increased budget for outreach, Park Norwalk branding, and various events throughout the year.
Capital Reserve & Replacement	135,000	0.00%	Reserve for Infrastructure improvements.

Norwalk Parking Authority
BUDGET NARRATIVE
FY 2025

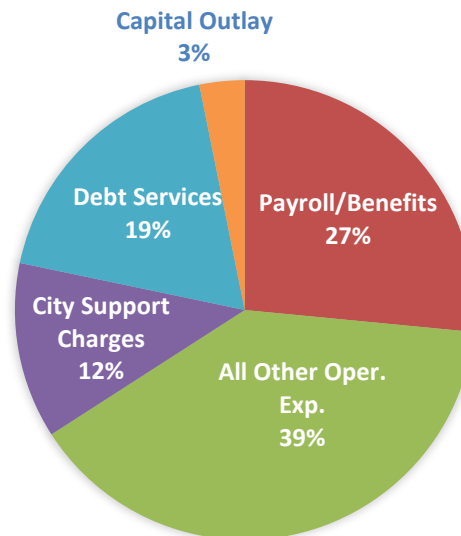
ITEM #10

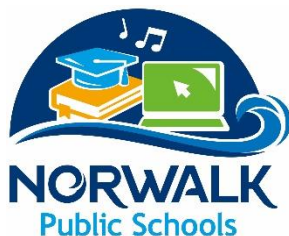
	Budget FY 2025	Variance % to Budget FY 2024	Notes
Parking Programs	100,000	0.00%	Engagement with surrounding businesses
TOTAL OPERATING EXP.	4,542,250	2.32%	
CITY ADMINISTERED EXP.			
Personnel/Benefits (city alloc.)	552,999	20.22%	City of Norwalk contractual obligations. Includes TM&P as separate line item includes assistant director position.
Contingency -unsettled negotiation	0	0.00%	
Electric	235,705	0.00%	SNEW/Eversource utility expenses ; 2.0% increase built in for any usage or change increase.
Business Exp.	3,184	-0.52%	City allocated expenses
Sewer (WPCA)	11,619	0.00%	City expense increased 5.0% per WCPA
Professional Service	45,000	0.00%	Engineering, architectural consulting services.
Legal Service	5,000	0.00%	Contract development
TOTAL CITY ADMINISTERED	853,506	12.23%	
SUB-TOTAL OPERATING EXP.	5,395,756	3.77%	
Debt Service Interest	177,228	-17.84%	Based on Debt Service schedule provided by City
Debt Service Principal	1,100,928	5.92%	Based on Debt Service schedule provided by City
SUB-TOTAL DEBT SERVICE	1,278,156	1.84%	
capital outlay	218,572	35.67%	Net Operating Surplus
TOTAL EXPENSES	6,892,484	4.18%	

NPA REVENUE FY2025



NPA EXPENSES FY2025





Norwalk Public Schools
Technology Department
P: 203-854-4039 / F: 203-806-4289
125 East Avenue, PO BOX 6001
Norwalk, CT 06852-6001

TO: Chitsamay Lam
CC: Finance & Claims Committee
FROM: David B. Hopp, Director of Technology, BOE
RE: NHS Lab
DATE: 6/3/2024

Finance Committee Members,
The BOE Technology Department is seeking approval to purchase 25 new iMac computers for the NHS art lab. This request is driven by several compelling reasons:

Replace Outdated Hardware:

- The current lab equipment is approximately 8 years old and increasingly difficult to maintain.
- Upgrading to new hardware will enable the installation of updated software and applications that demand higher specifications.
- Students need access to the latest tools and technology, to enhance their learning experience and creative capabilities.

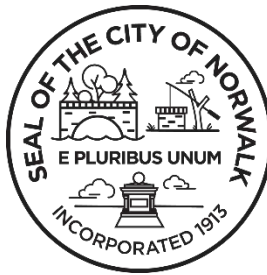
I am happy to answer any questions during the upcoming committee meeting on June 13th, 2024.

Regards,

David B. Hopp
Director of Technology

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a purchase order to APPLE Computer Inc., for the supply of 25 iMac Computers, for an amount not to exceed \$47,450.00 account 09245010-5777-C0112, and forward to the Common Council for further action.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 5/23/2024

DEPARTMENT: BOE Tech Department

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)
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: \$47,450.00 **MUNIS Account:** 09245010-5777-C0112

VENDOR: Apple

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
	Supports	
Purchasing Agent Name	Does Not Support	Department Head Name
	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Ralph Valenzisi
Date		Date 5/23/2024

JUSTIFICATION:

To replace an Art lab for a high school.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Proposal

Proposal Number

2111697183

Account Number/Name

67695

NORWALK PUBLIC SCHOOLS

Created On

05/23/2024

Created By

Yeimy Ballesteros

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2111697183.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	Z19E 24-inch iMac with Retina 4.5K display: Apple M3 chip with 8-core CPU and 10-core GPU – Silver Specifications • Processor: Apple M3 chip with 8-core CPU with 4 performance cores and 4 efficiency cores, 10-core GPU and 16-core Neural Engine • Unified Memory: 16GB unified memory • Storage: 512GB SSD storage • Mouse or Trackpad: Magic Mouse • Ethernet: Gigabit Ethernet • Thunderbolt: Two Thunderbolt / USB 4 ports • USB: Two USB 3 ports • Pro Apps Bundle for Education: None • Keyboards: Magic Keyboard with Touch ID – US English • Accessory Kit: Accessory Kit	25	1,779.00	44,475.00 USD
2	S7729LL/A 3-Year AppleCare+ for Schools – iMac	25	119.00	2,975.00 USD
Subtotal				47,450.00 USD
Estimated Tax				0.00 USD
Total				47,450.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

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Joyce Liu
Director of Information Technology
Jliu@norwalkct.gov

TO: Finance & Claim Committee

FROM: Joyce Liu, Director of Information Technology

RE: Data Storage Server Upgrade

DATE: June 20th, 2024

Dear Finance Committee Members,

I am writing to highlight the urgent need to upgrade our second data storage server in the data center.

The city currently operates two data storage servers in our data centers. In 2023, I requested capital to refresh one of the older servers, which had surpassed its 5-year lifespan. We completed the installation in our Fire Data Center, and we are very pleased with the performance of the new server.

Now, we need to replace the second data storage server located in the Police Data Center. This server, installed in 2019, has reached the end of its 5-year lifespan. The proposed new server will utilize the latest Flash storage technology, offering significantly faster response times compared to the older hard drives. This request includes the necessary hardware, server licenses, installation, and a 3-year refreshment plan.

Additionally, we need to expand the storage capacity to 44 TB for the second server to meet our growing storage demands.

I would be happy to provide further information and address any questions or concerns you may have during our upcoming finance committee meeting on June 20th, 2024. Thank you for your attention to this matter.

Joyce Liu

Joyce Liu

IT Director

ACTION REQUESTED:

Authorize the purchasing agent to issue a purchase order to Total Communication, Inc., in an amount not to exceed \$159,600.35 for data storage server replacement.

Account No. 0924 1370 5777 C0375



Norwalk: Pure SAN Active Cluster (Stage 2: PD)

Itemized Pricing: FlashArray 36 Month EverGreen Forever Support

Pure State Contract Pricing Applied: Contract #20PSX0108AG

Quote Prepared For: City of Norwalk

Quote Expires: 7/24/2024

CPE MATERIAL

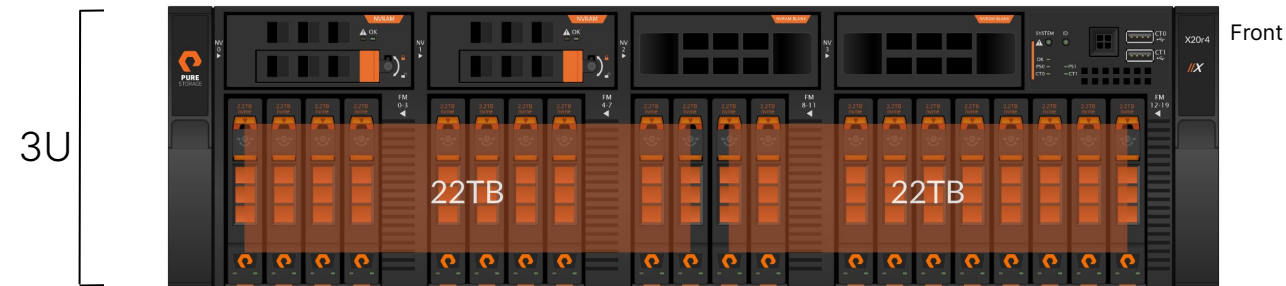
QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
FlashArray//X Async				
1	FA-X20R4-ETH-44TB-20x2.2TB	Pure Storage FlashArray X20R4-ETH-44TB-20x2.2TB	90,402.35	90,402.35
36	FA-X20R4-44TB, 1MO,ADV,FVR	FA-X20R4-44TB 1 Month Evergreen Forever Subscription,NBD Delivery,24/7 Support	1,568.00	56,448.00
1	TOTAL PURE INSTALL	Total Professional Services + Active Clustering	12,750.00	12,750.00
Material Summary				159,600.35
Total Customer Price				159,600.35

* All work to be performed during normal business hours Monday through Friday between 8:00am and 5:00pm unless otherwise specified.

* Additional taxes may apply to both upfront and monthly charges and vary by location.

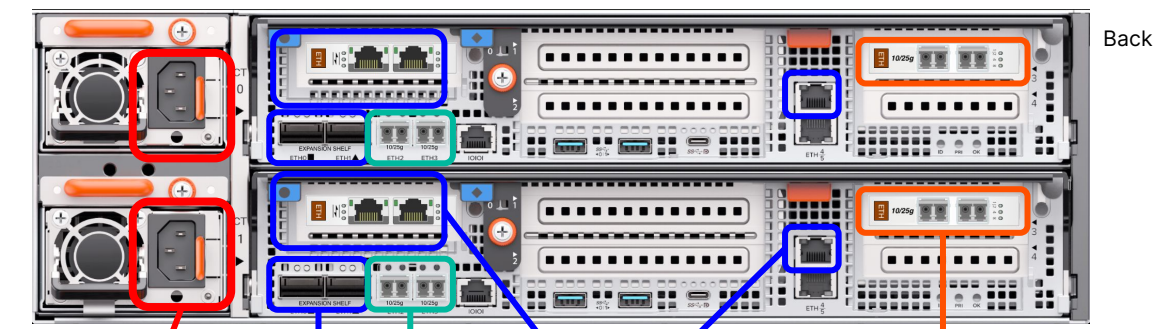
***For any questions on the above pricing, and/or to order contact directly: Joe Bittner | 860.622.4137 | joebittner@totalcomm.com**

//FA-X20R4-ETH-44TB



Model	X20R4
Min Purity Version	6.4.7
Configuration	20x2.25TB
RAW	44TB
Purity RAW	42.16 TB
Usable TB	29.51 TB
Usable TiB	26.84 TiB
Data Reduction Rate	2.68:1
Effective TB	79.08 TB
Effective TiB	71.93 TiB

Max RAW Capacity	94 TB
Protocols	FC, iSCSI NFS, SMB
Software	All Inclusive
(3)	Rack Units
(2)	208V Power Cables
(2)	1G Management Ports
(0)	16 or 32G FC Ports
(4)	10 or 25G Replication Ports
(4)	10 or 25G iSCSI Ports



208V Power Supply

1G Management Ports

10/25G Replication Ports

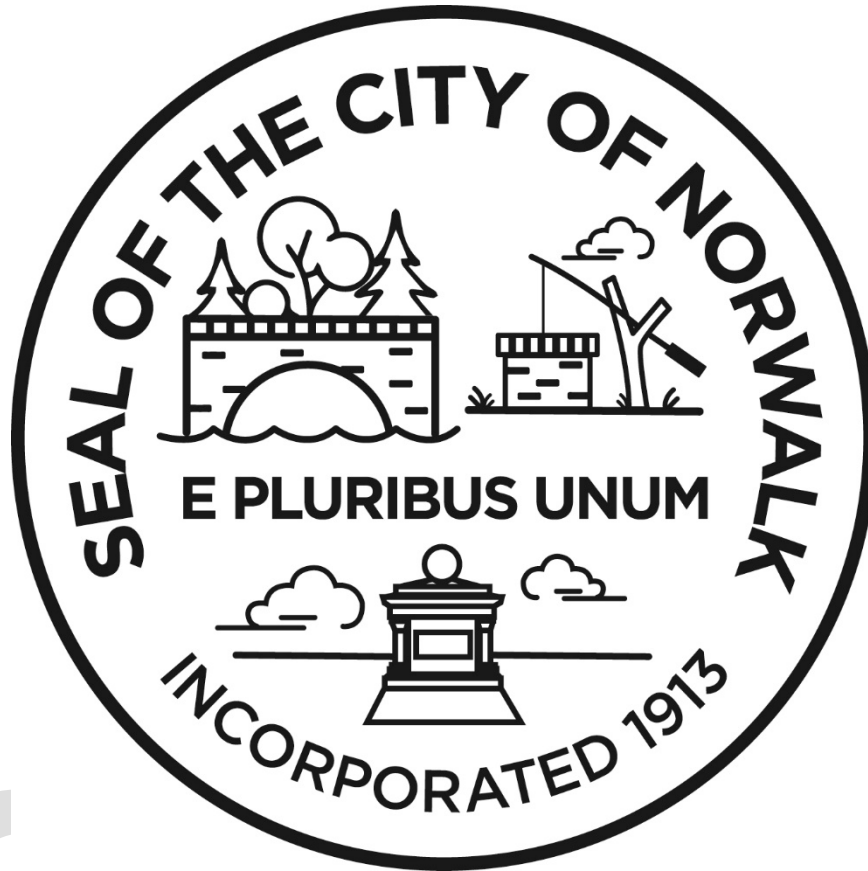
100G RoCEv2 to Shelf
(when used)

10/25G iSCSI Ports
*ships with 10Gb SFPs

Max IOPS(K) [Est] ②	% of Max Perf [Est] ②	Block Latency(μs)[Est] ②		Usable Capacity (TiB)	Capacity Fullness (%) (DRR Value)	Replication B/w(%) ②	Limit
		Read	Write				
119.86	19.19	422 - 609	332 - 398	26.84	65.54 (@2.68:1)	4.37% (0.87Gbps)	Capacity



PROCUREMENT GUIDELINES



Originally adopted by the Norwalk Common Council on 02/08/2005

Revisions adopted by the Norwalk Common Council on 07/08/2014

Revisions adopted by the Norwalk Common Council on XX/XX/XXXX

CITY OF NORWALK
Purchasing Department

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Norwalk, CT 06856-5125
(203)854-7712
Purchasing@norwalkct.gov

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PROCUREMENT STANDARDS (UGPS)**

CHAPTER 1 - GENERAL PROVISIONS OF THESE PROCUREMENT GUIDELINES

Part A - Purposes, Construction and Application

§1-101 Purposes, Rules of Construction of These Procurement Guidelines.

