

20 YEAR

A RESOLUTION AMENDING AND RESTATING A RESOLUTION ENTITLED: “A RESOLUTION APPROPRIATING \$2,250,000 FOR THE TIDE GATE SYSTEM PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION,” TO INCREASE THE APPROPRIATION AND BOND AUTHORIZATION BY \$2,000,000 TO \$4,250,000

WHEREAS, on May 23, 2022, the Representative Town Meeting of the Town of Fairfield, Connecticut (the “Town”) approved a resolution for a tide gate system project (the “Project”) entitled: “A RESOLUTION APPROPRIATING \$2,250,000 FOR THE TIDE GATE SYSTEM PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION” (the “Resolution”); and

WHEREAS, to date, the Town has issued \$2,250,000 in bonds for the Project, leaving zero authorized but unissued debt under the Resolution; and

WHEREAS, the bids for the Project came in higher than originally anticipated requiring an increase in the appropriation and bond authorization by \$2,000,000 for a total appropriation and bond authorization in the amount of \$4,250,000 (the “Amended Authorization”); and

WHEREAS, it is necessary for the Town to amend and restate the Resolution to reflect the Amended Authorization; and

NOW THEREFORE, BE IT RESOLVED, that the Resolution is hereby amended and restated to provide as follows:

RESOLVED:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the “Town”) hereby appropriates the sum of Four Million Two Hundred Fifty Thousand and 00/100 Dollars (\$4,250,000) for costs to replace a tide gate system located on Town open space roughly halfway to the terminus of Pine Creek, adjacent to Kiwanis Field, which project includes, but is not limited to, replacing the existing tide gates, and removing and restoring the historic Railroad Bridge, and all related engineering, administrative, financing, legal, contingency and other soft costs (the “Project”).
2. To finance such appropriation and in lieu of a tax therefor, and as recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Four Million Two Hundred Fifty Thousand and 00/100 Dollars (\$4,250,000) and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
3. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the “Committee”) with full power and authority to cause said bonds

to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

4. The First Selectman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
5. The First Selectman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
6. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature

not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.

7. The Committee is further authorized to make temporary borrowings as authorized by the Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
8. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
9. The First Selectman, Chief Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders 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.
10. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Statutes and the laws of the United States.

11. The First Selectman or other proper Town official is authorized to apply for and accept any available State or Federal grant in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and shall reduce the amount of the Bonds that can be issued pursuant to this resolution. If such grants and contributions are received after the issuance of the Bonds, they shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the Bonds or the Town's receipt of such grant or contribution.



South Pine Creek Outfall Replacement Project

Fourteen Points

Request for Additional \$ 2M

- 1. Background** - The Conservation Department operates and maintains over a dozen tide gates and flood control structures in the southern portions of Town. The gates are multi-purposed with respect to flood control and estuarine habitat enrichment throughout the tidal and riverine systems generally located south of Post Road.

This tide gate system is located on Town open space, roughly halfway to the terminus of Pine Creek, adjacent to Kiwanis Field. Access to the gates can be made via Old Dam Road or by crossing Pine Creek towards the landfill and solar field. Functionally, the tide gates regulate drainage from an expansive yet fragmented tidal marsh located south of the former Fairfield Lumber property (Post Road) to the outlet into the Long Island Sound at Fairfield Beach Road.

According to documents located, the existing tide gate system consists of three self-regulating tide gates (SRTs) originally installed in 1980. The original units were replaced in 1999 and additional culvert re-lining, welding and other repairs were made between 2010 and 2012. Based on the current age of the existing equipment, and it's exceeded its life expectancy, beyond repair and in need of replacement.

- 2. Purpose and Justification** – The purpose of the proposal is to replace aging infrastructure to prevent failure and major flooding and maintain existing flood management and hydrology. An additional benefit of the redesign and replacement is the realignment of the channel to its original flow direction. The proposed Project work is necessary and unavoidable to support the existing ecosystem.
- 3. Detailed Description of Proposal** – The existing tide gate system is at the end of or beyond its life expectancy and requires replacement. The proposal is to fully abandon the three existing SRTs and culverts in place and replace them with five SRTs (in accordance with the engineered design and in accordance with all applicable permits) in order to realign the original stream channel. Additionally, the historic railroad bridge currently prevents the replacement project and requires removal.

The railroad bridge was registered on the U.S. Department of Interior-National Park Service's National Register of Historic Places in April 1992. The significance of the bridge is the unique construction using wrought-iron and pin-connected pony trusses which were fabricated between 1870 and 1872. The Department and its consultants have been in contact with the State Historic Preservation Office (SHPO) to discuss the most feasible and prudent removal and/or relocation options for the railroad bridge itself.

4. **Reliability of Cost Estimate** – Since the design engineering consultant’s original total cost estimate was \$ 2.25M dated August 16, 2019, the total project cost has increased to \$4.25 M due to inflation over the past 3 years since the estimate was generated.
5. **Increased Efficiency or Productivity** – The five proposed outfalls and tide gates will restore the historical orientation of Pine Creek and will allow to better control the amount of tidal water that enters and exits the marsh from Pine Creek, including allowing increased tidal flows through the marsh. Tidal water flow through the marsh located around the site is vital for the survival of the indigenous species that reside in the area. Without consistent tidal flow, invasive species have a history of populating the area and will degrade the natural habitats within the marsh. Such invasive species are known to start vigorous wildfires in and around the project site and must continue to be controlled.
6. **Additional Long Range Costs** – Any long-term costs would be incidental to the equipment and operation of the tide gates. Any maintenance costs would be covered under the Conservation Department’s annual operating budget throughout their functional life expectancy.
7. **Additional Use or Demand on Existing Facilities** – None Anticipated.
8. **An alternative to this Request** – While not a good one, the only alternative to this request is not to move forward with the replacement at this time.
9. **Safety and Loss Control** – If these tide gates are not replaced during the FY24 review, delay could compromise flood control in neighborhoods adjacent to Pine Creek, including: Pine Creek Avenue, Old Dam Road, Field Point Drive, Fairfield Beach Road, Oldfield Road and the area surrounding the Senior Center and will prevent from vigorous wildlife fires.
10. **Environmental Considerations** – All significant environmental considerations will be related during actual construction/installation activities and conducted under all applicable Federal and State permits, including but not limited to: sediment & erosion controls, wildlife breeding/migration, weather, seasonal cycles, noise ordinance, etc. Engineering Department has acquired all the necessary permits - CTDEEP, USACE, SHPO, NDDB, Zoning Board and Conservation Commission.
11. **Insurance** – Contractor will be required to have insurance per contract documents prior to commencement of project.
12. **Financing** –

Capital Budget Approved in 2019 - \$ 2.25M
Additional Request (including contingencies) - \$2.0 M
13. **Other Considerations:** Primary access to Town open space from Old Dam Road and the trail north of the railroad bridge.

14. Other Potential Approvals:

Board of Selectman	August 28, 2024
Board of Finance	September 3, 2024
RTM	September 16/23, 2024



Town of Fairfield – Revised August 19, 2024
Engineering Department
Sullivan Independence Hall, 1st Floor
725 Old Post Road
Fairfield, CT 06824

June 18, 2024

Attention: Ms. Megha Jain, Senior Engineer
mjain@fairfieldct.org

Reference: Proposal for Professional Engineering Services
South Pine Creek Tide Gates – Construction Administration
RACE Proposal No. P2024123

Dear Ms. Jain:

RACE COASTAL ENGINEERING, INC. ("RACE") is pleased to provide you with this proposal for Professional Engineering Services related to the construction administration services associated with the tide gate replacement at the South Pine Creek structure. The purpose of this Agreement is to provide you with our understanding of **RACE's** Scope of Services and estimated fees to perform these services. The services are to be provided to the **Town of Fairfield ("Client")**.

1. SCOPE OF SERVICES:

The following paragraphs identify the specific Scope of Services to be provided. Scope of Services under this agreement will include the following Phase(s). This work will be considered an Additional Phase to work authorized under PO #18004939-00, Engineering investigation, design, and permitting services; South Pine Creek Outfall:

Phase A-9: Construction Administration Services

Services specifically included in the Scope of Services are identified as *Basic Services*. Fees for *Basic Services* are listed in Section 3 of this Agreement. During the course of the Work, the Client may authorize services that are not specifically included in the Scope of Services. Such services are identified as *Additional Services*. The fees for *Additional Services* are in accordance with Section 3 of this Agreement.

Phase A-9: Construction Administration Services

RACE will assist the Client, as requested, with construction administration and oversight activities for the proposed construction work.