- (1) *Interpretation.* These Procurement Guidelines shall be construed and applied to promote its underlying purposes and policies.
- (2) *Purposes and Policies.* The purpose of these Procurement Guidelines is to provide for a systematic and uniform standard of Purchasing policies throughout the City.
- (3) *Singular-Plural and Gender Rules.* In these Procurement Guidelines, unless the context requires otherwise:
 - (a) words in the singular number include the plural, and those in the plural include the singular; and
 - (b) words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

§1-102 Supplementary General Principles of Law Applicable. Unless displaced by the particular provisions of these Procurement Guidelines, the principles of law and equity, State of Connecticut Statutes, including the Uniform Commercial Code of this State, and law relative to capacity to contract, authority, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of these Procurement Guidelines.

§1-103 Requirement of Good Faith. These Procurement Guidelines require all parties involved in the negotiation, performance, or administration of City contracts to act in good faith.

§1-104 Application of these Procurement Guidelines. These Procurement Guidelines apply only to contracts solicited or entered into after the effective date of these Procurement Guidelines unless the parties agree to its application to a contract solicited or entered into prior to the effective date.

§1-105 Severability. If any provision of these Procurement Guidelines or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of these Procurement Guidelines which can be given effect without the invalid provision or application, and to this end the provisions of these Procurement Guidelines are declared to be severable.

§1-106 Specific Repealer. Reserved

§1-107 Specific Amender. Reserved

§1-108 Construction Against Implicit Repealer. Since these Procurement Guidelines are intended to be general application, no part of it shall be deemed to be impliedly repealed by subsequent actions of the City if such construction of the subsequent actions can be reasonably avoided.

§1-109 Effective Date. These Procurement Guidelines shall become effective upon adoption by the Common Council.

Part B - Determinations

§1-201 Determinations. Written determinations required by these Procurement Guidelines shall be retained in the appropriate official contract file of the Corporation Counsel.

§1-202 Conflict Resolution. It is recognized that there is the potential for overlap in the areas of responsibility between various Departments in the Procurement Guidelines and the potential for conflict in the application of the Rules and Procedures set forth herein. In such instances, the process of resolving any such internal conflicts is as follows:

- (a) The Department Head of using Agency and the Purchasing Agent are to meet in person, define and attempt to resolve the problem(s). If this opportunity for mutual agreement fails, the Purchasing Agent and the Department Head/using Agency will;
- (b) Meet with the Chief Financial Officer to discuss and resolve the stalemated issues defined in Step (a). If the Chief Financial Officer cannot bring the two parties to a mutual agreement, they will;
- (c) Refer the matter to the Mayor for review, upon the advice of the Corporation Counsel, to resolve any conflicts or disagreements.

Part C - Definitions of Terms Used in these Procurement Guidelines

§1-301 Definitions. The words defined in these Procurement Guidelines shall have the meanings set forth in the appendix, unless:

- (a) the context in which they are used clearly requires a different meaning; or
- (b) a different definition is prescribed for a particular Chapter or provision.

Part D - Public Access

§1-401 Public Access to Procurement Information. Procurement information shall be a public record to the extent provided in Connecticut Statutes and shall be available to the public as provided in such statute. See Connecticut Statue 1-210(b) (24).

§1-402 Authorization for the Use of Electronic Transmissions. The use of electronic media, including acceptance of electronic signatures, is authorized consistent with the State of Connecticut's applicable statutory, regulatory, or other guidance for use of such media, so long as such guidance provides for:

- (a) appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and
- (b) accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

CHAPTER 2 - PROCUREMENT ORGANIZATION

Part A – Division of Purchasing

§2-101 Creation of the Division of Purchasing. The Division of Purchasing (hereafter the Purchasing Department) was created by section 8-4 (D) of the Norwalk City Charter and is headed by the Purchasing Agent.

§2-102 Appointment and Qualifications. The Mayor, subject to the confirmation of the Common Council shall appoint the Purchasing Agent. The Purchasing Agent shall have relevant, recent experience in public procurement and in the large-scale procurement of supplies, services, or construction, and shall be a person with demonstrated executive and organizational ability.

§2-103 Tenure, Removal, and Compensation.

- (1) *Tenure and Removal.* The Purchasing Agent shall be a full- time public official of the City appointed to serve a term of four (4) years and until their successor shall be appointed and qualified.
- (2) *Compensation.* The salary of the Purchasing Agent shall be fixed by the Common Council.

§2-104 Authority of the Purchasing Agent.

- (1) *Principal Procurement Officer of the City.* The Purchasing Agent shall serve as the central procurement officer of the City. The Purchasing Agent derives their authority from and City Charter, which shall include the power to review, approve and issue Purchase Orders.
- (2) *Power to Adopt Operational Procedures.* The Common Council shall have the power to establish and amend the Procurement Guidelines, consistent with generally accepted procurement practices, as it may deem necessary or appropriate to define and govern the powers, duties, responsibilities, and operations of the Purchasing Division, in accordance with City Charter.
- (3) *Duties.* Except as otherwise specifically provided in these Procurement Guidelines, the Purchasing Agent shall, in accordance with the City Charter:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the Board of Education and City;
 - (b) exercise general supervision and control over all inventories belonging to the City;
 - (c) execute any resolution duly passed by the Common Council to sell, trade, or otherwise dispose of surplus property, both real and personal, belonging to the City as set forth in §9-3 of the City Code
 - (d) establish and maintain programs for the inspection, testing, and acceptance of supplies, services, and construction; and
 - (e) ensure compliance with these Procurement Guidelines and implement procedures to review and monitor procurements conducted by any designee, department, agency, or official delegated authority under Section 2-105 (Delegation of Authority by the Purchasing Agent).

§2-105 Delegation of Authority by the Purchasing Agent. The authority conferred on the Purchasing Agent may be delegated, in writing, by the Purchasing Agent, subject to the approval of the Chief Financial Officer to designees or to any department, agency or official of the City. Such delegations of authority shall remain in effect unless modified or until revoked in writing by the Purchasing Agent, the Chief Financial Officer or by resolution of the Common Council.

§2-106 Procurement - Areas of Responsibility.

(1) *Purchasing Department.* The Purchasing Agent or their designee shall be responsible for:

- (a) reviewing the technical specifications submitted by the User Department to ensure that such specifications are suitable, complete and consistent and conform to all applicable specification requirements;
- (b) reviewing the insurance requirements with the Risk Manager;
- (c) preparing the bid package to facilitate the bidding process (except for those specific areas that are exempt, see §2-203);
- (d) approving the bid evaluation criteria that will be included in bid package;
- (e) Conducting public bid openings and ensuring bid compliance and verifying that proper bid securities are provided;
- (f) recommending the award and /or rejection of bids;
- (g) completing and processing of the Purchase Order(s) for the awarded item(s); and
- (h) insuring that all required insurance and bond requirements are secured and satisfied by the vendor when acquired by Purchase Order.

(2) *User Department(s).* The Department Head or their designee shall be responsible for:

- (a) proposing the technical specifications to be used in the bids or proposals;
- (b) providing any special procurement requirements that may need to be incorporated into the bid document, from a Grant Agreement, State Agency, etc.;
- (c) forwarding all required materials, in a timely manner, to the Purchasing Department for review and processing;
- (d) ensuring that all bid, proposal, and award recommendations, that were processed through the Purchasing Department, are reviewed, and approved by the Purchasing Agent prior to the submission of that award recommendation to any City Common Council Committee; and
- (e) coordinating the bid award recommendation through the contracting process.

(3) *Corporation Counsel.* The Corporation Counsel or their designee shall be responsible for:

- (a) supervising the preparation of all contracts, agreements and other legal papers of any nature; and
- (b) representing, advising, and providing legal counsel in the negotiation and development of agreements.

Part B - Organization of Purchasing Department

§2-201 Centralization of Purchasing. Except as otherwise provided in these Procurement Guidelines, all rights, powers, duties, and authority relating to the procurement of supplies, services, and construction, and the management, control, warehousing, sale, and disposal of supplies, services, and construction now vested in, or exercised by, any City governmental body under the several statutes relating thereto are hereby transferred to the Purchasing Agent, as provided in these Procurement Guidelines.

§2-202 Authority to Contract for Legal Services. No contract for the services of legal counsel may be awarded without the approval of the Corporation Counsel.

§2-203 Authority to Contract for Utilities. Utility Services are defined as water, electricity, gasoline, diesel, heating oil, phone, cable, and internet. If not deemed a single source and if there are multiple suppliers providing for these services, the selection process of the supplier of utility services shall follow §3-201 Methods of Source Selection. However, the Chief Financial Officer or their designee shall be authorized to execute the transaction sales pricing agreement of the qualified supplier for the term and pricing in the best interest of the City.

§2-204 Exemptions. Unless otherwise determined by, with the approval of the Common Council, the following supplies, services need not be procured through the Purchasing Department but shall nevertheless be procured by the appropriate Purchasing Agency subject to the requirements of these Procurement Guidelines: (See also Chapter 3-Source Selection and Contract Formation.)

- (a) works of art for museum and public display;
- (b) published books, maps, periodicals, and technical pamphlets;
- (c) Insurance Coverage: The placement of insurance coverage is exempt from the competitive bid and request for proposal process, except for the selection of the broker who places any insurance on behalf of the City;
- (d) Artists / Entertainment; and
- (e) Training and Education and memberships to Trade Association.

Part C – Competitive Bidding Requirements

§2-301 Bid Thresholds. In all purchases, leases or rentals of supplies, services and construction which are listed on a requisition to a single vendor, and which are anticipated to *exceed* \$25,000.00 or such amount as subsequently established by the State of Connecticut (C.G.S. Section 7-148v(a)), or such other maximum amount as set by amendment to these Procurement Guidelines, shall be made by the Methods of Source Selection outlined in section 3-202 or 3203. Requisitions shall not be split to avoid this requirement.

In all purchases, leases or rentals of supplies, services and construction which are listed on a requisition to a single vendor, and which are anticipated to *exceed* \$2,500.00 *and not greater than* \$24,999.99, shall be made by the Methods of Source Selection outlined in section 3-204 or 3-205. Requisitions shall not be split to avoid this requirement.

§2-302 Waiver of Public Bidding Requirements. All procurements, funded out of capital and operating budgets, are subject to procurement guidelines as outlined herein. Subject to the requirements of Sects. 3-206, 3-207, 3-209 and 3-210, the public bidding requirements shall be waived for Single Source Procurements (Sect. 3-

206), Emergency Procurements (Sect. 3-207), Cooperative Purchasing (Sect. 3-209) and Legal Service Procurements (Sect. 3-210).

Part D – Terms and Conditions

§2-401 Construction. The Purchasing Agent or the head of a Purchasing Agency shall establish general terms and conditions that shall be included within the construction bidding documents.

§2-402 Professional Services. The Purchasing Agent or the head of a Purchasing Agency shall establish general terms and conditions that shall be included within professional services bidding documents.

§2-403 Equipment, Supplies and Miscellaneous Services. The Purchasing Agent or the head of a Purchasing Agency shall establish general terms and conditions that shall be included within equipment, supplies and miscellaneous services bidding documents.

§2-404 State, Federal Grant Funded Purchases. Federal Grant Funded Purchases and some State Funded purchases must adhere to the Federal Uniform Guidance Procurement Standards (UGPS) of the Code of Federal Regulations (CFR) as prescribed in sections 200-318 through 200.326. The City shall use the UGPS standards when applicable, if they are more restrictive than the City's standards issued in these Procurement Guidelines. The Purchasing Agent or the head of a Purchasing Agency shall assist the User Department in the formation of unique general terms and conditions that may need to be included within bidding documents involving the use of State, Federal or other Grant funds. In the formation of such unique general terms and conditions it shall be the responsibility of the User Department in consultation with the Corporation Counsel to forward such requirements to the Purchasing Agent or the head of the Purchasing Department, so they are included within the bidding documents.

Exhibit A in the Appendix is the City's review and compliance to the response Federal Uniform Guidance Procurement Standards (UGPS) of the Code of Federal Regulations (CFR) as prescribed in sections 200-318 through 200.326.

Part E - Bonds, Insurance, Guarantees

§2-501 Bid Security.

- (1) *Requirement for Bid Security.* Bid security shall be required for all competitive sealed bidding for all contracts when the price is estimated by the Purchasing Agent to exceed \$25,000. Bid security shall be a bond provided by a surety company having a Best rating of A- or better and be Treasury listed, submitted with necessary contact information to verify authenticity of the bond and authorized to do business in this State, or a certified or cashier's check or bid bond in the amount indicated in the solicitation document must accompany Bidder's response. The Certified cashiers' checks will be returned to all unsuccessful candidates upon the awarding of the contract. Nothing herein prevents the requirement of such bonds on contracts under \$25,000 when the circumstances warrant.
- (2) *Amount of Security.* Bid security shall be in an amount equal to at least 10% of the amount of the bid.
- (3) *Rejection of Bids for Noncompliance with Bid Security Requirements.* When the Invitation for Bids requires security, noncompliance requires that the bid be rejected.
- (4) *Withdrawal of Bids.* After bids are opened, they shall be irrevocable for the period specified in the Invitation for Bids (except as provided for bids in Section 3-202 (6)). If a bidder is permitted to withdraw its bid (or proposal) before award, or is excluded from the competition before award, no action shall be had against the bidder or the bid security.

§2-502 Contract Performance and Labor & Material Bonds.

- (1) *When Required -Amounts.* When a construction, design-build, design-build-operate-maintain, or design-build-finance-operate-maintain contract is awarded in excess of \$100,000.00 (C.G.S Section 49-41 Public Building and Public Works) the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract:
 - (a) a performance bond satisfactory to the City, executed by a surety company having a Best rating or A- or better and be Treasury listed, submitted with necessary contact information to verify authenticity of the bond and authorized to do business in the State of Connecticut, or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the contract price;
 - (b) a labor & material payment bond satisfactory to the City, executed by a surety company having a Best rating of A- or better and be Treasury listed, submitted with necessary contact information to verify authenticity of the bond and authorized to do business in the State of Connecticut or otherwise secured in a manner satisfactory to the City, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the construction work provided for in the contract. The bond shall be in an amount equal to 100% of the contract price; and
 - (c) a maintenance bond guaranteeing the Work pursuant to the Contract for a period of one (1) year from the date of written acceptance by the City, executed by a surety company having a Best rating or A- or better and be Treasury listed, submitted with necessary contact information to verify authenticity of the bond and authorized to do business in the State of Connecticut, or otherwise secured in a manner satisfactory to the City, in an amount equal to 25% of the contract price; and
- (2) *Reduction of Bond Amounts.* The Corporation Counsel in its sole discretion is authorized to reduce the amount of performance bonds to 50% of the amounts established in Subsection (1) of this Section.
- (3) *Authority to Require Additional Bonds.* Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to such bonds, or in circumstances other than specified in Subsection (1) of this Section.

§2-503 Bond Forms and Copies.

- (1) *Bond Forms.* The City shall outline in the proposal the form of the bonds required by this Part.
- (2) *Certified Copies of Bonds.* Any person may request and obtain from the Purchasing Department a certified copy of a bond upon payment of the cost of reproduction of the bond and postage, if any. A certified copy of a bond shall be *prima facie* evidence of the contents, execution, and delivery of the original.

§2-504 Insurance.

The Risk Manager, in coordination with the Corporation Counsel, shall determine insurance requirements. The approved insurance requirements shall be included within the bid document. The insurance requirements shall be project specific and shall be reviewed and revised in the best interests of the City. The Purchasing Agent, in coordination with the Risk Manager and Corporation Counsel, shall determine when a bidder shall be required to provide the City with a Certificate of Insurance and policy endorsements.

When a Certificate of Insurance is required, the approval of such shall be made by the Corporation Counsel. An approved Certificate of Insurance must be on file with the City prior to the commencement of any work.

§2-505 Other Forms of Security.

The Purchasing Agent or head of a Purchasing Agency may require that certain Request for Proposals include one or more of the following forms of security to assure the timely, faithful, and uninterrupted provision of operations and maintenance services procured separately:

- (a) Operations period surety bonds that secure the performance of the contractor's operations and maintenance obligations;
- (b) Letters of credit in an amount appropriate to cover the cost to the City of preventing infrastructure service interruptions for a period up to twelve (12) months under the project delivery methods set forth in Section 5-201 (1) (b), (d) and (e); and
- (c) Appropriate written guarantees from the contractor (or depending upon the circumstances, from parent entities) to secure the recovery of re-procurement costs to the City in the event of a default in performance by the contractor.

Part F - Coordination, Training, and Education

§2-601 Collection of Data Concerning Public Procurement. The Purchasing Agent shall cooperate with the Chief Financial Officer, Office of Management & Budgets, and the Office of the Comptroller in the preparation of statistical data concerning the procurement, usage, and disposition of all supplies, services, and construction, and employ such trained personnel as may be necessary to carry out this function. All User Departments and Agencies shall furnish such reports as the Purchasing Agent may require concerning usage, needs, and stocks on hand, and the Purchasing Agent shall have authority to prescribe forms to be used by the User Department and Agencies in requisitioning, ordering, and reporting of supplies, services, and construction.

CHAPTER 3 - SOURCE SELECTION AND CONTRACT FORMATION

Part A - Methods of Source Selection

§3-201 Methods of Source Selection.

Unless otherwise authorized by law, all City Purchase Orders and Agreements shall be awarded by one of the following methods:

- (a) Section 3-202 (Competitive Sealed Bidding);
- (b) Section 3-203 (Competitive Sealed Request for Proposals or Qualifications);
- (c) Section 3-204 (Informal Competitive Quotations);
- (d) Section 3-205 (Informal Competitive Request for Proposals);
- (e) Section 3-206 (Single Source Procurement);
- (f) Section 3-207 (Emergency Procurements);
- (g) Section 3-208 (Special Committee Procurements);
- (h) Section 3-209 (Cooperative Procurements);

An IT Vendor Security Review shall be required if the system/product, software, or the vendor has access to personal identifiable information (PII) or is on/transferring information or accessing the City of Norwalk's network(s). The IT Vendor Security Review may impact the recommendation of selecting the vendor.

§3-202 Competitive Sealed Bidding.

- (1) *Conditions for Use.* All Purchases, leases or rentals of supplies, services and construction which are listed on a requisition to a single vendor, and which are anticipated to exceed the City's bid threshold, pursuant to Section 2-301 hereof, shall be made by Competitive Sealed Bidding as described herein, except as otherwise provided in Section 3-201 (Methods of Source Selection).
- (2) *Invitation for Bids.* An Invitation for Bids shall be issued requesting sealed bids from qualified potential vendors. The invitation shall include a purchase description, and all contractual terms and conditions applicable to the procurement. The failure to provide any supplier with an invitation of any bid shall not invalidate the bid process nor shall it prejudice the City in any manner.
- (3) *Public Notice.* Notice of the Invitation for Bids shall be published at least once in a daily local newspaper in the City of Norwalk. The notice shall be published not less than seven (7) working days before the final date for opening of the bids. The notice shall contain a general description of supplies, services or construction desired, the location where the bid documents may be obtained and the day, hour, and location the bids will be opened. Notice will also be published on the City's website and/or other solicitation portals.
- (4) *Bid Opening.* Bids shall be opened publicly by the Purchasing Agent or their designee, in the presence of one or more witness(es) at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. When there is only a single bidder, the bid amount shall not be made available until it has been determined to recommend to award to the single responsible bidder.
- (5) *Bid Acceptance and Bid Evaluation.* Bids shall be accepted without alteration or correction, except as authorized in these Procurement Guidelines. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts,

transportation costs, and total or life cycle costs. The Invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that are not set forth in the Invitation for Bids.

- (6) *Bidder Correction or Withdrawal of Bids; Cancellation of Awards.* Correction or withdrawal of inadvertently erroneous bids before the scheduled bid opening shall be permitted in accordance with these Procurement Guidelines. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City shall be permitted.
- (7) *Award.* The award of a Contract may not be based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests. Such contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.

In the event all bids for a construction project, of less than \$25,000.00, exceed available funds as certified by the Comptroller, and the low responsive and responsible bid does not exceed such funds by more than five (5) percent, the Purchasing Agency is authorized in situations where time or economic considerations preclude re-solicitation of work or a reduced scope, to negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive and responsible bidder, to bring the bid within the amount of available funds.

In the event all bids for a construction project, in excess of \$25,000.00 or more, exceed available funds as certified by the Comptroller, approval of the Common Council is required prior to the commencement of any negotiations regarding adjustments in price or changes in the bid requirements. There shall also be the requirement of obtaining at least two sealed competitive bids before making the award for purchases over \$25,000.00; however, with the approval of the Common Council this requirement may be waived.

- (8) *Multi-Step Sealed Bidding.* When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids or Request for Qualifications may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

§3-203 Competitive Sealed Request for Proposals or Qualifications. Any procurement of special or professional services or design-bid-build, which are in excess \$25,000.00, shall be based upon competitive sealed request for proposals. The Purchasing Department shall assist the User Department. The procurement of these services shall not be artificially divided so as to avoid this requirement under this Section.

- (1) *Selection Committee.* In the procurement of special or professional services, the Purchasing Agent shall include within the bid documents an overview of the award process. When the award process involves a Selection Committee the Mayor may designate the members of this committee. The Mayor may designate: the Purchasing Agent, City Architect/Project Manager, either the Director of Public Works or the Assistant Director or their designees, either the Superintendent of Schools or the Assistant Superintendent of Schools, the Mayor or his designee and the chairman of the Land Use Committee of the Common Council to comprise the Selection Committee for each contract over \$100,000.

The Selection Committee for contracts under this amount shall be established in accordance with procedures established by the Purchasing Department. It is recommended that the Selection Committee should have a minimum of three (3) members. The Selection Committee shall evaluate current statements of qualifications and performance data on file with the State of Connecticut together with information that may be submitted regarding the proposed contract. The Selection Committee may conduct interviews with a shortened list of proposers regarding the project and the relative utility of alternative methods of approach for furnishing the required services, and then shall select there from, in order of preference, based upon criteria established and published in the bid documents.

- (2) *Invitations Soliciting Request for Qualification or Proposals.* Requests for Proposals shall be solicited in the same manner as provided in Section 3-202(2) (Competitive Sealed Bidding, Invitation for Bids).
- (3) *Public Notice.* Adequate public notice of the Request for Proposals shall be given in the same manner as provided in Section 3-202(3) (Competitive Sealed Bidding, Public Notice).
- (4) *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.
- (5) *Evaluation Factors.* The Request for Proposals shall state the relative importance of the factors and other sub factors if any, in addition to the price, that will be considered in the award.
- (6) *Interviews with Responsible Proposers and Revisions to Request for Qualifications or Proposals.* As provided in the Request for Qualifications or Proposals, and these Procurement Guidelines, discussions may be conducted with responsible proposers for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
- (7) *Negotiation.* The Purchasing Agent, head of a Purchasing Agency, Selection Committee or designee shall negotiate a contract with the highest qualified firm for services at compensation which they determine in writing to be fair and reasonable to the City. In making this decision, they shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should they be unable to negotiate a satisfactory contract with the firm initially considered to be the most qualified, at a price they determine to be fair and reasonable to the City, negotiations with that firm shall be formally terminated. They shall then undertake negotiations with the second most qualified firm. If unable to negotiate a satisfactory contract with the second most qualified firm, they shall formally terminate negotiations. They shall then undertake negotiations with the third most qualified firm. Should they be unable to negotiate a contract at a fair and reasonable price with any of the selected firms, they shall select additional firms in order of their competence and qualifications and continue negotiations in accordance with this Section until an agreement is reached or a decision is rendered to re-advertise the RFQ or RFP.
- (8) *Award.* The award of a Contract may not be based solely on price. Rather, the City reserves its rights to accept or reject any and all proposals / bids, or any part thereof, to waive defects in the same, or accept any proposal / bid or a combination of proposals / bids deemed to be in its best interests. Award shall be made to the responsible proposer whose proposal is responsive to the solicitation and is determined in writing to be the most advantageous to the City taking into consideration price and the evaluation factors set forth in the Request for Proposals. The contract file shall contain the basis on which the award is made. Written notice of the award of a contract to the successful Proposer shall be promptly given to all proposers. In all awards of \$25,000.00 or more, there shall be the requirement of obtaining at least two proposals before making the award; however, with the approval of the Common Council this requirement may be waived.
- (9) *Debriefings.* The Purchasing Agent is authorized to provide debriefings that furnish the basis for the source selection decision and contract award. Debriefings shall as prescribed in §1-401 Public Access to Procurement Information.
- (10) *Multi-Step Sealed Bidding.* When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids or Request for Qualifications may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

§3-204 Informal Competitive Quotations. Any procurement of supplies, services, or construction, which are greater than or equal to \$2,500.00 but less than \$25,000.00, shall be based upon informal competitive quotations. The quotes must be dated and no older than ninety (90) days. The procurement of supplies, services and construction shall not be artificially divided so as to avoid this requirement under this Section.

(1) \$2,500.00 - \$4,999.99

(a) Purchase quotations, written (on company letterhead/company email), shall be solicited from at least two (2) vendors or service providers or obtained from current catalogues or price sheets. The refusal to quote from an otherwise valid supplier shall qualify as a quotation. The process shall be documented in writing by the department.

(b) A purchase of supplies, services or construction shall be counted as one (1) purchase for like items. Unlike items, grouped together on one (1) purchase requisition, shall require price quotations only for those items on the purchase requisition that are greater than or equal to \$2,500.00.00 but less than \$5,000.00. The determination of like and unlike items shall be based on the commodity codes assigned such items under the then current City Financial system.

(2) \$5,000.00 - \$24,999.99

(a) Written Purchase quotations, written (on company letterhead /company email), shall be solicited from at least three (3) vendors or service providers or obtained from current catalogues or price sheets. The refusal to quote from an otherwise valid supplier shall qualify as a quotation. The process shall be documented in writing by the department.

(b) A purchase of supplies, services or construction shall be counted as one (1) purchase for like items. Unlike items, grouped together on one (1) purchase requisition, shall require price quotations only for those items on the purchase requisition that are greater than or equal to \$5,000.00 but less \$25,000.00, The determination of like and unlike items shall be based on the commodity codes assigned such items under the then current City Financial system.

§3-205 Informal Competitive Request for Proposals. Any procurement of special or professional services or design-bid-build, which are greater than or equal to \$2,500.00 but less than \$25,000.00 shall be based upon informal competitive request for qualifications or proposals. The submissions must be dated and no older than ninety (90) days. The procurement of these services shall not be artificially divided so as to avoid this requirement under this Section.

(1) \$2,500.00 - \$4,999.99

(a) Written Request for Proposal quotations, written (on company letterhead/company email), shall be solicited from at least two (2) vendors or service providers or obtained from current catalogues or price sheets. The refusal to quote from an otherwise valid supplier shall qualify as a quotation. The process shall be documented in writing by the department.

(b) A purchase of these services shall be counted as one (1) purchase for like services. Unlike services, grouped together on one (1) purchase requisition, shall require price quotations only for those services on the purchase requisition that are greater than or equal to \$2,500.00 but less than \$5,000.00. The determination of like and unlike services shall be based on the commodity codes assigned such items under the then current City Financial system.

(2) \$5,000.00 - \$24,999.99

(a) Written Request for Proposal quotations, written (on company letterhead /company email), shall be solicited from at least three (3) vendors or service providers or obtained from current catalogues or price sheets. The refusal to quote from an otherwise valid supplier shall qualify as a quotation. The process shall be documented in writing by the department.

(b) A purchase of these services shall be counted as one (1) purchase for like services. Unlike services, grouped together on one (1) purchase requisition, shall require price quotations only for those services on the purchase requisition that are greater than or equal to \$5,000.00 but less than \$25,000.00. The determination of like and unlike services shall be based on the commodity codes assigned such items under the then current City Financial system.

§3-206 Single Source Procurement. A contract may be awarded for a lease, rental, supply, service, or construction item without competition when, the Purchasing Agent or his/her designee and the requesting Department Head determines that, in the best interests of the City, the City should procure the required supply, service, or construction item from a specific source. When such determination is made by a Department Head that there is only one source, the written justification for such determination must be submitted to the Purchasing Agent for approval. However, every such single source purchase in excess of \$200,000.00 shall be subject to the approval of the Common Council after the authorization from the Purchasing Agent or a designee.

(A) Factors considered by the Purchasing Agent. Among the factors the Purchasing Agent may take into consideration are the following:

- (1) Equipment, material, services or supplies for which there is no comparable competitive product from more than one supplier;
- (2) A component or replacement part for which there is no commercially available substitute, and which can be obtained only from the manufacturer;
- (3) An item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system;
- (4) Whether there is only one authorized service provider;
- (5) A used item that becomes immediately available and is subject to prior sale; and
- (6) Maintenance on a particular piece of equipment is required by a particular vendor in order to preserve a warranty.