The fees associated with this work are based on the hourly rates included herein. Actual amounts invoiced may vary from the estimated amount due to numerous factors outside the control of **RACE** including, but not limited to; contractor schedule, regulatory requirements, material testing requirements, etc.

For the purposes of this proposal, it has been assumed that the proposed work will be completed over the course of **12 months**.

The role of the Construction Administrator is to perform the duties described below. Estimated hours associated with the following sub-Phases is included in the Estimated Fees section below. These services include the following sub-categories:

- **Pre-Construction Services:** The purpose of this Phase is to prepare the Project Team for construction. Such assistance may include, among other things:
 - Attendance of pre-bid meetings
 - Preparation of responses to bidder's requests for information (RFIs)
 - Preparation of bid addenda
 - Bid tabulation
 - Consultation regarding prospective contractor qualifications and deliverables
 - Attendance of prospective contractor interviews
 - Preparation of a Statement of Special Inspections
 - Review of submittals
- **Submittal Review:** **RACE** will keep a record of submittals and their status for use by the Client. **RACE** will review submittals by the Contractor for conformance to the project specifications. These items include but are not limited to shop drawings for reinforcing steel, shop drawings for structural steel, concrete mix review, concrete test breaks, backfill material, revetment gradation, etc. as specified in the Construction Drawings.
- **Project Meetings:** **RACE** will administer and attend project progress meetings. For purposes of this Agreement, it is assumed that meetings will be held on a bi-weekly basis. **RACE** will prepare the meeting agenda and prepare meeting minutes for distribution. The meeting agenda will include review and revisions as necessary to the minutes of the previous meeting, review of progress of the work since the previous meeting, including submittals, identify problems that impede progress, and review work to be performed over the next two weeks.
- **Observation of Work-in-Progress:** **RACE** will perform part-time construction observations estimated at an average of two times per week for the estimated duration of twelve months (96 site visits). During these visits, **RACE** will document observed Contractor activities in the format of a Field Report. **RACE** will only be able to document conditions observed during the site visit. **RACE** cannot attest to work performed that was not observed by **RACE** personnel.

RACE will perform site visits to observe items identified under the Statement of Special Inspections which are anticipated to be for pile installation, pile proofing, concrete reinforcing placement, and concrete pours. **RACE** will document construction activities for these items to verify they have been installed in general conformance with the construction drawings and specifications. Field logs for the



special inspections will be provided and included in the Final Statement of Special Inspections during the project close out phase.

- **Review of Contractor's Application for Payment:** RACE will review Applications for Payment submitted by the Contractor. The review will be performed to verify that the work completed and material stored to date has been done in accordance with the project specifications.

RACE will review change orders submitted by the Contractor and advise the Town on opinion related to concurrence with the circumstances for it. RACE will also assist in any negotiations if necessary for determining appropriateness.

- **Project Close-Out Services:** Upon Substantial Completion of the Work, RACE will perform a Punch List Review with the Contractor. Upon Final Completion of the Work, RACE will perform a Final Review with the Client.

RACE will compile and finalize all special inspection reports into a Final Statement of Special Inspections. This report will include all related submittals, field logs, and test results as specified in the Statement of Special Inspections. The final report will be provided to the building department for their records.

The scope of services outlined above represents Construction Administration services. Construction Management, which consists of different roles and responsibilities beyond those stated above is excluded from the Scope of Services. Such Construction Management Services would commonly include having the authority to direct the Contractor or his sub-contractors or means and methods of construction, coordinate site activities such as delivery of materials or other logistics or critical path items. These services are anticipated to be performed by the selected Contractor.

Phase A-10: Concrete Testing

Concrete testing would be completed by Connecticut Materials Testing Lab, LLC (CMTL) in accordance with the project specifications. The contractor shall be responsible for coordinating with CMTL based on their construction schedule. CMTL will complete in-field testing of the concrete to check slump, air, temperature, and collect 5 cylinders per each day of concrete pour or for every 50 cubic yards placed. Cost may vary depending upon the number of days in the field, which will be based on the number of concrete pours determined by the contractor. RACE and the testing lab have no control over the contractor's schedule. An allowance of 12 test days and 60 concrete test breaks have been considered for this project.

Final testing costs will be based on the required number of days to complete testing as required per the project specifications and project permits.

Phase A-11: Design Changes/Modifications During Construction

As standard with all construction projects unforeseen conditions may occur where revisions to the design, materials, construction methodology may require changes. RACE has considered an allowance of 60 hours to assist the Town with any design associated with changes that may occur during the construction process.



2. EXCLUSIONS AND LIMITATIONS:

The Scope of Services described under Section 1 of this Agreement include specific services that **RACE** will perform, which are considered as *Basic Services*. Certain information may be required to be provided by others prior to or during the performance of such services which is not part of the *Basic Services*. Services to be performed by others or services not specifically listed as *Basic Services* within the Scope of Services consist of, but are not limited, to the exclusions listed below. The Client may authorize **RACE** to perform any of the services listed below or other services, and such services shall be considered as *Additional Services*.

1. Hydrographic Surveying (except as noted)
2. Underwater Investigations
3. Dredge material sediment sampling and testing
4. Sampling and/or testing (destructive or non-destructive) of materials
5. Review for submerged aquatic vegetation (SAV), wildlife resources and habitat, benthic habitat, and indigenous aquatic life
6. Local permitting services (except as noted)
7. Participation in presentations and public hearings
8. Regulatory application and other fees that may be required by federal, state, or local agencies
9. Professional Design Services other than specifically noted herein
10. Attendance to meetings except as noted herein
11. Landscape Architecture and preparation of planting plans, plant list, or plant specifications
12. Design of utilities such as electrical, water, and sanitary service
13. Design of repairs to ancillary structures.
14. Use of REVIT® to prepare drawing product
15. Preparation of an Opinion of Probable Cost
16. Construction Management
17. Corrective revisions due to errors in fabrication or placement of items by a construction contractor or his sub-contractors.
18. Review and approval of alternate designs proffered by the contractor.
19. Assessment of changes that may be required due to unforeseen conditions
20. Reproduction, mailing and courier costs

Basic Services to be provided in this Agreement are based on information provided by the Client. It shall be understood by the Client that conditions may be revealed during the course of the project that were unknown during preparation of this Agreement. Such conditions may require *Additional Services* to be performed.



3. ESTIMATED FEES:

Basic Services

The Scope of Services identified in Section 1 includes the *Basic Services* of this Agreement. The estimated fees for the *Basic Services* are broken down by Task on the following Fee Schedule. Time and Expense (“T&E”) Billings will be invoiced as time and expenses are incurred. If a budget number is included, this is for reference only and not necessarily indicative of final billing amounts. RACE will make efforts to advise the Client if the budget is exceeded.

ESTIMATED FEE TABLE⁽¹⁾

Summary Phase Description	Budgeted Hours	Total Basic Services Fees
EST. PROJECT TOTAL	1,220	\$ 184,740
<u>Phase A-9: Construction Administration</u>		
Pre-Construction Services	86	\$ 13,410
Submittal Review	80	\$ 12,120
Project Meetings	124	\$ 18,540
Observation of Work in Progress	758	\$ 107,970
Review of Contractor’s App. For Payment	34	\$ 5,250
Project Close-out Services	78	\$ 11,910
<u>Phase A-10: Concrete Testing</u>	N/A	\$ 6,000
<u>Phase A-11: Design Changes/ Modifications During Construction</u>	60	\$ 9,540

(1) **Potential Additional Costs**

RACE has based our fees on a 12-month duration which we believe to be reasonable for the base bid work. If either; 1) contractor schedule extends beyond this assumption; 2) increase frequency of concrete testing is required, or 3) additional time is required outside the control of RACE, then additional fees will apply. RACE will advise Client if hours are projected to exceed proposed amounts.



Additional Services

During the course of the Work, the Client may authorize services that are not specifically included in the Scope of Services. Such services are identified as *Additional Services*. The fees for *Additional Services* are NOT included in the fees for the *Basic Services*. All time and materials invoices and all *Additional Services* which may be required or requested by the Client during the performance of the *Basic Services* shall be invoiced per the following Rate Schedule for the professional services indicated. These rates are subject to change at the beginning of each calendar year.

2024 RATE SCHEDULE

POSITION	HOURLY RATE	POSITION	HOURLY RATE
Principal	\$225.00	Project Engineer	\$155.00
VP of Coastal Engineering	\$225.00	Engineer	\$135.00
Project Manager	\$195.00	Field Technician	\$125.00
Senior Engineer	\$175.00	CAD Operator	\$125.00
Coastal Engineer	\$160.00	Administrative	\$75.00



4. GENERAL TERMS AND CONDITIONS:

This Agreement shall be governed by the laws of the State of Connecticut.