(B) *Application:* The provisions of this section apply to all single source purchases unless emergency conditions exist as defined by the policy on Emergency Procurements, see section 3-207.

§3-207 Emergency Procurements. Notwithstanding any other provision of these Procurement Guidelines, the Purchasing Agent or a designee, any Department Head, the Mayor, and the Common Council may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.

- (1) *Funding.* The source and availability of funding for such emergency procurement(s) must be verified through the Comptroller's Office, where practical, prior to any procurement. If it is not possible to verify the source and availability of funds prior to the procurement, they must be identified and verified as soon as is practical after any emergency procurement.
- (2) *Source Selection Method.* The procedure(s) used shall be selected to assure that the required supplies, services or construction items are procured in adequate time, with such competition as is practicable, to meet the emergency. The emergency procurement shall be limited to those supplies, services, or construction items necessary to meet and satisfy the emergency.
- (3) *Determination & Recording.* See section §3-704.

§3-208 Special Committee Procurements. The Common Council may empower special committees to obtain for the City supplies, services or construction and the requirements for advertising and bidding shall apply to such committees. The Common Council shall further have the power to establish and amend by ordinance such rules, regulations, policies, and procedures as it may deem necessary or appropriate to define and govern the powers, duties, responsibilities, and operations of such special committee.

§3-209 Cooperative Procurements. See also Chapter 10. The Purchasing Agent, their designee, or Department Head may determine that, in the best interests of the City, the City should procure the required supply, service, or construction item from a cooperative purchase agreement. When such determination is made by a Department Head, the written justification for such determination must be submitted to the Purchasing Agent for approval. However, every such Cooperative Procurement in excess of \$100,000, shall be subject to the approval of the Common Council.

Part C - Cancellation of Invitations for Bids or Requests for Proposals

§3-301 Cancellation of Invitations for Bids or Requests for Proposals An Invitation for Bids, a Request for Proposals, or other solicitation may be cancelled at any time, or any or all bids or proposals may be rejected at any time in whole or in part as may be specified in the solicitation, when it is in the best interests of the City in accordance with these Procurement Guidelines. The reasons shall be made part of the contract file.

Part D - Qualifications and Duties

§3-401 Responsibility of Bidders and Proposers.

- (1) *Determination of Non-Responsive.* A non-responsive bid is any bid or proposal that omits a material or substantive requirement or fails in any way to meet the prescribed criteria required of all bidders or proposals. A written determination of a particular bid or proposal shall be made by the Purchasing Agent or Purchasing Agency in accordance with the above standard. The unreasonable failure of a bidder or proposer to promptly supply information in connection with a bid, proposal, or subsequent inquiry with respect to responsibility may be grounds for a determination of non-responsive with respect to such bidder or proposer.
- (2) *Right of Nondisclosure.* Confidential or trademark information furnished by a bidder or proposer pursuant to this Section may not be disclosed outside of the Purchasing Department or the Purchasing Agency; unless such information is deemed a public record pursuant to §1-401.
- (3) *Anti-Pass Through.* For all city contracts having a labor component, the contracting entity (whether prime or subcontractor) must self-perform at least thirty (30) percent of the labor (which may and should include site management) or obtain a written waiver from the Purchasing Agent.
- (4) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

§3-402 Responsible Bidder.

- A. As set forth in the Norwalk Code §19-3 Responsible bidders, it is the policy of the City of Norwalk to award to the lowest responsible bidders for any contract. Any person or organization is deemed not to be a responsible bidder if such bidder:
 - (1) Is not an equal opportunity employer.

- (2) Has been found by any court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act or State of Connecticut Department of Labor regulations concerning wage rates or local preference and relevant derivative regulations and such violation continues to exist as of the date of the contract award.
 - (3) Is in arrears to the City of Norwalk or any of its related entities upon any debt or contract or is in default of any obligation to the City of Norwalk or any of its related entities, including by way of example any payment for real or personal property taxes, sewer use charges, parking fees or penalties, permit fees or penalties, payment for services (e.g., flagging and traffic control).
- B. The payment of any such obligation or debt owed to the City of Norwalk or any related entity shall be a condition precedent to the award of any contract for the performance of work or furnishing of any services, equipment, or materials to the City. The Purchasing Agent may require, prior to an award, written certification in a form acceptable to the City, indicating that any such obligation or debt has been paid in full, including all interest owed thereon and all applicable penalties.
- C. Such payment shall not, however, preclude the City from considering the nature and amount of such debt owed (despite its having been paid) as bearing on a determination of the bidder's responsibility.
- D. Notwithstanding the above, the City may, in its discretion, determine a bidder not to be responsible despite the payment of all debts and obligations if such bidder has a history of nonpayment of debts or a repeated pattern of such at any point within the past five (5) years.
- E. Notwithstanding the above, the City may, in its discretion, determine a bidder not to be responsible if such bidder or a related legal entity has uncured violations of the Norwalk City Code, or has had such a violation(s) within the past twelve (12) months.
- F. Notwithstanding the above, the City reserves the right to reject any or all bids and/or bidders as it may consider to be in its best interests or when it is determined that the public interest would be served by doing so.
- G. Whenever any contract is not awarded to the lowest bidder, the City will provide a statement of the reasons for such rejection.
- H. Disbarment: See section **§11-104**.

§3-403 Prequalification of Bidders and Proposers. Prospective bidders and proposers may be prequalified for particular types of supplies, services, and construction. The method of submitting pre-qualification information, and the information required in order to be pre-qualified, shall be determined by the Purchasing Agent.

§3-404 Substantiation of Offered Prices. The Purchasing Agent may request factual information reasonably available to the bidder or proposer to substantiate that the price or cost offered, or some portion of it, is reasonable, if the price is not:

- (1) based on adequate price competition;
- (2) based on established catalogue or market prices; or
- (3) set by law or ordinance.

§3-405 Unauthorized Procurements. An unauthorized procurement means a procurement that does not conform to either the requirements of these Procurement Guidelines or the provisions of the Norwalk Charter or Code. Such procurements include those made by individuals acting outside of their prescribed limits of authority and those procurements made without the required fiscal appropriations in place. Any individual or vendor doing business with the City is presumed to know the extent and, specifically, the limits of the authority of the employee(s) with whom it conducts business.

The City is not obligated to accept or pay for unauthorized procurements. Section 8-2.D of the Charter provides that any officer or employee who willfully or knowingly incurs, in the name of the City, any debt or obligation that the City may be compelled (a) to pay without any appropriation having been made for the benefit of same, or (b) that willfully or knowingly incurs any such debt or obligation in excess of any appropriation that may have been made, therefor is deemed personally liable for the payment and reimbursement of such debt or obligation, and the Corporation Counsel is authorized to sue said employee to recover same, in the name and for the benefit of the City.

Questions as to whether a Department Head or staff has authority to make procurements should be referred to the Purchasing Agent or Corporation Counsel. All procurements, whether for single or multiple items, must be supported by a purchase order or other document appropriately encumbering the necessary funds which must be authorized in advance.

§3-406 Authorized Procurements. All authorized procurements shall be issued a purchase order prior to contracting the goods /services and/or after Common Council authorization and/or contract execution. These procurements shall adhere to 3-Way Matching rules. Only the following procurements shall follow 2-Way Matching and may be an exception to purchase order issuance:

- Membership Dues
- Employee Reimbursement
- Utility Bills:
 - o Cell Phones/Telephone
 - o Water
 - o Electricity
 - o Cable TV
 - o Fuels (Natural Gas, Diesel, Heating Oil, Gasoline, Propane)
- Postage
- Travel, Catering & Conference Expenses that cannot be paid on a City's Purchase Card.

§3-407 Bid Protests.

1. Form of Bid Protest. In the event that any bidder wishes to protest the potential award of a bid, or any procedure in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefor and request a conference with respect thereto. Each protest must be in writing and delivered to the Purchasing Agent, said protest must be received in the Purchasing Department within FIVE (5) business days after the publication of the bid results and shall be addressed as follows:

Bid Protest
Purchasing Agent
City of Norwalk
125 East Avenue, Room 211
Norwalk, CT 06851

The protest shall be accompanied by the following:

- (a) Bid security to cover the City's cost for determining a bid protest shall be made in the form of a certified check, bank or teller's check or money order payable to the City of Norwalk, in the following amount

applicable to the nature of the protest or the value of the contact award:

- (i) Five percent (5%) of the protester's bid; or
- (ii) In the case where the protestor did not submit a bid, five percent (5%) of the lowest responsive and responsible bid received by the City; or
- (iii) In the case of an RFP or RFQ, the following amount based on the Purchasing Agent's estimation of the value of such contact:
 - I. Greater than \$7,500 and less than \$25,000: \$1,000.
 - II. Equal to or greater than \$25,000 and less than \$100,000: \$1,500
 - III. \$100,000 or greater: \$2,500

Such fee shall be returned if the bid protest is upheld, otherwise the fee is non-refundable.

- (b) A detailed description of the nature of the protest, the issues, a statement of facts and any further supporting documentation which might prove helpful to the Purchasing Agent.
2. Notification of Bid Protest. The Purchasing department shall contact the project manager responsible for the bid and inform them of the bid protest. The Purchasing department shall gather the relevant information about the solicitation, evaluation, and award of the bid and provide it to the Purchasing Agent within ten (10) calendar days of notification of the Bid Protest.
 3. Conference. A conference with respect to said protest shall be scheduled by the Purchasing Agent and shall be attended by them and other people within the Purchasing Department. A representative from Corporation Counsel and the project manager shall be required to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all reasonable possibilities for a resolution of dispute.
 4. Decision. The Purchasing Agent shall review the information relevant to the bid and shall render a decision on the protest, with the advice of the Corporation Counsel, in a prompt manner but not later than thirty (30) days after the bid protest was received.

The decision shall contain the action taken and the reasons for such action, and shall be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest. A copy of the decision shall be distributed to the project manager and Corporation Counsel. All documentation concerning the bid protest and the decision shall be retained in the Purchasing Department in accordance with its retentions schedule.

A protestor must exhaust all administrative remedies hereunder before pursuing a protest in any court of law. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

Part E - Types of Contracts

§3-501 Types of Contracts. Subject to the limitations of this Section, any type of contract which will promote the best interests of the City may be used.

Pursuant to Charter Section §5-2. C., it is the Mayor alone who shall, on behalf of the City, execute all contracts and other papers necessary. Pursuant to the Charter Section §8-4. D., the Purchasing Agent is to procure competitive bids to insure the procurement of quality supplies, services, and construction on a timely basis for the City. Pursuant to Code Section §63-2, the Corporation Counsel is to supervise the preparation of all contracts and any other legal papers of whatever nature.

Pursuant to Charter Section §4-4, the powers of the Common Council include the power to provide for the due execution of contracts and of indebtedness issued by said City. Under Code Section §95-2 it is the duty of the Chief of Operations and Public Works to execute, cause to be executed, and supervise the execution of all orders of the Common Council for the construction, maintenance and repair of all public works not ordered to be supervised by other officers or persons.

A. Purchase Orders

- (1) Determination of use. A Purchase Orders' use is limited to ordinary routine procurements of supplies, services, or construction. A Purchase Order may be executed by the Purchasing Agent utilizing the following guidelines:
 - (A) Expenditures Up to \$100,000.00: (a) the Purchasing Agent shall be authorized to execute a Purchase Order to acquire supplies, services, or construction, including equipment up to \$100,000.00.
 - (B) Expenditures Over \$100,000.00: All other purchases, of supplies, construction acquisition and retention of trade services, professional services, and construction work in excess of \$100,000.00 must be authorized by the Common Council and shall require the execution of a formal contract signed by the Mayor. Section 3-50.C establishes the threshold for formal contracts.
 - (C) Contingency and Change Orders on Purchase Orders and Contracts: Shall be not greater than twenty-five (25) of the contracted base amount. If the contracted base amount plus the total change or contingency amount exceeds more than the \$100,000.00 threshold, subject to the interpretation of the Purchasing Agent, it may require authorization from the Common Council.
- (2) Scope. Purchase Orders are an accepted type of commercial contract for the procurement or lease or rental of supplies, services, or construction. Purchase Orders, when read together with the bid documentation, form the entire contract between the parties; there is no separate agreement form signed by the supplier and the City.

B. "Blanket" Purchase Orders

- (1) Determination of Use. The use of "blanket" purchase orders will be a negotiated process between vendors and the Department Head, with prior approval of the Purchasing Department. The Purchasing Department will make the determination as to applicable vendors and with the following conditions:
 - (A) Specific gross amount limitation will be stated based on past average payments made to the vendor.
 - (B) Only authorized individuals will be permitted to pick up supplies and parts under a blanket purchase order. Department heads will designate and authorize those individuals.
 - (C) Blanket purchase orders will state the "open period" for the current fiscal year only. The open period will not exceed the twelve (12) month fiscal period and in some cases the open period required may be less than one year. In all cases, the open purchase order will be closed out at the end of the fiscal year, as directed by the Purchasing Department and if required, reissued for the new fiscal year.

C. Formal Contracts

(1) *Trade Services, Professional Services and Construction Services*

(A) Determination of use. The acquisition and retention of trade services, professional services and construction services in projects exceeding \$25,000.00.

(B) Scope. Construction Contracts allow for (i) the inclusion of specific and protective terms and conditions in the performance of the project, and (ii) to allow for the monitoring of the contractor's compliance with these specific terms, to ensure compliance, or, where necessary, to facilitate the City's legal recourse where the contractor is in breach of the terms. In addition, with the inclusion of an indemnification/hold harmless clause and insurance clause, the City's exposure to liability for any damage or injuries that occur as a result of the performance of the contract is greatly reduced.

(2) *Performance Based Services*

(A) Determination of use. Performance Based service contracts are used in projects exceeding \$25,000.00.

(B) Scope: Performance Based Contracts allow for (i) the inclusion of specific efficiency measures and protective terms and conditions in the performance of the project, and (ii) allow for the monitoring of the bidder or proposer's compliance with these specific efficiency requirements, to ensure compliance, or, where necessary, to facilitate the City's legal recourse where the bidder or proposer is in breach of the terms. In addition, with the inclusion of an indemnification/hold harmless clause, a penalty clause and an insurance clause, the City's exposure to liability for any damage or injuries that occur as a result of the performance of the contract is greatly reduced.

(3) *No Fee Services*

(A) Determination of use. No Fee Service Contracts are used in projects when there are no fees being charged to the City of Norwalk.

(B) Scope: No Fee Service contracts allow for (i) the inclusion of specific efficiency measures and protective terms and conditions in the performance of the project, and (ii) allow for the monitoring of the bidder or proposer's compliance with these specific efficiency requirements, to ensure compliance, or, where necessary, to facilitate the City's legal recourse where the bidder or proposer is in breach of the terms. In addition, with the inclusion of an indemnification/hold harmless clause, a penalty clause and an insurance clause, the City's exposure to liability for any damage or injuries that occur as a result of the performance of the contract is greatly reduced.

§3-502 Approval of Accounting System. The Purchasing Agent or head of the Purchasing Agency may require that bidder or proposer submit appropriate documentation prior to the award of contracts in which the City agrees to reimburse costs, confirming that:

- (a) the bidder or proposer's accounting system will permit timely development of all necessary cost data in the form required by the specific contract type contemplated; and
- (b) the bidder or proposer's accounting system is adequate to allocate costs in accordance with generally accepted accounting practices.

§3-503 Multi-Year Contracts.

- (1) *Specified Period.* Unless otherwise provided by law, a contract for supplies, services or construction may be entered into for any period of time deemed to be in the best interests of the City provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.
- (2) *Use.* A multi-year contract is authorized where:
 - (a) estimated requirements cover the period of the contract and are reasonably firm and continuing; and;
 - (b) such a contract will serve the best interests of the City by encouraging effective competition or otherwise promoting economies in City procurement.
- (3) *Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods.* When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled at the City's sole discretion and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.
- (4) *Extensions.* No contract may be extended more than two times unless: (a) a written determination is made that (a) solicitation of competitive bids for such purchase would cause hardship or interruption services, (b) such solicitation would cause a major increase in cost, or (c) contractor is a single source supplier; or (d) a written determination is made that no competitive quote which complies with the existing specification for the contract is lower than or equal to the existing contractor's present quotation.

Part F - Inspection of Plant and Audit of Records

§3-601 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded or to be awarded by the City.

§3-602 Right to Audit Records.

- (1) *Audit of Cost or Pricing Data.* The City may, at reasonable times and places, audit the books and records of any person who has submitted data in substantiation of offered prices pursuant to Section 3-404 (*Substantiation of Offered Prices*) to the extent that such books and records relate to that data. Any person who receives a contract, change order, or contract modification for which such data is required, shall maintain such books and records that relate to such cost or pricing data for five (5) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.
- (2) *Contract Audit.* The City shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract, other than a firm fixed-price contract, to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.
- (3) *Retention Requirements:* Notwithstanding subsection 1 and 2, records shall be kept for the time period specified by the funding source.

Part G - Determinations and Reports

§3-701 Finality of Determinations. The determinations required by Section 3-202(6) (Competitive Sealed Bidding, Correction or Withdrawal of Bids; Cancellation of Awards), Section 3-203(8) (Competitive Sealed Proposals or Qualifications, Award), Section 3-206 (Single Source Procurement), Section 3-207 (Emergency Procurements), Section 3-208 (Special Committee Procurements), Section 3-209 (Cooperative Procurements), Section 3-401(1) (Responsibility of Bidders and Proposers, Determination of Non-responsive), Section 3-404 (Substantiation of Offered Prices), Section 3-501 (Types of Contracts), Section 3-502 (Approval of Accounting System), and Section 3-503(2) (Multi-Year Contracts, Use) are final and conclusive unless they are clearly erroneous, arbitrary, capricious, or contrary to law.

§3-702 Reporting of Anti-competitive Practices. When for any reason collusion or other anti-competitive practices are suspected by the Purchasing Agent, or any Purchasing Agency, among any bidders or proposers, a written notice of the relevant facts shall be transmitted to the Corporation Counsel.

§3-703 Retention of Procurement Records. All procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules approved by the State of Connecticut Public Records Administrator. All retained documents shall be made available to the State of Connecticut Public Records Administrator or a designee upon request and proper receipt therefor.

§3-704 Record of Procurement Actions Taken Under Section 3-206 (Single Source Procurement), Section 3-207 (Emergency Procurements), Section 3-208 (Special Committee Procurements) and Section 3-209 Cooperative Procurements.

- (1) Contents of Record. The Purchasing Agent shall maintain a record listing all contracts made under Section 3-206 (Single Source Procurement), Section 3-207 (Emergency Procurements), 3-208 (Special Committee Procurements) or 3-209 (Cooperative Procurements) for a minimum of five (5) years. The record shall contain:
 - (a) each contractor's name;
 - (b) the amount and type of each contract
 - (c) listing of the supplies, services, or construction procured under each contract; and
 - (d) justification for procurement.
- (2) Submission to Corporation Counsel. A copy of the record required by Subsection (1) shall be submitted to the Corporation Counsel on an annual basis. The records shall be available for public inspection.

CHAPTER 4 - SPECIFICATIONS

Part A - Specifications

§4-201 Specification Preparation. The Purchasing Agent or designee, together with the User Department or agency, shall set standards for the preparation, maintenance, and content of specifications for supplies, services, and construction required by the City.

The Purchasing Agent or designee, together with the User Department or agency, shall have the authority to standardize any products, supplies, services or construction or require minimum performance standards when such standardization or minimum performance standards best serves the interests of the City.

§4-202 Duties of the Purchasing Agent. The Purchasing Agent or designee, together with the User Department or agency, shall monitor the preparation, maintenance, content, and use of specifications for supplies, services, and construction required by the City.

§4-203 [Reserved]

§4-204 Relationship With User Departments. The Purchasing Agent shall obtain expert advice and assistance from the User Department in the development of specifications.

§4-205 Maximum Practicable Competition. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the City's needs.

§4-206 Specifications Prepared by Other Than City Personnel. The requirements of this Chapter regarding the preparation of specifications shall apply to all specifications including, but not limited to, those prepared by architects, engineers, and designers.

CHAPTER 5 – RESERVED

CHAPTER 6 – CONTRACT FORM, MODIFICATION AND TERMINATION OF CONTRACTS

§6-101 Contract Clauses and Their Administration.

- (1) *Standard Contract Form.* A written contract between the City and a bidder is required for any purchase that exceeds twenty-five thousand dollars (\$25,000.00); however, Corporation Counsel may require contracts below that amount. Such requirement may be satisfied with a contract form included in the solicitation documents and executed by the parties, a contract negotiated and executed by the parties after award, or by the standard terms set forth on the City's purchase order form acceptable to the Corporation Counsel, as such purchase order may be amended from time to time. Except for purchases where the contract is contained on the purchase order, any other contract shall be reviewed and approved by the Corporation Counsel. Corporation Counsel and/or the city's Risk Manager shall determine when insurance, indemnification, guarantees, bonds, or other security is required. Such contracts shall be signed by the Mayor or other designee in the manner authorized by the Common Council. Bidders may not take exception to the substantive terms of the standard contract forms provided in the solicitation.
- (2) *Contract Clauses.* Contract clauses provided are sample terms only and the City reserves the right to modify or amend such clauses based on the specific arrangement and terms of the procurement. The Purchasing Agent shall have the authority to permit, or require the inclusion of, clauses providing for adjustments in prices, time of performance, or other contract provisions as appropriate covering the following subjects:
 - (a) the unilateral right of the City to order in writing
 - (i) changes in the work within the scope of the contract; and
 - (ii) temporary stopping of the work or delaying performance.
 - (b) variations occurring between estimated quantities of work in a contract and actual quantities.
 - (c) contract requirements from the funding source.
- (3) *Price Adjustments.*
 - (a) Adjustments in price pursuant to clauses promulgated under Subsection (1) of this Section shall be computed in one or more of the following ways:
 - (i) by agreement on a fixed-price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (ii) by unit prices specified in the contract or subsequently agreed upon;
 - (iii) by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;

- (iv) in such other manner as the contracting parties may mutually agree; or
 - (v) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses, with adjustment of profit or fee, all costs are computed by the City in accordance with applicable sections of the guidelines promulgated under CHAPTER 7 (Cost Principles).
- (b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 3-404 (Substantiation of Offered Prices).
- (4) *Additional Contract Clauses.* The Purchasing Agent, the Corporation Counsel or Head of a Purchasing Agency shall have the authority to permit or require the inclusion in City contracts, of clauses providing for appropriate remedies and covering the following subjects:
 - (a) liquidated damages as appropriate;
 - (b) specified excuses for delay or nonperformance;
 - (c) termination of the contract for default; and
 - (d) termination of the contract in whole or in part for the convenience of the City or non-appropriation of funds.
- (5) *Modification of Clauses.* The Purchasing Agent, the Corporation Counsel, or the head of a Purchasing Agency may vary the clauses established under Subsection (2) and Subsection (4) of this Section for inclusion in any particular City contract; provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the Invitation for Bids or Request for Proposals.

§6-102 Fiscal Responsibility.

Every contract modification, change order, or contract price adjustment under a contract with the City in excess of the maximum amount payable under the contract terms shall be subject to prior written certification by the City Comptroller as to the effect of the contract modification, change order, or adjustment in contract price on the total project budget or the total contract budget. In the event that the certification of the City Comptroller discloses a resulting increase in the total project budget and/or the total contract budget, the Purchasing Agent or Purchasing Agency shall not execute or make such contract modification, change order, or adjustment in contract price unless sufficient funds are available, or the scope of the project or contract is adjusted so as to permit the degree of completion that is feasible within the total project budget and/or total contract budget as it existed prior to the contract modification, change order, or adjustment in contract price under consideration; provided, however, that with respect to the validity, as to the contractor, of any executed contract modification, change order, or adjustment in contract price which the contractor has reasonably relied upon, it shall be presumed that there has been compliance with the provisions of this Section. If such allowance for change orders or change order has been duly approved by the Common Council, approval of the Purchasing Agent is not required.

CHAPTER 7 - COST PRINCIPLES

§7-101 Cost Principles Guidelines Required.

The Purchasing Agent, the head of the Purchasing Agency, or Corporation Counsel shall establish guidelines setting forth cost principles which shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under any award. Such guidelines shall provide for the reimbursement of costs, provided that such determination has been approved by the Purchasing Agent, the head of the Purchasing Agency or Corporation Counsel, such cost principles may be modified by contract.

CHAPTER 8 - SUPPLY MANAGEMENT

Part A – Supply Management Procedures

§8-201 Supply Management Procedures.

The Purchasing Agent shall establish procedures governing: (a) the management of supplies during their entire life cycle; (b) the sale, lease, or disposal of surplus real and personal property by public auction, competitive sealed bidding, or other appropriate method designated by procedures, provided that no employee of the owning or disposing agency shall be entitled to purchase any such supplies as set forth in the Norwalk Code §9-3; and (c) transfer of excess supplies.

Part B - Proceeds

§8-301 Allocation of Proceeds from Sale or Disposal of Surplus Supplies.

Unless otherwise provided by law, the Purchasing Agent shall be empowered, pursuant to existing procurement guidelines, to allocate proceeds from the sale, lease, or disposal of surplus excess supplies, unless otherwise specified by the Common Council or the Board of Estimate and Taxation.

CHAPTER 9 - RESERVED

CHAPTER 10 – INTERGOVERNMENTAL RELATIONS

Part A - Definitions

§10-101 Definitions of Terms Used in this Chapter.

- (1) *Cooperative Purchasing* means procurement conducted by, or on behalf of, one or more Public Procurement Units, as defined in these Procurement Guidelines.
- (2) *External Procurement Unit* means any buying organization not located in this State which, if located in this State, would qualify as a Public Procurement Unit. Agencies of the United States and of any other State in the United States of America are External Procurement Unit.
- (3) *Local Public Procurement Unit* means any county, city, town, and any other subdivision of the State or public agency of any such subdivision, public authority, educational, health, or other institution, and to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services, and construction, and any nonprofit corporation operating a charitable hospital.
- (4) *Public Procurement Unit* means any one of the following:
 - (a) a Local Public Procurement Unit,
 - (b) an External Procurement Unit,

- (c) a State Public Procurement Unit, and
 - (d) any not-for-profit entity comprised of more than one Unit listed in subparagraphs (a), (b), or (c).
- (5) *State Public Procurement Unit* means the Department of Administrative Services of this or any other State and any other Purchasing Agency of this State or any other State.

§10-201 Cooperative Purchasing Authorized

- (1) The Purchasing Agent may either participate in, sponsor, conduct, administer or use a Cooperative Purchasing agreement for the procurement of any supplies, services, or construction with one or more Public Procurement Units in accordance with an agreement entered into between the participants. Such Cooperative Purchasing associations may include, but are not limited to, State of Connecticut, Federal Agency, or through a cooperative association of municipalities' contracts that are made available to other Public Procurement Units.
- (2) The Purchasing Agent may, at their discretion, in the best interest of the City, and for the purpose of satisfying the bid requirements set forth previously, employ such agreements secured by these other Public Procurement Units, provided that the Purchasing Agent receives verification from these Units that said agreements are still valid for the purposes of price, quality and quantity. Purchases secured by use of these agreements do not require quotes or competitive bids. All Cooperative Purchasing conducted under this CHAPTER shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in CHAPTER 3 (Source Selection and Contract Formation) of these Procurement Guidelines.

§10-202 Sale, Acquisition, or Use of Supplies by a Public Procurement Unit.

Any Public Procurement Unit may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit independent of the requirements of CHAPTER 3 (Source Selection and Contract Formation) and CHAPTER 8 (Supply Management) of these Procurement Guidelines.

§10-203 Cooperative Use of Supplies or Services.

Any Public Procurement Unit may enter into an agreement, independent of the requirements of CHAPTER 3 (Source Selection and Contract Formation) and CHAPTER 8 (Supply Management) of these Procurement Guidelines, with any other Public Procurement Unit for the cooperative use of supplies or services under the terms agreed upon between the parties.

§10-204 Joint Use of Facilities.

Any Public Procurement Unit may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another Public Procurement Unit under the terms agreed upon between the parties.

§10-205 Supply of Personnel, Information, and Technical Services.

- (1) *Supply of Personnel.* Any Public Procurement Unit is authorized, in its discretion, upon written request from another Public Procurement Unit to provide personnel to the requesting Public Procurement Unit. The Public Procurement Unit making the request shall pay the Public Procurement Unit providing the personnel the direct and indirect cost (worker's comp, overtime, union approval and similar related costs) of furnishing the personnel, in accordance with an agreement between the parties.

- (2) *Supply of Services and Information.* The informational, technical, and other services of any Public Procurement Unit may be made available to any other Public Procurement Unit. The requesting Public Procurement Unit shall pay for the expenses of the services so provided, in accordance with an agreement between the parties.

§10-206 Use of Payments Received by a Supplying Public Procurement Unit

All payments from any Public Procurement Unit received by a Public Procurement Unit supplying personnel or services shall be available to the supplying Public Procurement Unit as authorized by law.

§10-207 Public Procurement Units in Compliance with Code Requirements.