Payment Terms All reimbursable expenses shall be invoiced at direct cost plus 10% overhead expense. Reimbursable expenses shall include such expenses as: overnight deliveries; courier services; reproduction of documents; shipping and mailing expenses; and any other disbursement including, without limitation, application fees made on behalf of the Client. The total fee payable, projected prior to commencement of services, if stated, shall be a reasonable estimate subject to change. The final fee shall not exceed by more than 10% of such estimate, exclusive of reimbursable expenses, without prior written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those included as a part of this Agreement.

Invoices for professional services shall be submitted, at the option of the Engineer, either upon completion of such services or on a monthly basis. Invoices shall be payable within thirty (30) days after the date of the invoice. All billings over thirty (30) days past due will be subject to interest charges of 1.0% per month on the unpaid balance. In the event that part or all of the account remains unpaid in full, ninety (90) days after initial billing, the Client shall be responsible for all costs of collection including, without limitation, reasonable attorney's fees. This Agreement is notice, where required, that the Engineer shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of RACE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

Unconditional Payment Payment to RACE is expressly not conditioned upon the Client receiving any payment from third parties who are not a party to this Agreement, such as property owners, developers, funding agencies.

Risk Allowance The parties to this Agreement agree that the risks of the proposed project shall be those as set forth in the PURCHASING AUTHORITY TOWN OF FAIRFIELD INSTRUCTIONS FOR BIDDERS TERMS AND CONDITIONS OF BID No. 22-58, which are herein incorporated by reference into this Agreement.

Standard of Care The Standard of Care as defined under this Agreement shall mean the rendering of services with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline under similar circumstances, and do so in a reasonably careful and prudent manner. Services requested by the Client, which are in the opinion of RACE, beyond the normal Standard of Care, are considered as *Additional Services*.

Flow of Work Fees assume a steady progression of the work from start to finish. A start-up fee will be charged to resume work delayed for more than 30 days for any reason. This Agreement for engineering services is based upon the assumption that the Client will provide all required

information in a timely manner. RACE will not be expected to proceed with portions of his work until necessary information to be provided by the Client and requested in writing by RACE has been provided. If the Client requests RACE to perform work out of sequence or based upon preliminary information, then additional time required to perform work under these circumstances or to revise work based on revised project data or criteria supplied by the Client will be billable as *Additional Services*.

Opinion of Probable Costs In providing an Opinion of Probable Cost for any construction work, it shall be understood by the Client that RACE has no control over the cost or availability of labor, equipment, materials, market conditions, or the Contractor's method of pricing. Any Opinion of Probable Cost provided by RACE is made on the basis of professional judgment and experience. RACE makes no warranty, express or implied, that any bids or negotiated cost of the Work will not vary from the Opinion of Probable Cost provided.

Ownership of Documents All documents produced by RACE under this Agreement, such as drawings, specifications, and computer files, are instruments of service and shall remain the property of RACE and may not be altered or used by the Client for any other endeavor without the written consent of RACE.

Concealed Conditions It is understood by the parties to this Agreement that the evaluation, reconstruction or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions which are concealed or otherwise not visible. Some of these assumptions may not be verifiable without significant cost or destroying otherwise adequate and serviceable portions of the structure. Where it is impractical to verify assumptions concerning hidden conditions, RACE assumes no responsibility for any additional costs or liabilities associated with existing conditions which deviate from that assumed.

Existing Conditions Information on the existing structures have been obtained from existing drawings, preliminary site visits, and other documents. This Agreement is based upon the assumption that the construction of the existing structures was done in strict accordance with these drawings or with common construction standards and that the existing structural elements are, unless noted herein, in sound condition and are fully permitted with all required regulatory agencies. No attempt has been made to verify the integrity of the existing structures other than what will be explicitly shown on our drawings, and we assume no responsibility for its condition if it should turn out not to be adequate. It shall be the responsibility of the contractor for the construction of the new structure to report to RACE immediately any discrepancies and any evidence of impairment of structural strength found during the course of construction.

Client Provided Information RACE shall be entitled to generally rely on the accuracy and completeness of information and documents furnished by Client and by other



consultants such as surveys, soil boring logs, geotechnical reports, and working drawings of existing structures. Any substantial inaccuracies in the quality or completeness of information provided which requires a substantial effort to change or correct our work which is based on Client provided information shall constitute a change in the Scope of Services and be subject to the provisions which pertain to *Additional Services*.

Jobsite Safety Neither the professional activities of **RACE**, nor the presence of **RACE** or its sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Time Period for Accepting Contract This Agreement is valid for a period of 30 days, after which the Consultant reserves the right to review and revise the estimated fee, time schedule, and other terms specified herein.

Alternate Dispute Resolution All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof (except claims by **RACE** or its associates for fees and costs for professional services) will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

Contract Signatures The individual executing this Agreement, if acting on behalf of a partnership, corporation, or funding agency, represents that he has the authority to do so.

Discovery of Unanticipated Hazardous Materials Hazardous materials or certain types of hazardous materials may exist where there is no reason to believe they could or should be present. **RACE** and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The Client and **RACE** also agree that the discovery of unanticipated hazardous materials may make it necessary for **RACE** to take immediate measures to protect human health and safety, and/or the environment. **RACE** agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages **RACE** to take any and all measures that in **RACE**'s professional opinion are justified to preserve and protect the health and safety of **RACE**'s personnel and the public, and/or the environment, and the Client agrees to compensate **RACE** for the additional cost of such work. In addition, the Client waives any claims against **RACE** and agrees to indemnify for injury or loss arising from **RACE**'s encountering unanticipated hazardous materials or suspected hazardous materials. The Client also agrees to compensate **RACE** for any time spent and any expenses incurred by **RACE** in defense of any such claim, with such compensation to be based upon **RACE**'s prevailing fee schedule and expense reimbursement policy.

Indemnification The Client agrees to hold harmless and indemnify **RACE** for and against all claims, damages, awards and costs of defense arising out of delays in or failures of **RACE**'s performance resulting from events beyond the control of **RACE**. The Client agrees to stipulate within the contract documents between the Contractor and the Client, that the Contractor or Client shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance in a reasonable amount of coverage which names **RACE**, the Contractor, the Client, and the Client's agents as additional insureds.

Delivery of Electronic Files In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by **RACE**, the Client agrees that all such electronic files are instruments of service of **RACE**, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of **RACE**. The Client further agrees to waive all claims against **RACE** resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than **RACE**. The Client and **RACE** shall agree upon the format for any electronic files furnished by either party prior to the initiation of work. Any changes to the electronic specifications by either the Client or **RACE** are subject to review and acceptance by the other party. Additional services by **RACE** made necessary by changes to the electronic file specifications shall be compensated for as *Additional Services*. Electronic files furnished by either party shall be subject to an acceptance period of thirty (30) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by **RACE** and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless **RACE**, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than **RACE** or his designate from any reuse of the electronic files without the prior written consent of **RACE**. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by **RACE**, and **RACE** makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall **RACE** be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files, unless those damages are a result of an error or omission which is shown on both the hard-copy documents and the electronic files.



Termination

- (1) This Agreement between the Client and **RACE** may be terminated by either party and shall be deemed effective upon receipt of seven (7) days prior written notice.
- (2) If this Agreement is terminated during the course of performance of the work, **RACE** shall be paid within seven (7) days of such termination the reasonable value

of the services performed during the period prior to the effective date of termination.

- (3) If, prior to termination of this Agreement, any work by **RACE** during any phase of the work is suspended in whole or in part for more than three (3) months or abandoned after written notice from the Client, **RACE** shall be paid for such services performed prior to receipt of such notice.

5. AUTHORIZATION:

We are prepared to undertake this project upon receipt of your written authorization to proceed. Please sign this Agreement and return one fully executed copy and the requested retainer fee to this office. We recommend that you retain a copy for your records. If you have any questions, please do not hesitate to contact the undersigned. We are looking forward to working with you on this project.

OFFERED BY:



Devin Santa, PE
President

(printed name/title)

RACE COASTAL ENGINEERING, INC.