Where the Public Procurement Unit administering a Cooperative Purchase complies with the requirements of these Procurement Guidelines, any Public Procurement Unit participating in such a purchase shall be deemed to have complied with these Procurement Guidelines. Public Procurement Units may not enter into a Cooperative Purchasing agreement for the purpose of circumventing these Procurement Guidelines.

§10-208 Review of Procurement Requirements.

To the extent possible, the Purchasing Agent may collect information concerning the type, cost, quality, and quantity of commonly used supplies, services, or construction being procured or used by Public Procurement Units. The Purchasing Agent may make available all such information to any other Public Procurement Unit upon request.

CHAPTER 11 – VENDOR RELATIONS

§11-101 Objective – Regarding Connecticut General Statute (C.G.S.) section 4a-60, the City recognizes its responsibility to minorities and the population of disadvantaged and physically challenged persons. This responsibility is twofold: (a) to insure nondiscrimination in its purchasing and contracting policies; and (b) to take affirmative steps to purchase from and contract with those businesses that themselves fairly employ those disadvantaged groups. It is the stated objective of the City to give such disadvantaged groups the opportunity to compete on an even and equal basis with other vendors and contractors in the competitive marketplace.

§11-102 Applicability This policy shall apply to all purchasing and contracting functions of the City.

§11-103 Procedure --

- (a) It is the responsibility of all Purchasing personnel to identify disadvantaged enterprises and assist them in becoming familiar with City requirements for supplies, services, and construction. Such Purchasing personnel are also encouraged to develop suppliers and contractors who might not be disadvantaged enterprises, but whose work force statistics can be defined as being predominantly consisting of disadvantaged persons.
- (b) While it is the firm policy of the City to expand its business relationship with disadvantaged group suppliers and contractors, none of the provisions of this policy are to be construed as diminishing the Purchasing Department's responsibility to the City, and to the taxpayers, for providing a quality product on a timely basis, at a reasonable cost.
- (c) The contractor agrees and warrants that in the performance of this contract it 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, gender, sexual orientation, mental retardation 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, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated in a nondiscriminatory manner.
- (d) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission concerning its practices and procedures.
- (e) The contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered under these guidelines so that such provisions will be binding upon each subcontractor.
- (f) The contractor or supplier may, upon request, be required to submit a list of those persons whose ownership of the company is represented by the contractor or supplier as qualifying said company as a disadvantaged group enterprise as defined herein.

§11-104 Debarment --

No contract shall be awarded by the City to the persons, firms, corporations, partnerships, or associations noted on the Labor Commissioner's State List for having disregarded their obligations pursuant to Connecticut General Statute Sections 31-53a and 31-76c or having been barred from the Federal Government contracts pursuant to the provisions of the Davis-Bacon and Related Acts (DBRA), Connecticut General Statute Sections 4b-95, 31-57b, and 31-57d. The Labor Commissioner shall determine when a period of up to three (3) years has elapsed from the date of publication of the list containing the names of such persons or firms.

§11-105 Contract Requirements

Pursuant to C.G.S. Section 4a-60, every contract shall contain the following provisions:

- (a) 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 such contractor that such disability prevents performance of the work involved;
- (b) 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 on Human Rights and Opportunities;
- (c) 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;
- (d) The contractor agrees to comply with each provision of this section and C.G.S. sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and
- (e) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and C.G.S. sections 4a-60 and 46a-56.

CHAPTER 12 – CODE OF ETHICS

REFER TO THE NORWALK CODE - CHAPTER 32 Code of Ethics.

All employees and officers of the City of Norwalk, salaried and unsalaried, including the members of all boards, agencies and commissions elected or appointed in the City of Norwalk, shall be subject to the Code of Ethics contained in Chapter 32 of the Norwalk Code, as it may be amended from time to time.

The proper operation of democratic government requires that public officers, members of commissions, boards and/or agencies and employees be independent, impartial, and responsible to the people; that government decisions and policies be made in the proper channels of the governmental structure; that public office be not used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals there is hereby established a Code of Ethics for all officers, members of commissions, boards and/or

agencies and employees whether elected or appointed, paid or unpaid. The purpose of this code is to establish ethical standards of conduct for all such officers and employees by setting forth those acts or actions that are incompatible with the best interest of the city and by directing disclosure by such officers and employees of private financial or other interests in matters affecting the City. The provisions and purposes of this code and such rules and regulations as may be established are hereby declared to be in the best interest of the City of Norwalk.

Public officers, members of boards, commissions and agencies and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of the State of Connecticut and to carry out impartially the laws of the nation, state and municipality and thus to foster respect for all government. They are bound to observe in their official acts duties of their office regardless of personal considerations recognizing that the public interest must be their primary concern.

GIFTS AND GRATUITIES

An employee should not engage in any business or transaction that is incompatible with the proper discharge of their official duties or accept certain gifts, as set forth in by Sect. 32-8 of the Norwalk Code, from any person, firm, or corporation which has any business dealings with the City. Such action may result in the dismissal of the employee and the vendor may be barred from further business with the City.

APPENDIX

DEFINITIONS OF TERMS USED IN THIS GUIDE

Bidder means any person submitting a competitive bid to a solicitation.

Business means any corporation, limited liability corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

Change Order means a written order signed by the Purchasing Agent, directing the contractor to make changes which the Change Order clause of the contract authorizes the Purchasing Agent to order without the consent of the contractor.

Construction means the process of building, altering, repairing, improving, or demolishing any public infrastructure facility or public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility or public building.

Contract means all types of City agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Contract Modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, quality or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor means any person or entity having a contract with the City.

Data means recorded information, regardless of form or characteristic.

Design-bid-build means a project delivery method in which the Purchasing Agent sequentially awards separate contracts, the first for Professional Services to design the project; the second for a Construction Manager Services to oversee the project; and third to obtain bids for construction of the project according to the design.

Designee means a duly authorized representative of a person holding a superior position.

Design requirements means the written description of the infrastructure facility or service to be procured under this CHAPTER, including:

- (a) features, functions, characteristics, qualities, and properties that are required by the City;
- (b) the anticipated schedule, including start, duration, and completion; and
- (c) estimated budgets (as applicable to the specific procurement) for design, construction, operation and maintenance. The design requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions, and characteristics of the project.

Direct or Indirect Participation means involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Disadvantaged individual/group -- shall mean that individual or group fitting within the definition of "physically disabled" individual or group as such terms as defined herein.

Disadvantaged business / enterprise -- shall mean any contractor or supplier of materials, of which 51% or more of the capital stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise; (b) who have the power to direct the management and policies of the enterprise; and (c) who are members of a "disadvantaged group", as such terms are defined herein.

Electronic means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.

Employee means an individual drawing a salary from a governmental body, whether elected or not, and any non-compensated individual performing services for any governmental body.

Established Catalog Price means the price included in a catalog, price list, schedule, or other form that:

- (a) is regularly maintained by a manufacturer or contractor;
- (b) is either published or otherwise available for inspection by customers; and
- (c) states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

Excess Supplies means any supplies other than expendable supplies having a remaining useful life but which are no longer required by the User Department in possession of the supplies.

Expendable Supplies means all tangible supplies other than nonexpendable supplies.

Financial Interest means:

- (a) ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, any monetary remuneration or item of value which could create the perception of impropriety or undue influence.
- (b) ownership of such interest in any property or any business as may be specified by the Norwalk Code of Ethics; or
- (c) holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

Governmental Body means any department, commission, council, board, bureau, committee, agency, authority or other establishment of the City of Norwalk.

Grant means the furnishing by the City, State or Federal Government of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; a contract resulting from such an award is not a grant but a procurement contract.

Gratuity means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Highest Scoring Bidder in multiple criteria bid means the bidder that achieves the highest score in providing the City with a unique combination of attributes including, but not limited to, price, skill, ability based on multiple criteria considering quality of product, warranty, life cycle cost, past performance, and other objective criteria to be established for the award.

Immediate Family has the meaning set forth in Section 32-3 of the Norwalk Code, as amended.

Independent Peer Reviewer means any professional that provides the City with an independent professional opinion, advice or assurance concerning key elements of the project.

Invitation for Bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids.

Lowest Responsible Qualified Bidder means the bidder whose bid is the lowest of those bidders possessing the skill, ability, and integrity necessary to faithful performance of the work based on objective criteria considering past performance and financial responsibility.

May denotes the permissive.

Multiple Criteria Bid means a bid evaluation is evaluated on but not limited to, price, skill, ability based on multiple criteria considering quality of product, warranty, life cycle cost, past performance, and other objective criteria to be established for the award.

Nonexpendable Supplies means all tangible supplies having an original acquisition cost of over (\$100) per unit and a probable useful life of more than one year.

Non-responsive bid means any bid or proposal that omits a material or substantive requirement or fails in any way to meet the prescribed criteria required of all bidders or proposals.

Operations and Maintenance means a project delivery method whereby the Purchasing Agent enters into a single contract for the routine operation, routine repair, and routine maintenance of a public building or public infrastructure facility.

Person means any business, individual, union, committee, club, organization, group of individuals or legal entity.

Physically Disabled – has the meaning set forth in CGS §46a-51 (15), as amended.

Procurement means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Officer means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Professional Services means:

- (a) professional services of an architectural, surveying, professional design or engineering nature, as defined by State law, if applicable, which are required to be performed or approved by a person licensed, registered, or certified to provide such services as described below;
- (b) professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
- (c) such other professional services of an architectural or engineering nature, or incidental services, which members of the professions (and individuals in their employ) may logically or justifiably perform, including: studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

Proposal Development Documents means drawings and other design related documents that are sufficient to fix and describe the size and character of a public building or public infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method.

Proposer means any person submitting a proposal in response to Request for Proposal (RFP).

Public Building means a building, structure or network or buildings. Included are government office buildings and public-school buildings.

Public Infrastructure Facility means pipes, controls, and equipment that provide transportation, utilities, or public safety services. Included are: water treatment plants, distribution systems, and pumping stations; wastewater treatment plants, collection systems, and pumping stations; solid waste disposal plants, incinerators, landfills, and related facilities; public roads and streets; highways; public parking facilities and public transportation systems.

Public Notice means the distribution or dissemination of information to interested parties using methods that are reasonably available or required. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated by the City and maintained for that purpose.

Purchase Description means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to, or made a part of the solicitation.

Purchase Request means that document whereby a User Department requests that a contract be entered into for a specified need, and may include, but is not limited to, the technical description of the requested item, delivery schedule, transportation, criteria for evaluation, suggested sources of supply, and information supplied for the purpose of making of any written determination required by these Procurement Guidelines.

Purchasing Agency means any governmental body, official or department head, other than the Purchasing Agent, which is duly authorized by these Procurement Guidelines to undertake certain purchasing functions.

Purchasing Agent means the person holding the position created by Charter Section 8-4. D, as the head of the Purchasing Department of the City.

Request for Proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Request for Qualifications means all documents, whether attached or incorporated by reference, utilized for soliciting qualifications.

Responsible Bidder or Proposer means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

Responsive Bidder means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This definition of "services" includes, but is not limited to, consulting, personal, professional, technical, and client services. This term shall not include employment agreements or collective bargaining agreements.

Shall denotes the imperative.

Signature means a manual or electronic identifier, or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the person using it to have the same force and effect as a manual signature.

Specification means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding a permanent interest in land.

Surplus Supplies means any supplies, other than expendable supplies, no longer having any use to the City. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

Two (2) Way Matching is an Accounts Payable process used in validating all data on the purchase order and invoice aligns and checks for discrepancies between the two before the invoices are approved and paid.

Three (3) Way Matching is an Accounts Payable process, which validates what was ordered (the purchase order), what was delivered (receipt) and the supplier's invoice to verify there are no discrepancies between the three and that an invoice is legitimate and ready to be paid.

Unauthorized Purchases means those purchases that do not conform to either the requirements of these Procurement Guidelines or the provisions of the Norwalk Charter and Code. Such purchases include those made by individuals acting outside of their prescribed limits of authority and those purchases made without the required fiscal appropriations in place. Any individual or entity doing business with the City is presumed to know the extent and, specifically, the limits of the authority of the employee(s) with whom it conducts business.

User Department means any governmental body of the City which utilizes any supplies, services, or construction procured under these Procurement Guidelines.

Written or In writing means the product of any method of forming characters on paper, other materials, or viewable screens, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

Comparison of Federal Uniform Guidance Procurement Standards to City's Standard Procurement Policies

CFR: <https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

CFR Subsection	Full Text of CFR Section	Summary of CFR Section	City Code and/or Purchasing Guideline Reference	Links	Procurement Guidelines
200.318(a)	The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.	City must follow its own purchasing policies	\$19-2 Procurment Guide		The City's procurement Guidleines are established by the Charter and Code of Ordinances. Pursuant to Charter § 8-4(D)(2) of the Code of the City of Norwalk, a Procurement Guide may be adopted by a majority vote of the Common Council, which Guide shall govern the Purchasing Department. The Guide shall be reviewed by the Finance Committee no later than every three years following its adoption
200.318(b)	Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.	City must provide oversight of its contractors			The Purchasing Agent, the Department Heads and Project Managers/Supervisors shall oversee contractors in the ordinary course of business.
200.318(c)(1)	The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.	City must have written standards covering conflicts of interest	Chapter 32-Code of Ethics, §32-4 Conflict of Interest	https://www.ecode360.com/NO0086/laws/LF1282439.pdf	The City's code meets the UGPS standards
		City must have written standards governing the performance of its employees engaged in the selection, award, and administration of contracts.	Chapter 32-Code of Ethics, §32-4 Conflict of Interest; §32-12 Board of Ethics	https://www.ecode360.com/NO0086/laws/LF1282439.pdf	The City shall use the UGPS standards when applicable, if they are more restrictive than the City's standards.
		The City must not solicit nor accept gifts.	Chapter 32-Code of Ethics, §32-8 Prohibited Gifts	https://www.ecode360.com/27048778?highlight=32&searchId=189890271607957#27048778	The City's Procurement Guidelines meets/exceeds the UGPS standards
		The City may define what gifts are of a nominal value	Chapter 32-Code of Ethics, §32-8 Prohibited Gifts	https://www.ecode360.com/27048778?highlight=32&searchId=189890271607957#27048778	The City's Procurement Guidelines meets/exceeds the UGPS standards
		The standards of conduct must provide disciplinary actions for violations	Chapter 32-Code of Ethics, §32-4 Conflict of Interest; §32-12 Board of Ethics	https://www.ecode360.com/NO0086/laws/LF1282439.pdf	The City's code meets the UGPS standards
200.318(c)(2)	If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.	The City's conflict of interest policy must cover relationships with related parties	Chapter 32-Code of Ethics, §32-4 Conflict of Interest	https://www.ecode360.com/NO0086/laws/LF1282439.pdf	The City's Code of Ethics define the definitiun of applicability, employee, officer, person, and/or agency.
200.318(d)	The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.	The City must avoid purchasing unnecessary items			The City avoids purchasing unnecessary items, but it is not specifically addressed in the Charter or Purchasing Guideline
		The City should consider bundling or unbundling procurements and analyze purchase alternatives to achieve the most economical outcome			The City considers the bundling or unbundling of purchases,per the Procurement Guidelines, §2-301 Bid Thresholds, requisistions shall not be split to avoid this requirement.
200.318(e)	To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.	The City is encouraged to use cooperative purchasing agreements			The City may use cooperative purchasing agreements when deemed advantageous. §3-209 Cooperative Procurements (DRAFT). See also Section 10 of Procurement Guideline
200.318(f)	The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.	The City is encouraged to use Federal surplus in lieu of purchasing new			The City shall use the UGPS standards when applicable.
200.318(g)	The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.	The City is encouraged to use value engineering			The City shall include value engineering clauses in contracts for construction projects above the Simplified Acquisition Threshold.
200.318(h)	The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.	The City must award contracts only to responsible contractors	Purchasing Guidelines: §3-202 Competitive Sealed Bidding (7) and §3-203 Competitive Sealed Request for Proposals(9)		The City shall use the UGPS standards when applicable.
G:\0 Purchase Guidelines\City of Norwalk Compliance with Uniform Guidance Procurement Standards-04302024					