AUTHORIZED BY:

(authorized signatory)

(Date)

(printed name/title)

Town of Fairfield

For (Client Name)





Davison Environmental, LLC
10 Maple Street
Chester, CT 06412
860-803-0938
www.davisonenvironmental.com

PROJECT PROPOSAL AND CONTRACT

Client Contact and Billing Information:

Client: sign & print below*

Name: Megha Jain

Date: 8-19-24

Contact: Town of Fairfield

Address: _____

*By signing you acknowledge
acceptance of the contract terms
and conditions listed on page 2

Email: _____

Phone: _____

Project Service: State-listed Species Protection Plan

Project Location: Pine Creek Fairfield

Costs

Lump Sum Fee: \$6,000.00

- Payment Terms:
- \$1,500.00 retainer due at the start of work.
 - Payments due within 30 days of invoice issuance.
 - All work to be billed hourly at \$175/hr including travel portal to portal plus mileage at the federal reimbursement rate.

Project Specific Tasks

1. Development of a species protection plan in compliance with CTDEEP NDDDB Determination No. 202201926 dated June 24, 2024. Tasks include:
 - a. Review of the project plans and other relevant documents.
 - b. Conduct a site visit to evaluate habitat for diamondback terrapin (*Malaclemys terrapin*) and wintering habitat for the short-eared owl (*Asio flammeus*) within and immediately adjacent (within 200m) of the project area (as property access permits within the 200m buffer zone).
 - c. Suitable habitat for target species (if found) will be field mapped (using a Trimble GPS unit capable of submeter level accuracy), characterized (i.e., physical, hydrologic and vegetative characteristics) and the location and extent of suitable habitat will be displayed on GIS based mapping.
 - d. Development of a Species Protection Plan document including mapping and photographs necessary to convey findings. The plan will include recommended measures to implement for work extending beyond the recommended time of year restriction of December 1st.
 - e. Coordinate with Project team to finalize the protection plan (3hrs included).

Note this proposal does not include implementation of the protection plan, including contractor training, construction oversight or coordination.

CONTRACT CONDITIONS

- a) By acceptance of this contract you acknowledge and understand that wetland delineation requires interpretation of soil, vegetation and hydrology based on sampling a portion of those parameters in various areas, and interpolation from surface indicators such as and landscape position. Watercourse and vernal pool identification requires interpretation of biologic, soils, and hydrologic conditions at a single point in time that may vary over time. These interpretations require the exercise of professional judgment. Furthermore, certain features may not be evident on air photos or in the field, due to their small size, dense overhanging vegetation, or shadows. Delineation of wetlands and watercourses on disturbed sites requires an additional exercise of professional judgment. In addition, property lines may not be clearly evident in the field, or the base mapping which we are provided may be inaccurate or lack precision. All of these factors are beyond our control. The work will be completed to the best of our ability. However, the local, state and/or federal permitting agencies are the ultimate authority and may, based on their own judgment, accept or reject the wetlands, watercourses and vernal pool delineations, plant or animal identifications, survey techniques, or conclusions that we make.
- b) Cost estimates assume that the site is reasonably walkable; i.e., that no impenetrable brush is present that impedes our access to resources. If dense brush does not allow us to easily walk to complete our work, we will recommend areas to be cleared (e.g., brush hogged) to obtain access. This may result in additional charges billed hourly.
- c) At your request, we may offer a judgment as to the need for, or feasibility of obtaining certain permits within our field of expertise. We are not attorneys. You should consult with an attorney specializing in land use and environmental matters if you require a definitive analysis of permitting requirements. Any judgments in these matters are offered for your convenience. We cannot guarantee the granting of any permits, nor is our fee contingent upon receiving any or all permits.
- d) We are contracting with you strictly as private consultants, not representing any other agency or organization in this matter. Our engagement is solely as an independent contractor, and nothing in this agreement shall be construed as creating the relationship of employer and employee or principal and agent between yourself, and Davison Environmental, LLC.
- e) Hiring of qualified sub-contractors remains at the sole discretion of Davison Environmental, LLC.
- f) Certain wildlife and plant surveys conducted under a CT DEEP Scientific Collector's Permit require that information on the occurrences of state or federally listed wildlife species collected in conjunction with our work on your behalf must be submitted to the appropriate state or federal regulatory agencies.
- g) If site visits are required, legal access to study site(s) is the responsibility of the client or their agent. We will not conduct surveys on land not owned or controlled by the client.
- h) Expenses are billed at cost. Mileage is billed at the prevailing IRS (Federal) expense reimbursement rate.
- i) All bills are payable (due) within 30 days of receipt. All checks are payable to Davison Environmental, LLC, 10 Maple Street, Chester, CT 06412. The EIN # is 47-3135672.
- j) The terms of engagement may be terminated by either party with written notice. In the event of termination all outstanding invoices/pro-rated refunds are immediately due.
- k) Unpaid invoices past 90 days due are subject to a 10% finance charge.
- l) Payment in full is due upon release of reports or other final work products. We reserve the right to withhold work products (e.g., reports) if invoices are past due.
- m) Retainers will be deducted from the final project invoice.

20 YEAR

A RESOLUTION AMENDING AND RESTATING THE EAST TRUNK WETLANDS CROSSING PROJECT RESOLUTION AND THE EAST TRUNK REPLACEMENT PROJECT RESOLUTION TO INCREASE THE TOTAL APPROPRIATION BY \$13,500,000 TO \$30,750,000, THE BOND AUTHORIZATION BY \$13,500,000 TO \$27,000,000 AND TO AMEND AND RESTATE THE PROJECT DESCRIPTION

WHEREAS, on March 27, 2023, the Representative Town Meeting (“RTM”) of the Town of Fairfield, Connecticut (the “Town”) approved a resolution for a project (the “Wetlands Crossing Project”) entitled: “A RESOLUTION APPROPRIATING \$6,250,000 FOR COSTS ASSOCIATED WITH THE INSPECTION AND CONSTRUCTION PHASE OF THE EAST TRUNK WETLANDS CROSSING PROJECT, AUTHORIZING A GRANT TO REIMBURSE \$750,000 OF SUCH APPROPRIATION AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$5,500,000 TO FUND THE BALANCE OF SUCH APPROPRIATION” (the “Initial Resolution”); and

WHEREAS, on May 22, 2023, the Town’s RTM approved a resolution for a project (the “Replacement Project,” together with the Wetlands Crossing Project, the “Projects”) entitled: “A RESOLUTION APPROPRIATING \$11,000,000 FOR COSTS ASSOCIATED WITH THE INSPECTION AND CONSTRUCTION PHASE OF THE EAST TRUNK REPLACEMENT PROJECT, AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$8,000,000 TO FUND A PORTION OF SUCH APPROPRIATION” (the “Second Resolution,” together with the Initial Resolution, the “Resolutions”); and

WHEREAS, the total appropriation included in the Resolutions is \$17,250,000 (the “Appropriation”), with \$3,750,000 to be funded by grants previously approved by the Town boards (the “Grants”) including an Urban Act Grant in the amount of \$750,000 and a Connecticut Community Challenge Grant in the amount of \$3,000,000 (collectively the “Grant Authorization”) and \$13,500,000 to be funded by bonds issued by the Town (the “Bond Authorization”); and

WHEREAS, to date, the Town has issued a total of \$9,000,000 in bonds for the Projects, leaving \$4,500,000 remaining on the Bond Authorization under the Resolutions; and

WHEREAS, the bids for the Projects came in significantly higher than originally anticipated requiring an increase in the Appropriation from \$17,250,000 to \$30,750,000 (the “Amended Appropriation”) and an increase in the Bond Authorization from \$13,500,000 to \$27,000,000 (the “Amended Bond Authorization”); and

WHEREAS, with regard to the Amended Bond Authorization, the Town shall be responsible for a maximum amount of \$13,500,000 to be paid by the Town from its General Fund and/or Capital Fund, and the WPCA shall be responsible for a maximum amount of \$13,500,000 to be paid from its reserves or bonds that the Town issues on its behalf with debt service on such bonds to be paid by the WPCA; and

WHEREAS, since the project descriptions in both Resolutions overlap and the project description has expanded, the Town desires to amend and restate the project description as further reflected herein (the “Revised Project Description”); and

WHEREAS, it is necessary for the Town to amend and restate the Resolutions to reflect the Amended Appropriation, the Amended Bond Authorization, the Grant Authorization and the Revised Project Description; and

NOW THEREFORE, BE IT RESOLVED, that the Resolutions are hereby amended and restated to provide as follows:

RESOLVED:

1. As recommended by the Board of Finance and the Board of Selectmen, the Town of Fairfield (the “Town”) hereby appropriates the sum of Thirty Million Seven Hundred Fifty Thousand and 00/100 (\$30,750,000) Dollars for costs of inspection and construction related to the East Trunk Sewer Line Replacement project, such costs to include, but not be limited to, the replacement of existing sanitary sewer pipe with new pipe across the Ash Creek Inlet wetlands adjacent to the Metro Center until Kennard Street, the installation of new sanitary sewer trunk line from Kennard Street to Post Road to replace aged and undersized sections of the sewer main, sewer bypass pumping, dewatering and rerouting rear side residential lateral connections to the proposed sewer line, and all related design, environmental inspection, administrative, financing, legal, contingency and other soft costs (the “Project”).
2. The First Selectman is hereby authorized and directed to negotiate and accept the terms of Grants in the amount of Three Million Seven Hundred Fifty Thousand and 00/100 (\$3,750,000) Dollars to fund a portion of the Project. The First Selectman is also hereby authorized to enter into, on behalf of the Town, grant agreements or other documents memorializing the terms of the Grants and to take all action necessary or reasonably required to carry out, give effect and consummate such Grants including executing on behalf of the Town such documents, agreements, contracts and certificates as deemed to be necessary or advisable by the First Selectman.
3. As recommended by the Board of Finance and the Board of Selectmen, the Town may borrow a sum not to exceed Twenty- Seven Million and 00/100 (\$27,000,000) Dollars to fund the balance of the appropriation and issue its general obligation bonds/bond anticipation notes for such indebtedness under its corporate name and seal and upon the full faith and credit of the Town in an amount not to exceed said sum for the purpose of financing the appropriation for the Project.
4. The Board of Selectmen, the Treasurer and the Chief Fiscal Officer of the Town are hereby appointed a committee (the “Committee”) with full power and authority to cause said bonds to be sold, issued and delivered; to determine their form and terms, including provision for redemption prior to maturity; to determine the aggregate principal amount thereof within the amount hereby authorized and the denominations and maturities thereof; to fix the time

of issue of each series thereof and the rate or rates of interest thereon as herein provided; to determine whether the interest rate on any series will be fixed or variable and to determine the method by which the variable rate will be determined, the terms of conversion, if any, from one mode to another or from fixed to variable; to set whatever other terms of the bonds they deem necessary, desirable or appropriate; to designate the bank or trust company to certify the issuance thereof and to act as transfer agent, paying agent and as registrar for the bonds, and to designate bond counsel. The Committee shall have all appropriate powers under the Connecticut General Statutes, as amended (the "Statutes") including Chapter 748 (Registered Public Obligations Act) and Chapter 109 (Municipal Bond Issues) to issue, sell and deliver the bonds and, further, shall have full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and under rules of the Securities and Exchange Commission, and other applicable laws and regulations of the United States, to provide for issuance of the bonds in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the bonds in order that the interest on the bonds be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, expenditure of proceeds within required time limitations, the filing of information reports as and when required, and the execution of Continuing Disclosure Agreements for the benefit of the holders of the bonds and notes.

5. The First Selectman and Treasurer or Chief Fiscal Officer, on behalf of the Town, shall execute and deliver such bond purchase agreements, reimbursement agreements, line of credit agreement, credit facilities, remarketing, standby marketing agreements, standby bond purchase agreements, and any other commercially necessary or appropriate agreements which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the sale and issuance of bonds, and if the Committee determines that it is necessary, appropriate, or desirable, the obligations under such agreements shall be secured by the Town's full faith and credit.
6. The First Selectman and Treasurer or Chief Fiscal Officer shall execute on the Town's behalf such interest rate swap agreements or similar agreements related to the bonds for the purpose of managing interest rate risk which the Committee determines are necessary, appropriate or desirable in connection with or incidental to the carrying or selling and issuance of the bonds, and if the Committee determines that it is necessary, appropriate or desirable, the obligations under such interest rate swap agreements shall be secured by the Town's full faith and credit.
7. The bonds may be designated "Public Improvement Bonds of the Town of Fairfield", series of the year of their issuance and may be issued in one or more series, and may be consolidated as part of the same issue with other bonds of the Town; shall be in serial form maturing in not more than twenty (20) annual installments of principal, the first installment to mature not later than three years from the date of issue and the last installment to mature not later than twenty (20) years from the date of issuance or as otherwise provided by statute. The bonds may be sold at an aggregate sales price of not less than par and accrued interest at public sale upon invitation for bids to the responsible bidder submitting the bid

resulting in the lowest true interest cost to the Town, provided that nothing herein shall prevent the Town from rejecting all bids submitted in response to any one invitation for bids and the right to so reject all bids is hereby reserved, and further provided that the Committee may sell the bonds on a negotiated basis, as provided by statute. Interest on the bonds shall be payable semi-annually or annually. The bonds shall be signed on behalf of the Town by at least a majority of the Board of Selectmen and the Treasurer, and shall bear the seal of the Town. The signing, sealing and certification of the bonds may be by facsimile as provided by statute.

8. The Committee is further authorized to make temporary borrowings as authorized by the Statutes and to issue temporary notes of the Town in anticipation of the receipt of proceeds from the sale of the bonds to be issued pursuant to this resolution. Such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the Statutes. Notes evidencing such borrowings shall be signed by the First Selectman and Treasurer or Chief Fiscal Officer, have the seal of the Town affixed, which signing and sealing may be by facsimile as provided by statute, be certified by and payable at a bank or trust company incorporated under the laws of this or any other state, or of the United States, be approved as to their legality by bond counsel and may be consolidated with the issuance of other Town bond anticipation notes. The Committee shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Statutes and shall have all powers and authority as set forth above in connection with the issuance of bonds and especially with respect to compliance with the requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder in order to obtain and maintain issuance of the notes in tax exempt form.
9. Pursuant to Section 1.150-2, as amended, of the Federal Income Tax Regulations the Town hereby declares its official intent to reimburse expenditures (if any) paid for the Project from its General or Capital Funds, such reimbursement to be made from the proceeds of the sale of bonds and notes authorized herein and in accordance with the time limitations and other requirements of said regulations.
10. The First Selectman, Chief Fiscal Officer and Town Treasurer are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders 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.
11. The Committee is hereby authorized to take all action necessary and proper for the sale, issuance and delivery of the bonds and notes in accordance with the provisions of the Statutes and the laws of the United States.
12. The First Selectman or other proper Town official is authorized to apply for and accept any available State or Federal grant, in addition to the Grants as defined in paragraph 2

herein, in aid of the financing of the Project, and to take all action necessary and proper in connection therewith. Any such grants or contribution received prior to the issuance of the Bonds authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation notes issued pursuant this resolution and, except for the Grants, shall reduce the amount of the Bonds that can be issued pursuant to this resolution. Any grants and contributions received after the issuance of the Bonds, except for the Grants, shall be applied to pay the principal on the Bonds or as otherwise authorized by the Board of Selectmen, Board of Finance and Representative Town Meeting provided such application does not adversely affect the tax-exempt status of the Bonds or the Town's receipt of such grant or contribution.



FOURTEEN POINTS FOR THE EAST TRUNK SEWER LINE REPLACEMENT PROJECT

Capital Bonding Request for \$ 13.5 M

1. PURPOSE - The Town received Bids for this project on June 20, 2024 and have selected the lowest Bidder Collona Concrete with a bid amount of \$ 24.9 M. The total project cost including contingencies is \$ 30.75 M and requires additional \$ 13.5 M for the replacement of approx. 311 linear feet of 33" sewer pipe with a new 36" of sewer pipe from embankment across the Ash Creek Inland wetlands adjacent to the Metro Center until Kennard Street and installing approx. 2500 linear feet of 36" sewer pipe from Kennard Street to Post Road along with other supplemental work necessary to complete the project which includes sewer bypass pumping, dewatering and rerouting rear side residential lateral connections to the proposed line.
2. BACKGROUND: The sewer was originally constructed in 1947 and follows the layout of Ash Creek. There is indications that the pipe has sagged and joints have opened up along this section, allowing inflow and infiltration further limiting capacity of the trunk line and limiting future development as the existing line has trouble meeting existing flows. With construction of the new sewer, inflow and infiltration should be reduced significantly, the number of SSOs reduced, easier maintenance access and better resiliency against Ash Creek flows and rising sea level. This project will reduce Inflow & Infiltration (I&I), reduce Sewer System Overflows (SSO), and increase capacity for future development.
3. DESCRIPTION OF PROPOSAL: The Town is seeking additional funds to construct the project. The proposal is to install approximately 311 linear feet of an existing 33" sanitary sewer pipe with a new 36" pipe along the same alignment within an embankment across the Ash Creek Inlet wetlands adjacent to the Metro Center until Kennard Street and approx. 2500 linear feet of a new 36 inch diameter sanitary sewer trunk line from Kennard Street to Post Road to replace aged and undersized section of sewer main susceptible to Inflow and Infiltration, Sewer System Overflows with access issues. Other supplemental work necessary to complete the project includes sewer bypass pumping, dewatering and rerouting rear side residential lateral connections to the proposed line.