Comparison of Federal Uniform Guidance Procurement Standards to City's Standard Procurement Policies

CFR: <https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

CFR Subsection	Full Text of CFR Section	Summary of CFR Section	City Code and/or Purchasing Guideline Reference	Links	Procurement Guidelines
200.318(i)	The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.	The City must maintain procurement records	Procurement Guidelines: §3-703 Retention of Procurement Records.		The City maintains such records for at least as long as the State of Connecticut Librarian-Municipal Record Management Program prescribes. https://ctstatelibrary.org/publicrecords/municipal
200.318(j)(1)	The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.	The City may only use time and material type contracts in very limited circumstances			The City shall use the UGPS standards when applicable.
200.318(j)(2)	Since this formula generates an open-ended contract price, a time-and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.	The City must set a ceiling price and provide a high degree of oversight on time and material type contracts			The City shall use the UGPS standards when applicable.
200.318(k)	The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.	The City is responsible for setting contract disputes with vendors	Purchasing Guideline: BID PROTESTS		The City shall address contract resolution language when drafting contracts with vendors.
200.319(a)	(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.	The City must avoid all practices that would discourage open competition	Purchasing Guideline: CHAPTER 11 – VENDOR RELATIONS		The City develops specs and bid requirements that encourage free and open competition. All requests for information are directed to and answered by the Purchasing Agent and these Q&A are made available to all potential bidders. However, Municipal Public Works contracts funded in whole or in part by the State of CT are the contracts subject to the contract compliance requirements and set-aside goals. Other municipal contracts are not subject to the new requirements. See June 2015 Special Session P.A. 15-5. The City shall use the UGPS standards when applicable.
200.319(b)	(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to: (1) Placing unreasonable requirements on firms in order for them to qualify to do business; (2) Requiring unnecessary experience and excessive bonding; (3) Noncompetitive pricing practices between firms or between affiliated companies; (4) Noncompetitive contracts to consultants that are on retainer contracts; (5) Organizational conflicts of interest; (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and (7) Any arbitrary action in the procurement process.	The City is generally prohibited from using local vendor preference	Article 1 Requirements for Contracts with City	https://ecode360.com/27048871?highlight=contract,contractors,contract&s&searchId=7871480945476713	The City does have a local vendor preference rule, however it has not been enforced. The solicitation documents are developed to encourage free and open competition
200.319(c)	(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract	The City is generally prohibited from using local vendor preference	Article 1 Requirements for Contracts with City	https://ecode360.com/27048871?highlight=contract,contractors,contract&s&searchId=7871480945476713	The City does have a local vendor preference rule, however it has not been enforced. The solicitation documents are developed to encourage free and open competition
200.319(d)	(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations: (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.	The City must have written procedures which ensure that solicitations have clear descriptions for the goods and services that are sought which do not inhibit competition.	SECTION 3-GENERAL BIDDING INFORMATION FOR CONSTRUCTION, 3.10 and SECTION 3-GENERAL INFORMATION, TERMS AND CONDITIONS FOR MISCELLANEOUS SERVICES & EQUIPMENT PURCHASES, 3.8-3.9		These items are not specifically mentioned in the City's Purchasing Guidelines. However, in practice, the City develops the solicitation documents that encourage free and open competition. Additionally, Section 3 of the solicitation documents outlines acceptable brands and how to respond to the specification offered.

Comparison of Federal Uniform Guidance Procurement Standards to City's Standard Procurement Policies

CFR: <https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

CFR Subsection	Full Text of CFR Section	Summary of CFR Section	City Code and/or Purchasing Guideline Reference	Links	Procurement Guidelines
200.319 (e)	(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period	The City must ensure that there are enough qualified vendors to ensure maximum open and free competition	\$3-202 Competitive Sealed Bidding, (3) and \$3-203 Competitive Sealed Request for Proposals. (4)		The City meets or exceeds this requirement, besides the newspaper the solicitations are posted on the City's website, the Purchasing Department eProcurement Portal (Bonfire) and the State of CT DAS Solicitation Portal. The City also adheres to any advertisement requirements in State funding or other grants.
200.319 (f)	(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).	Must have and documented procurement procedures.			
200.320	The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or subaward.				The City's standards are more restrictive than the UGPS.
200.320 (a)	(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include: (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micropurchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers. (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity. (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section. (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following: (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit; (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or, (C) For public institutions, a higher threshold consistent with State law. (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved. (2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity. (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the nonfederal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.	The City has thresholds for purchase limits and required competitive quotes/proposals.	Purchasing Guideline: §3-204 Informal Competitive Quotations and §3-205 Informal Competitive Request for Proposals.		The City's standards are more restrictive than the UGPS.
	(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate: (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions. (i) In order for sealed bidding to be feasible, the following conditions should be present: (A) A complete, adequate, and realistic specification or purchase description is available; (B) Two or more responsible bidders are willing and able to compete effectively for the business; and (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. (ii) If sealed bids are used, the following requirements apply: (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised; (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond; (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly; (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and (E) Any or all bids may be rejected if there is a sound documented reason. (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements: (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical; (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections; (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.	The City must follow formal procurement methods	Purchasing Guideline: §3-202 Competitive Sealed Bidding and §3-203 Competitive Sealed Request for Proposals.		The City's standards will meet or exceed the UGPS.

Comparison of Federal Uniform Guidance Procurement Standards to City's Standard Procurement Policies

CFR: <https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

CFR Subsection	Full Text of CFR Section	Summary of CFR Section	City Code and/or Purchasing Guideline Reference	Links	Procurement Guidelines
200.320(c)	(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply: (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro purchase threshold (see paragraph (a)(1) of this section); (2) The item is available only from a single source; (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) After solicitation of a number of sources, competition is determined inadequate.	The City may procure goods without competitive proposals only when the item is available only from a single source, in times of public emergency, the Federal awarding agency expressly authorizes noncompetitive proposals, or competition is determined inadequate.	Purchasing Guideline §3-206 Single Source Procurement and §3-207 Emergency Procurements.		The City's Purchasing Guideline has established sourcing requirements. The City shall use the UGPS standards when applicable.
200.321(a)	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.	The City must take steps to utilize small and minority businesses, women's business enterprises, and labor surplus area firms.	Purchasing Guideline: CHAPTER 11 – VENDOR RELATIONS		The City develops solicitations that encourage free and open competition. However, Municipal Public Works contracts funded in whole or in part by the State of CT are the contracts subject to the contract compliance requirements and set-aside goals. Other municipal contracts are not subject to the new requirements. See June 2015 Special Session P.A. 15-5.
200.321(b)	Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) 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; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) 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; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	Describes the actions needed for small and minority businesses, women's business enterprises, and labor surplus area firms.	Purchasing Guideline: CHAPTER 11 – VENDOR RELATIONS		The City shall use the UGPS standards when applicable.
200.322 (a)	(a) 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 contracts and purchase orders for work or products under this award.	Domestic preference for procurement			The City shall use the UGPS standards when applicable.
200.322 (b)	(b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	Domestic preference for procurement			The City shall use the UGPS standards when applicable.
200.323	A non-Federal entity that is a state agency or agency of a political subdivision of a state and 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 by 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.	The City must follow its Recycling Policy	SECTION 3-GENERAL BIDDING INFORMATION FOR CONSTRUCTION and SECTION 3-GENERAL INFORMATION, TERMS AND CONDITIONS FOR MISCELLANEOUS SERVICES & EQUIPMENT PURCHASES		The City shall use the UGPS standards when applicable.
200.324(a)	The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.	The City must receive cost estimates before going out to bid			The City shall use the UGPS standards when applicable.
200.324(b)	The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.	The City must negotiate profit for sole-source procurements			The City shall use the UGPS standards when applicable.
200.324(c)	Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.	Estimated costs are only allowable when the comply with Federal Cost Principles			The City shall use the UGPS standards when applicable.
200.324(d)	The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.	The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.			The City shall use the UGPS standards when applicable.
200.325(a)	The non-Federal entity must make available, upon request of the Federal awarding agency or passthrough entity, technical specifications on proposed procurements where the Federal awarding agency or passthrough entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.	The City must make technical specs for procurements available upon request by Federal awarding agency			The City shall use the UGPS standards when applicable.

Comparison of Federal Uniform Guidance Procurement Standards to City's Standard Procurement Policies

CFR: <https://www.govinfo.gov/app/details/CFR-2023-title2-vol1/CFR-2023-title2-vol1-part200>

CFR Subsection	Full Text of CFR Section	Summary of CFR Section	City Code and/or Purchasing Guideline Reference	Links	Procurement Guidelines
200.325(b)	The non-Federal entity must make available upon request, for the Federal awarding agency or passthrough entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when: (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part; (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product; (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.	The City must make pre-procurement review and procurement documents available upon request by Federal awarding agency in a number of circumstances.			The City shall use the UGPS standards when applicable.
200.325(c)	The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part. (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis; (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.	The City may self-certify its procurement system to avoid some pre-procurement reviews.			The City shall use the UGPS standards when applicable.
200.326	Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:	The awarding agency may accept the City's bonding requirements if it determines that its interest is adequately protected. If the awarding agency does not accept the City's bonding requirements, then (a), (b), and (c) would apply	Purchasing Guideline Part E- Bonds, Insurance, Guarantees		The City shall use the UGPS standards when applicable, if they are more restrictive than the City's standards issued in this Purchasing Guideline.
200.326(a)	A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.	The City must require a bid guarantee of 5% of bid price	Purchasing Guideline §2-501 Bid Security		The City Bid Security requirements exceed UGPS standard
200.326(b)	A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.	The City must require a performance bond for 100% of the contract price	Purchasing Guideline §2-502 Contract Performance and Labor and Materials Bond		The City use the UGPS standards when applicable. See Reference
200.326(c)	A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.	The City must require a payment bond for 100% of the contract price	Purchasing Guideline §2-502 Contract Performance and Labor and Materials Bond		The City uses UGPS standards when applicable. See Reference
200.327	Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200— Contract Provisions for non-Federal Entity Contracts Under Federal Awards.	The City must include the Federal contract provisions in its contracts			The City shall use the UGPS standards when applicable.

MEMORANDUM

June 3rd, 2024

To: Members of the Board of Estimate & Taxation
Members of the Planning Commission
Members of the Common Council

From: Tom Ellis, Director of Management & Budgets 

Re: Special Capital Appropriation Request from the Fire Department for \$17,100 for Building Repairs.

Below is a request from the Fire Department for a special capital appropriation in the amount of \$17,100 for Building Repairs. There will be an increase of \$17,100.00 in the Building Repairs account #0925-0313-5777-C0385 and a decrease of \$16,549.24 in the Station 5 Roof Replacement account #0923-3110-5777-C0385 as well as a decrease of \$550.76 in the Station 5 Roof Replacement account #0922-3110-5777-C0385. All three of these accounts are within the Fire Department. The current plan for this appropriation is to test bore holes in the floor of the Station 1 before design and repairs can be made.

ACTION REQUESTED:

1. REQUESTING a Special Capital Appropriation in the amount of \$17,100.00 to increase the authorization for account # 0925-0313-5777-C0385 (Building Repairs- Various Buildings) to contract GZA GeoEnvironmental, Inc. for \$16,855.00 to perform preliminary soil testing in order to determine the scope of work necessary to repair/replace the current sinking and unstable apparatus floor.
2. REQUESTING a reduction in the amount of \$16,549.24 to the appropriation in account # 0923-3110-5777-C0385 (Station 5- Roof Replacement). The new appropriation of this project will be \$0 and the project will be closed.
3. REQUESTING a reduction in the amount of \$550.76 to the appropriation in account # 0922-3110-5777-C0385 (Station 5- Roof Replacement). The new appropriation of this project will be \$0 and the project will be closed.

Finance recommends approval.



CITY OF NORWALK
Office of the Mayor

P: 203-854-7701 / F: 203-854-7939

125 East Avenue, PO BOX 5125
Norwalk, CT 06856-5125

MEMORANDUM

June 3rd, 2024

To: Members of the Board of Estimate & Taxation
Members of the Planning Commission
Members of the Common Council

From: Harry W. Rilling, Mayor -- City of Norwalk 

Re: Special Capital Appropriation Request from the Fire Department for \$17,100 for Building Repairs.

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3. REQUESTING a reduction in the amount of \$550.76 to the appropriation in account # 0922-3110-5777-C0385 (Station 5- Roof Replacement).



CITY OF NORWALK FIRE DEPARTMENT

121 CONNECTICUT AVENUE NORWALK, CT. 06854

Date: 5/22/2024

Subject: Special Capital Appropriation Request

The Fire Department is requesting a special capital appropriation for the amount of \$17,100.00 from the balance of the Station 5 Roof Replacement project. The project has been completed under budget for the requested amount. The Fire department is requesting to appropriate the remaining funding to account # 0925-3110-5777-C0385 (Building Repairs-Various Buildings) in order to cover the costs for preliminary geotechnical services required at Station 1.

The Purchasing Department has approved contracting the Geotechnical Engineering firm GZA) to open up a portion of the floor and bore test holes in order to ascertain the scope of work necessary to replace the sinking apparatus floor.