The existing line would be abandoned upon completion of the project. The project is expected to take 20 months depending on notice to proceed and if winter work can be performed.

4. RELIABILITY OF COST ESTIMATE - Reliability is an 8 based on a scale of 1 to 10. The lowest Contract Bid received is \$ 24.9M. The Town estimates the total project cost to be \$ 30.75 M including contingencies.
5. INCREASED EFFICIENCY AND PRODUCTION – The existing sewer main will remain operational during construction. In some cases bypass pumping will be required when tying into the existing system manholes. The larger pipe diameter will increase flow capacity of the existing sewer trunk line.
6. ADDITIONAL LONG RANGE COSTS - Typical maintenance of the line over the long term is expected, although there should be significantly less maintenance costs compared to maintaining the existing line “currently”.
7. ADDITIONAL USE OR DEMAND – According to the Wright Pierce Hydraulic Report, there will be some reserve capacity for future development projects.
8. ALTERNATIVES TO THIS REQUEST - There are a few alternatives that were brought up in the past. They are constructing a pump station instead of sewer main project, creating a bypass/ overflow pipe, relining the existing pipe and trenchless technology or do nothing alternative. Each alternative has been investigated conceptually- but are anticipated to be more costly or less feasible. After analyzing each alternative Town decided to move forward with replacing the existing 33” pipe with 36” pipe along the same alignment within an embankment across the Ash Creek Inlet wetlands till Kennard Street adjacent to the Metro Center and on another section installing a new 36” pipe from Kennard Street to Post Road.
9. SAFETY- With the proposed project reducing Inflow and Infiltration, reducing sewer system overflows and providing easier access during storms, safety can be improved by providing improvement to Water Quality, hence better health/safety. Easier access to manholes should provide better safety for workers than manholes near the creek especially during storm events.
10. ENVIRONMENTAL CONSIDERATIONS – The proposed project should help reduce potential violations with DEEP for SSOs. The restoration of the liner and disposal of any excess polluted contaminant and capped material will be administered by the Licensed Environmental Professional (LEP) hired by the Town.
11. INSURANCE - Contractor will be required to have insurance per contract documents prior to commencement of project.

12. FINANCING –

Total Project Cost - \$ 30.75 M

Urban Act Grant - 750K

Connecticut Community Challenge Grant - \$ 3M

WPCA Bonded Amount Approved - \$ 9M

Remaining Amount to be authorized for Bonding – 4.5M

Additional Capital Bonding Request for - \$ 13.5 M

13. OTHER CONSIDERATIONS – Town received a \$3 million commitment under the CT Challenge Program. Town acquired \$750K in Urban Act funds to apply toward construction. That grant term expires December 31, 2024, for which Town will have to request a further extension and provide an updated schedule since the original grant dates back to 2017.

14. APPROVALS -

WPCA	August 21, 2024
Board of Selectman	August 28, 2024
Board of Finance	September 3, 2024
RTM	September 16/23, 2024

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the ____ day of _____, 2024 by and between the Town of Fairfield, Connecticut (the “Town”) and the Water Pollution Control Authority in the Town (the “WPCA”).

WHEREAS, on _____, 2024, the Town’s Representative Town Meeting (“RTM”) approved a resolution related to the East Trunk Sewer Line Replacement project (the “Revised Project”), which resolution amended and restated two prior resolutions related to the East Trunk Project, and is entitled “A RESOLUTION AMENDING AND RESTATING THE EAST TRUNK WETLANDS CROSSING PROJECT RESOLUTION AND THE EAST TRUNK REPLACEMENT PROJECT RESOLUTION TO INCREASE THE TOTAL APPROPRIATION BY \$13,500,000 TO \$30,750,000, THE BOND AUTHORIZATION BY \$13,500,000 TO \$27,000,000 AND TO AMEND AND RESTATE THE PROJECT DESCRIPTION” (the “Amended East Trunk Resolution”); and

WHEREAS, on _____, 2024, the RTM also approved a Supplemental Resolution related to the Amended East Trunk Resolution which: 1) allocated costs for debt service related to the \$27,000,000 bond authorization (the “Funding Amount”) to be paid by the Town from its General Fund and/or Capital Fund in an amount not to exceed \$13,500,000 and by the WPCA from its own funds in an amount not to exceed \$13,500,000; 2) stated that the obligation of the WPCA shall be set forth in a memorandum of understanding (“MOU”) with the Town satisfactory to the First Selectman, and 3) stated that the First Selectman is authorized to execute the MOU on behalf of the Town; and

WHEREAS, the WPCA’s Board of Commissioners approved the Revised Project and agreed to reimburse the Town for debt service on any bonds and notes issued by the Town in connection with the costs of the Revised Project in an amount not to exceed \$13,500,000.

NOW THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the Town and the WPCA agree to the following:

1. Of the Funding Amount, the Town shall be responsible for a maximum amount of \$13,500,000, and the WPCA shall be responsible for the balance in the amount of \$13,500,000 (the “WPCA Allocation”); and
2. The WPCA may fund any or all of the WPCA Allocation from its reserves or may request that the Town issue bonds on its behalf; and
3. To the extent the Town issues any bonds or notes on behalf of and at the request of the WPCA to fund costs related to the WPCA Allocation, the WPCA will be responsible for and pay the full debt service on such bonds or notes based on a schedule established by the Town for repayment of the bonds or notes; and

4. The WPCA agrees to use its reserves, assess user fees or raise other monies sufficient to fund the debt service on such bonds or notes.

IN WITNESS WHEREOF, each party intending to be bound, has executed this Memorandum of Understanding to reflect his or its agreement with the terms hereof.

TOWN OF FAIRFIELD

By: William A. Gerber
Its: First Selectman

WATER POLLUTION CONTROL
AUTHORITY

By: Matthew Manchisi
Its: Chair

SUPPLEMENTAL RESOLUTION

WHEREAS, on March 27, 2023, the Representative Town Meeting (“RTM”) of the Town of Fairfield, Connecticut (the “Town”) approved a resolution for a project (the “Wetlands Crossing Project”) entitled: “A RESOLUTION APPROPRIATING \$6,250,000 FOR COSTS ASSOCIATED WITH THE INSPECTION AND CONSTRUCTION PHASE OF THE EAST TRUNK WETLANDS CROSSING PROJECT, AUTHORIZING A GRANT TO REIMBURSE \$750,000 OF SUCH APPROPRIATION AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$5,500,000 TO FUND THE BALANCE OF SUCH APPROPRIATION” (the “Initial Resolution”); and

WHEREAS, on May 22, 2023, the Town’s RTM approved a resolution for a project (the “Replacement Project,” together with the Wetlands Crossing Project, the “Projects”) entitled: “A RESOLUTION APPROPRIATING \$11,000,000 FOR COSTS ASSOCIATED WITH THE INSPECTION AND CONSTRUCTION PHASE OF THE EAST TRUNK REPLACEMENT PROJECT, AND AUTHORIZING THE ISSUANCE OF BONDS IN AN AMOUNT NOT TO EXCEED \$8,000,000 TO FUND A PORTION OF SUCH APPROPRIATION” (the “Second Resolution,” together with the Initial Resolution, the “Resolutions”); and

WHEREAS, the total appropriation included in the Resolutions is \$17,250,000 (the “Appropriation”), with \$3,750,000 to be funded by grants previously approved by the Town boards (the “Grants”) including an Urban Act Grant in the amount of \$750,000 and a Connecticut Community Challenge Grant in the amount of \$3,000,000 (collectively the “Grant Authorization”) and \$13,500,000 to be funded by bonds issued by the Town (the “Bond Authorization”); and

WHEREAS, to date, the Town has issued a total of \$9,000,000 in bonds for the Projects, leaving \$4,500,000 remaining on the Bond Authorization under the Resolutions; and

WHEREAS, the bids for the Projects came in significantly higher than originally anticipated requiring an increase in the Appropriation from \$17,250,000 to \$30,750,000 (the “Amended Appropriation”) and an increase in the Bond Authorization from \$13,500,000 to \$27,000,000 (the “Amended Bond Authorization”); and

WHEREAS, since the project descriptions in both Resolutions overlap and the project description has expanded, the Town desires to amend and restate the project description as further reflected herein (the “Revised Project Description”); and

WHEREAS, simultaneously herewith, the Town adopted at the request of the Water Pollution Control Authority (“WPCA”) a Resolution entitled “A RESOLUTION AMENDING AND RESTATING THE EAST TRUNK WETLANDS CROSSING PROJECT RESOLUTION AND THE EAST TRUNK REPLACEMENT PROJECT RESOLUTION TO INCREASE THE TOTAL APPROPRIATION BY \$13,500,000 TO \$30,750,000, THE BOND AUTHORIZATION BY \$13,500,000 TO \$27,000,000 AND TO AMEND AND RESTATE THE PROJECT DESCRIPTION” (the “Amended Resolution”); and

WHEREAS, the Amended Resolution authorizes: 1) the Amended Appropriation, 2) the Grant Authorization, 3) the Amended Bond Authorization in an amount not to exceed \$27,000,000 (the “Bonds”), and 4) approves the Revised Project Description (the “Revised Project”); and

WHEREAS, while the Town is liable for the debt service on the Bonds, for internal accounting purposes, it is appropriate that the debt service on the Bonds (the “Costs”) be allocated between the Town’s General Fund and/or Capital Fund and the funds of the WPCA; and

WHEREAS, the WPCA has agreed to pay for the Costs of the Revised Project not paid from the Town’s General Fund, Capital Fund or from grant proceeds, in an amount not to exceed \$13,500,000; and

WHEREAS, the Town has agreed to pay for the Costs of the Revised Project in an amount not to exceed \$13,500,000; and

NOW, THEREFORE, IT IS HEREBY:

RESOLVED,

- 1) That the debt service on the Bonds as such debt service becomes due shall be paid by the Town from its General Fund and/or Capital Fund in an amount not to exceed \$13,500,000 and by the WPCA from its own funds in an amount not to exceed \$13,500,000; and
- 2) That the obligation of the WPCA shall be set forth in a memorandum of understanding (the “MOU”) with the Town satisfactory to the First Selectman; and
- 3) That the First Selectman is hereby authorized to execute the MOU on behalf of the Town.

FOURTEEN POINTS OF INFORMATION AND JUSTIFICATION FOR THE
LOWER WHARF IMPROVMENTS AND FISHING PIER REPLACEMENT PROJECT
Town 20% cost share = \$ 162,122 Grant =\$ 1,073,778 Total project= \$ 1,235,900

1. **Background** – The Harbor Commission has submitted preliminary design and permitting to CT DEEP for Lower Wharf Improvements and a complete replacement of the L shaped fishing pier. Pier was destroyed in 2022 Nor easter storm. Town received State Urban Aid Grant to restore/replace retaining wall AND bring fishing pier to its original T shape.
2. **Purpose and Justification** –The fishing pier is a popular spot enjoyed by many members of the public. Fishing, wildlife viewing and people enjoying views of Long Island Sound and Southport Harbor. It is one of the only 3 public access areas in Southport. The stone retain walls need replacement. The retaining walls hold up the Lower Wharf land, if left untreated over time, scour will continue to occur and the sections of the park will be lost forever.
3. **Detailed Description of Proposal** – The proposal includes repair and replacement of stone retaining walls and complete replacement of the fishing pier. The Harbor Management Commission has hired a consultant who is providing survey, plans, permits and specifications for Contract Bid. Town will utilize same consultant to finish and update design plans and permitting.
4. **Reliability of Cost Estimate** – Originally Provided by the Consultant, a Coastal Engineering Firm with decades of Coastal Construction experience. The reliability of costs on a scale of 0 to 10 is estimated at 8 based on current coastal construction projects and will have to be updated pending final plans. Construction should occur in FY 25. If costs increase, scope will be lessened or project will have to come back to Town boards for further funding.
5. **Increased Efficiency or Productivity** – Allow public safer access to fishing pier and Lower Wharf Park.
6. **Additional Long-Range Costs** – Typical Maintenance costs. Short- and long-term maintenance costs would be reduced significantly in a ten-year window with new construction.
7. **Additional Use or Demand on Existing Facilities** –Project anticipates increase in use with new construction.
8. **Alternatives to this Request** –The “Do nothing” option closes the fishing pier indefinitely and Town loses grant money.
9. **Safety and Loss Control** – Allow the public access.

10. **Environmental Considerations** – All projects will investigate environment impacts. DEEP permit has been approved for L shape pier. Consultant will proceed with permit for wall and pier extension.
11. **Insurance** – Any selected contractors will be required to carry the necessary insurance prescribed by the Purchasing Department.
12. **Financing** – Project was approved in FY 24. Project was bonded for \$ 160,000 as part of the Non-Recurring Capital budget 2/27/23. Fishing Pier is estimated to have an average 30-year service life with routine maintenance. (25 years for decking, 40-50 years for piles).
13. **Other Considerations**: None.
14. **Other Approvals**:

Board of Selectman	-	Aug 2024
Board of Finance	-	Sep 2024
RTM	-	Sep 2024

2024 Bond Request Form

1. Name of project: Lower Wharf Reconstruction (Improvements) project.
2. Address of project: 1085 Harbor Road, Fairfield CT (Southport 06890)
3. Legislators supporting: State Senator Tony Hwang, 28th Senate District
4. Date submitted: 5/17/2024
5. Amount of state bond request: \$ 1,235,900.00 (See attached Engineer's opinion of probable cost)
6. Total cost of project: \$ 1,235,900.00 (See attached Engineer's opinion of probable cost).
7. Sources of other funding for this project and amounts: (i.e. federal, local, private) Local funds have been expended for surveying, engineering design and permitting costs in amount of \$ 12,432.50, as of 5/30/2023. Additionally, the Town boards have approved potential preliminary expenditures of up to \$ 162,122 for any project construction costs, pending the Town securing other grant or bond funding.
-
8. Description of project:
The proposed project located on Town property (used as a Public Green) includes repair and replacement of stone retaining walls and replacement of a public fishing pier destroyed by a coastal storm in December 2022. Located within a national register historic district, this property provides public access in the form of recreational, wildlife viewing, fishing and general public access to the Southport Harbor and Long Island Sound. Project specifics include reconstruction of damage seawalls, concrete cap and retaining walls that supports the property and replacement of an L shaped (smaller pier) or T shaped (original) public fishing pier (see attached photos to clarify structures and site. The property also hosts community special events such as the annual Southport Harbor " Blessing of the Fleet"and several forms of passive recreation. While the most beneficial outcome is to complete the entire project, it is possible to complete the L shaped portion pending the securing of additional funding.
-
9. Status of project: (i.e. current phase, permits received, designed, federal or local approval, ready for construction): The project has been designed and has received all state (CT DEEP-COP) and Federal (USACE) permits. Upon notice of award, the Town will authorize its Engineering Consultant to provide contract bid documents and plans/specifications in its competitive contract bid package. So essentially the project will be shovel ready within a few months of award notice, with construction to be completed approximately 6 months after contract bid award.
-
10. Contact person and contact information (Name, phone number, email address, etc.):
William Hurley, Engineering Manager, 203-256-3015, whurley@fairfieldct.org

11. Project is anticipated to begin upon receiving state funding (check one):

Immediately _____

Within 6 months X

Within 12 months _____

Comments Upon award, Town Engineering Consultant will finalize contract bid documents and Town Purchasing Dept will follow all competitive contract bid requirements (CHRO, Prevailing Wage and additional requirements, where applicable.

12. Anticipated length of project (months/years): 4 to 6 months

13. Temporary jobs created or retained: 6-10 14. Permanent jobs created or retained: 0

15. Who will benefit from this project and how: This project will benefit the community by restoring a historic waterfront property providing general public access (visual and fishing access to southport Harbor for persons of all ages and abilities.

16. Additional details (if applicable): See attachments (opinion of probable cost, site/design plans, permit approvals, photos/pictures and supplemental information (brochures, documents). The Lower Wharf property at the entrance to Southport Harbor in the Southport Historic District, is a landmark passed by sailors leaving the harbor for ports near and far for more than 250 years. Acquired by the town in 1999, the property is managed by the Fairfield Harbor Management Commission for public use and enjoyment, including enjoyment of scenic views, shore-based fishing, and special community events such as the annual Blessing of the Fleet and Southport Street Parade.

On December 22 and 23, 2022, a powerful storm with wind gusts greater than 50 mph and destructive storm surge affected communities throughout Connecticut and caused significant damage to the Lower Wharf's piers, including the access walkway. Following an assessment by the Town's engineering and risk management officials, the pier was formally closed for public access. The Harbor Management Commission proceeded with applications to the CT Department of Energy and Environmental Protection (DEEP) and U.S. Army Corps of Engineers for, respectively, the state and federal approvals needed to rebuild the structures and repair the stone retaining walls. The state approval was obtained in May 2023; the federal approval in March 2024.