The apparatus floor bounces at the edges when the fire apparatus enters and exits the building. This movement occurs at all three bays. There is at least one floor drain that is out of service, presumably from ground settlement under the slab, as well. This movement indicates that the ground underneath the slab has settled, leaving a void. The movement has caused the slab to crack in several places, indicating that only the rebar in the slab is holding up portions of the floor. The floor is original and was installed in 1964 to house much smaller and lighter apparatus. Actual floor capacity cannot be obtained. Bill Ireland, Head of the Building Department, has deemed the repair an emergency and agrees with hiring the requested contractors to perform the work. Alan Lo has also approved contracting GZA.

After obtaining information with the test holes, GZA will provide an additional price to complete a full set of drawings for the apparatus floor replacement project.

The action request is as follows:

1. REQUESTING a Special Capital Appropriation in the amount of \$17,100.00 to increase the authorization for account # 0925-0313-5777-C0385 (Building Repairs-Various Buildings) to contract GZA GeoEnvironmental, Inc. for \$16,855.00 to perform preliminary soil testing in order to determine the scope of work necessary to repair/replace the current sinking and unstable apparatus floor.
2. REQUESTING a reduction in the amount of \$16,549.24 to the appropriation in account # 0923-3110-5777-C0385 (Station 5- Roof Replacement). This new appropriation of this project will be \$0 and the project will be closed.
3. REQUESTING a reduction in the amount of \$550.76 to the appropriation in account # 0922-3110-5777-C0385 (Station 5- Roof Replacement). This new appropriation of this project will be \$0 and the project will be closed.

RESOLUTION MAKING A SUPPLEMENTAL APPROPRIATION
OF \$189,000,000 FOR THE CONSTRUCTION OF A NEW
NORWALK HIGH SCHOOL AND AUTHORIZING THE
ISSUANCE OF AN ADDITIONAL \$15,000,000 GENERAL
OBLIGATION BONDS OF THE CITY TO FINANCE THE
APPROPRIATION, OR SO MUCH AS MAY BE NECESSARY
AFTER DEDUCTING GRANTS TO BE RECEIVED FOR THE
PROJECT

RESOLVED:

Section 1. A supplemental appropriation of \$189,000,000 is hereby made by the City of Norwalk, Connecticut (the “City”) for the construction of a new Norwalk High School (the “Project”). The supplemental appropriation is in addition to the \$50,279,655 previously appropriated by the Common Council.

Section 2. To finance the appropriation, an additional \$15,000,000 bonds of the City is hereby authorized to be issued to fund the Project, or so much thereof as may be necessary after deducting grants to be received for the Project. The authorization of \$15,000,000 of bonds is in addition to the \$50,279,655 of bonds previously authorized by the Common Council.

Section 3. Said bonds may be issued and sold, subject to final approval by the Committee (as defined and described below) in one or more series as determined by the Chief Financial Officer in an amount necessary to meet the City’s share of the cost of the Project determined after considering the estimated amount of State and Federal grants-in-aid of the Project, or the actual amounts thereof if this be ascertainable, and the anticipated times of the receipt of the proceeds thereof, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, financing, legal and other costs of issuance of such bonds. Subject to final approval by the Committee, the bonds of each series shall mature not later than the maximum maturity permitted by the General Statutes of Connecticut, as amended from time to time (the “Connecticut General Statutes”), and may be issued subject to earlier redemption by the City. The bonds of each series shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor, Comptroller and the Chief Financial Officer, bear the City seal or a facsimile thereof, be payable at a bank or trust company designated by the Chief Financial Officer, be certified by such bank or trust company, which bank or trust company may also be designated as the registrar and transfer agent, and be approved as to their legality by Shipman & Goodwin LLP, bond counsel to the City. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The Common Council hereby delegates to the Mayor and the Chief Financial Officer, subject to the final approval of the President of the Common Council, the Majority Leader of the Common

Council, the Minority Leader of the Common Council, and the Chairman of the Finance Committee of the Common Council, or any two of them (the "Committee"), the authority to determine the number of series to be issued, the principal amount of the bonds of each series to be issued, the annual installments of principal, redemption provisions, if any, and other terms, details and particulars of such bonds including the rate or rates of interest payable thereon and the terms of any purchase agreement executed in connection with the sale of the bonds in a negotiated underwriting.

Section 4. Said bonds shall be sold by the Mayor and the Chief Financial Officer in a competitive offering or by negotiation, in their discretion. If sold in a competitive offering, the bonds shall be sold at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. If the bonds are sold by negotiation, the purchase agreement shall be signed by the Mayor and the Chief Financial Officer, subject to the final approval by the Committee. The Mayor and the Chief Financial Officer are authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of any bonds.

Section 5. The Mayor and the Chief Financial Officer are authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be in such denominations, bear interest at such rate or rates and be payable at such time or times as shall be determined by the Mayor and the Chief Financial Officer, be executed in the name of the City by the manual or facsimile signatures of the Mayor and the Chief Financial Officer, have the City seal or a facsimile thereof affixed, be certified by a bank or trust company designated by the Chief Financial Officer, and be approved as to their legality by Shipman & Goodwin LLP, as bond counsel. Such notes shall be issued with maturity dates which comply with the provisions of the Connecticut General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the capital improvements for the financing of which said notes were issued. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 6. In connection with the issuance of any bonds or notes authorized herein, the City may exercise any power delegated to municipalities pursuant to Section 7-370b, as may be approved and executed by the Mayor and the Chief Financial Officer, including the authority to enter into agreements moderating interest rate fluctuation, provided any such agreement or exercise of authority shall be subject to final approval by the Committee.

Section 7. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this resolution, or otherwise as may be allowed

under the Regulations, in the maximum amount and for the Project with the proceeds of bonds, notes, or other obligations (“Tax Exempt Obligations”) authorized to be issued by the City. The Tax Exempt Obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Chief Financial Officer or his designee is authorized to pay Project expenses in accordance herewith pending the issuance of Tax Exempt Obligations. The Chief Financial Officer is authorized to amend such expression of official intent to bind the City pursuant to such changes he deems necessary or advisable to maintain the continued exemption from federal income taxation of interest on the Tax Exempt Obligations.

Section 8. The Mayor and the Chief Financial Officer are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders or noteholders to provide information on an annual or other periodic basis to the Municipal Securities Rulemaking Board (the “MSRB”) and to provide notices to the MSRB of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to the MSRB made prior hereto are hereby confirmed, ratified and approved.

Section 9. The Mayor and the Chief Financial Officer are hereby authorized, on behalf of the City, to enter into any other agreements, instruments, documents and certificates, including tax and investment agreements, for the consummation of the transactions contemplated by this resolution. The Mayor is hereby authorized, on behalf of the City, to apply for and accept any and all Federal and State loans and/or grants-in-aid of the Project, to expend said funds in accordance with the terms hereof, and in connection therewith to contract in the name of the City with engineers, contractors and others to complete the Project.

RESOLUTION TO TRANSFER UNEXPENDED FUNDS

WHEREAS, the Common Council previously adopted a resolution to appropriate \$72,000,000 for the renovation of the South Norwalk Community School (the “Project”) and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$72,000,000 to finance said appropriation (the “Resolution”); and

WHEREAS, after the Common Council adopted the Resolution, the State of Connecticut increased the City’s school construction grant for the Project; and

WHEREAS, due to the increase in State grants, upon reimbursement to the City, there will be unexpended bond proceeds that the Common Council may, by resolution, transfer to other projects.

BE IT RESOLVED, that the Common Council hereby authorizes the transfer of \$19,000,000 of unexpended bond proceeds from the Project to the construction of a new Norwalk High School.

RESOLUTION TO DEAUTHORIZE BONDS

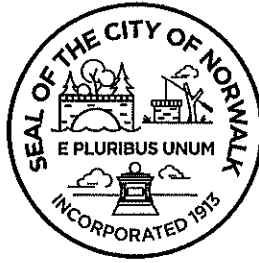
WHEREAS, the Common Council previously adopted a resolution to appropriate \$72,000,000 for the renovation of the South Norwalk Community School (the “Project”) and to authorize the issue of bonds, notes or temporary notes in an amount not to exceed \$72,000,000 to finance said appropriation (the “Resolution”); and

WHEREAS, after the Common Council adopted the Resolution, the State of Connecticut increased the City’s school construction grant for the Project; and

WHEREAS, due to the increase in State grants, the City will not need to issue \$72,000,000 in bonds.

BE IT RESOLVED, that the Common Council hereby deauthorizes bonds for the Project as follows:

	<u>Original Amount</u>	<u>Increase/(Decrease)</u>	<u>Revised Amount</u>
Renovation of South Norwalk Community School	\$ <u>72,000,000</u>	<u>\$(19,000,000)</u>	<u>\$53,000,000</u>
TOTAL:	<u>\$72,000,000</u>	<u>\$(19,000,000)</u>	<u>\$53,000,000</u>



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 5-13-2024

DEPARTMENT: Assessor

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)
☐	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: see page 2

TOTAL COST: up to \$60,000 MUNIS Account: 11320-5253

VENDOR: Charles Feldman and Associates

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	☒	Supports	<i>Paul J Gorman</i>
Purchasing Agent Name	☐	Does Not Support	Department Head Name
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	<i>Paul J Gorman</i>
Date			Date <i>6-12-24</i>

JUSTIFICATION:

I am looking to extend Chuck Feldman for an additional year so that we may continue the process of cleaning up the errors and omissions that occurred during Covid. Many audits were missed and or misplaced by prior assessors. Mr. Feldman has a unique grasp on the direction we need to head and due to his many years of service to the city, he has a clear understanding of the business practices and values within the city. I believe it to be in the best interest of Norwalk to continue this relationship for one more fiscal year on a non competitive basis.

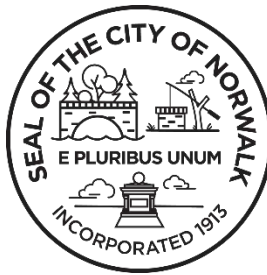
PA Comments: Technically a single source request. If the need of this type of service is required in the future, a RFP should be issued for the service.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: _____

DEPARTMENT: _____

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:

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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)
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: _____ MUNIS Account: _____

VENDOR: _____

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
		Supports	
Purchasing Agent Name		Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	
Date			Date

JUSTIFICATION:

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Rob Battaglia
Contact Phone	631-747-3253
Contact Email	rbattaglia@cleargov.com

Order Date	May 10, 2024
Order valid if signed by	Jun 30, 2024

Customer Information					
Customer	City of Norwalk	Contact	Tom Ellis	Billing Contact	
Address	125 East Avenue	Title	Director of Management and Budgets	Title	
City, St, Zip	Norwalk, CT 06851	Email	tellis@norwalkct.gov	Email	
Phone	203-854-7708			PO # (If any)	

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions		Tier 4
ClearGov Setup: BCM Bundle Discount - Discount for bundled BCM solutions		Tier 4
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 2,000.00
Subscription Services		Tier
ClearGov BCM Capital Budgeting - Civic Edition		Tier 4
ClearGov BCM Digital Budget Book - Civic Edition		Tier 4
ClearGov BCM Bundle Discount: Discount for bundled BCM solutions		Tier 4
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 23,728.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jul 1, 2024	Jul 1, 2024	ClearGov Setup Services
Initial	Jul 1, 2024	Jun 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2024	\$2,000.00	One Time Setup Fee
Jul 1, 2024	\$23,728.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Jun 30, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.

Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.
CRCOG Agreement and Conflicting Terms	This ClearGov Service Order and the BCM Service Agreement shall be subject to the Professional Services Agreement by and between Capitol Region Council of Governments and ClearGov for Municipal Budget Software (the "CRCOG Agreement") executed by both Parties. In the event that any terms set forth in the ClearGov Service Order or BCM Service Agreement should conflict in any way with the terms set forth in the CRCOG Agreement, the CRCOG Agreement terms shall prevail and take precedence.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
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Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
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- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

(Member Name and Address)

Dear _____ and _____ ClearGov _____:
(Member) (Vendor)

The parties to this side letter agreement agree that (the “Vendor”) will provide budgeting software. This software product and services shall be provided during the term of the Agreement and under the terms and conditions contained in the Agreement to be attached to this letter and thereby incorporated herein by reference.

The Parties agree that CRCOG has agreed to act as the administrator of the Agreement, which includes the duties to manage any renewal options, or other administrative tasks that exist under the Agreement.

Acting as the administrator does not include any of the following day-to-day management tasks: monitoring services, monitoring of town-based project work, or responsibility for any payments under the Agreement.

Please acknowledge your acceptance of the terms contained in this letter by **signing three copies** of this letter where indicated below, **retaining one original for your file, and returning two to my attention.**

Sincerely,

Matthew W. Hart
Executive Director, CRCOG

Accepted and agreed to:

VENDOR

Signature: _____

Name: VENDOR PRESIDENT/OWNER

Date: _____

Accepted and agreed to:

Member Organization: _____

Signature: _____

Printed Name: _____

Date: _____

Created by	Joe Eiskant
Contact Phone	607-760-0524
Contact Email	jeiskant@cleargov.com

Order Date	Jun 6, 2024
Order valid if signed by	Jun 30, 2024

Customer Information					
Customer	Norwalk Public Schools	Contact	Lunda Asmani	Billing Contact	Tom Ellis
Address	125 East Avenue	Title	Chief Financial Officer	Title	Director of Management and Budgets
City, St, Zip	Norwalk, CT 06852	Email	asmanil@norwalkps.org	Email	tellis@norwalkct.gov
Phone	203-854-7708			PO # (If any)	

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 4	\$ 3,090.00
Onboarding Discount: WAIVED customer value add	Tier 4	\$ (3,090.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ -
Subscription Services	Tier	Service Fees
Single Sign-On Authentication - Add-on	Tier 4	\$ 900.00
ClearGov BCM Digital Budget Book - Civic Edition	Tier 4	\$ 14,160.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 15,060.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jul 1, 2024	Jul 1, 2024	ClearGov Setup Services
Initial	Jul 1, 2024	Jun 30, 2029	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jul 1, 2024	\$15,060.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Jun 30, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Cancellation Option	This ClearGov Service Order is subject to the approval of the City of Norwalk Finance Committee, Common Council, and Department of Corporation Counsel. In the event that these entities do not approve this Service Order by July 31, 2024, the Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that the Customer exercises this option, the Customer shall have no payment obligation under this Service Order.
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.

Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement.
CRCOG Agreement and Conflicting Terms	This ClearGov Service Order and the BCM Service Agreement shall be subject to the Professional Services Agreement by and between Capitol Region Council of Governments and ClearGov for Municipal Budget Software (the "CRCOG Agreement") executed by both Parties. In the event that any terms set forth in the ClearGov Service Order or BCM Service Agreement should conflict in any way with the terms set forth in the CRCOG Agreement, the CRCOG Agreement terms shall prevail and take precedence.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
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