As a public safety precaution, the decking on the piers was removed by the Town's Department of Public Works in July 2023. The pilings, not considered a hazard to navigation, remain in place in May 2024 as the Town seeks to assemble the funds needed to accomplish the necessary reconstruction and repairs.

Please attach a detailed budget that accounts for how the funds will be spent.
Please attach site plans, quotes, pictures and any additional support information.

AGENDA ITEMS FOR THE STATE BOND COMMISSION
JUNE 7, 2024
10:30 A.M.
ROOM 1E LEGISLATIVE OFFICE BUILDING

<u>SOURCE OF FUNDS</u>	<u>ITEM NO.</u>	<u>GENERAL OBLIGATION ALLOCATIONS</u>	<u>REVENUE BONDS/OTHER TRANSACTIONS</u>
PUBLIC ACT #205, 2023 AS AMENDED SECTION 1-7	1-6	\$117,383,302 =====	=====
PUBLIC ACT #205, 2023 AS AMENDED SECTION 12-19	7-8	\$26,000,000 =====	=====
PUBLIC ACT #205, 2023 AS AMENDED SECTION 39-44	9	=====	\$271,403,081 =====
PUBLIC ACT #205, 2023 AS AMENDED SECTION 89	10	\$15,000,000 =====	=====
PUBLIC ACT #118, 2022 AS AMENDED SECTION 313-320	11-12	\$18,130,689 =====	=====
PUBLIC ACT #111, 2021 AS AMENDED SECTION 1-7	13-16	\$5,974,387 =====	=====
PUBLIC ACT #111, 2021 AS AMENDED SECTION 8-11	17	\$30,000,000 =====	=====
PUBLIC ACT #111, 2021 AS AMENDED SECTION 20-26	18-23	\$23,886,555 =====	=====
PUBLIC ACT #111, 2021 AS AMENDED SECTION 40-44	24	=====	\$4,614,400 =====
PUBLIC ACT #111, 2021 AS AMENDED SECTION 45-50	25	=====	\$47,862,860 =====

AGENDA ITEMS FOR THE STATE BOND COMMISSION
JUNE 7, 2024
10:30 A.M.
ROOM 1E LEGISLATIVE OFFICE BUILDING

<u>SOURCE OF FUNDS</u>	<u>ITEM NO.</u>	<u>GENERAL OBLIGATION ALLOCATIONS</u>	<u>REVENUE BONDS/OTHER TRANSACTIONS</u>
PUBLIC ACT #111, 2021 AS AMENDED SECTION 112	26	\$73,652,362 =====	\$1,137,564 =====
PUBLIC ACT #1, 2020 AS AMENDED SECTION 1-7	27	\$800,000 =====	=====
PUBLIC ACT #1, 2020 AS AMENDED SECTION 12-19	28	\$4,500,000 =====	=====
PUBLIC ACT #1, 2020 AS AMENDED SECTION 31-38	29	\$4,500,000 =====	=====
PUBLIC ACT #1, 2020 AS AMENDED SECTION 74	30	\$5,000,000 =====	=====
PUBLIC ACT #1, 2020 JULY SPECIAL SESSION AS AMENDED SECTION 45	31	\$541,332 =====	=====
PUBLIC ACT #2, 2017 JUNE SPECIAL SESSION AS AMENDED SECTION 377-383	32-34	\$7,138,166 =====	=====
PUBLIC ACT #2, 2017 JUNE SPECIAL SESSION AS AMENDED SECTION 388-395	35	\$3,160,000 =====	=====
PUBLIC ACT #2, 2017 JUNE SPECIAL SESSION AS AMENDED SECTION 396-402	36-39	\$8,000,000 =====	=====

AGENDA ITEMS FOR THE STATE BOND COMMISSION
JUNE 7, 2024
10:30 A.M.
ROOM 1E LEGISLATIVE OFFICE BUILDING

<u>SOURCE OF FUNDS</u>	<u>ITEM NO.</u>	<u>GENERAL OBLIGATION ALLOCATIONS</u>	<u>REVENUE BONDS/OTHER TRANSACTIONS</u>
PUBLIC ACT #2, 2017 JUNE SPECIAL SESSION AS AMENDED SECTION 407-414	40-41	\$4,388,046 =====	=====
PUBLIC ACT #2, 2017 JUNE SPECIAL SESSION AS AMENDED SECTION 415-420	42	=====	\$10,000,000 =====
PUBLIC ACT #1, 2015 JUNE SPECIAL SESSION AS AMENDED SECTION 1-7	43-46	\$5,094,662 =====	=====
PUBLIC ACT #1, 2015 JUNE SPECIAL SESSION AS AMENDED SECTION 20-26	47-48	\$3,056,338 =====	=====
PUBLIC ACT #1, 2015 JUNE SPECIAL SESSION AS AMENDED SECTION 31-38	49	\$1,217,627 =====	=====
PUBLIC ACT #1, 2015 JUNE SPECIAL SESSION AS AMENDED SECTION 39-44	50	=====	\$586,994 =====
PUBLIC ACT #1, 2015 JUNE SPECIAL SESSION AS AMENDED SECTION 45-50	51	=====	\$2,650,000 =====
PUBLIC ACT #98, 2014 AS AMENDED SECTION 1-7	52	\$1,250,000 =====	=====

AGENDA ITEMS FOR THE STATE BOND COMMISSION
JUNE 7, 2024
10:30 A.M.
ROOM 1E LEGISLATIVE OFFICE BUILDING

<u>SOURCE OF FUNDS</u>	<u>ITEM NO.</u>	<u>GENERAL OBLIGATION ALLOCATIONS</u>	<u>REVENUE BONDS/OTHER TRANSACTIONS</u>
PUBLIC ACT #239, 2013 AS AMENDED SECTION 1-7	53	\$2,275,000 =====	=====
PUBLIC ACT #189, 2012 AS AMENDED SECTION 43	54	\$1,057,373 =====	=====
PUBLIC ACT #7, 2007 JUNE SPECIAL SESSION AS AMENDED SECTION 20-26	55	=====	\$187,500 =====
PUBLIC ACT #5, 2005 JUNE SPECIAL SESSION AS AMENDED SECTION 17	56	\$50,000,000 =====	=====
PUBLIC ACT #270, 1990 AS AMENDED SECTION 33	57	\$7,761,000 =====	=====
PUBLIC ACT #584, 1987 AS AMENDED SECTION 11-14	58	\$30,000,000 =====	=====
PUBLIC ACT #420, 1986 AS AMENDED SECTION 1-10	59	=====	\$275,000,000 =====
PUBLIC ACT #607, 1979 AS AMENDED SECTION 21	60	\$66,978,933 =====	\$5,861,768 =====
SECTION 10-66jj CONNECTICUT GENERAL STATUTES	61	\$2,944,438 =====	=====
STATE TREASURER GENERAL OBLIGATION BOND SALE	62	=====	\$800,000,000 =====

AGENDA ITEMS FOR THE STATE BOND COMMISSION
JUNE 7, 2024
10:30 A.M.
ROOM 1E LEGISLATIVE OFFICE BUILDING

<u>SOURCE OF FUNDS</u>	<u>ITEM NO.</u>	<u>GENERAL OBLIGATION ALLOCATIONS</u>	<u>REVENUE BONDS/OTHER TRANSACTIONS</u>
STATE TREASURER			\$1,380,000,000
SPECIAL TAX OBLIGATION BONDS	63	=====	=====
DECLARATION OF OFFICIAL INTENT PURSUANT TO FEDERAL INCOME TAX REGULATIONS	64	=====	=====
	Total	<u>\$519,690,210</u>	<u>\$2,799,304,167</u>

FINDINGS

AGENDA ITEMS FOR THE STATE BOND COMMISSION
JUNE 7, 2024
ROOM 1E LEGISLATIVE OFFICE BUILDING
10:30 A.M.

- A. IN ACCORDANCE WITH CGS §3-20(g)(1)(A)(ii) THE SECRETARY OF THE STATE BOND COMMISSION CERTIFIES THAT THE BOND AUTHORIZATIONS CONTAINED IN THE AGENDA ITEMS FOR TODAY'S MEETING, TOGETHER WITH ALL PRIOR BOND AUTHORIZATIONS APPROVED THIS FISCAL YEAR, TOTAL \$1,944,862,028 IN THE AGGREGATE AND DO NOT EXCEED \$2,400,000,000 THE FISCAL YEAR LIMIT ESTABLISHED IN ACCORDANCE WITH CGS §3-20(d)(2).
- B. UNLESS OTHERWISE NOTED, THE SECRETARY OF THE STATE BOND COMMISSION HAS ON FILE THE FOLLOWING MATTERS WITH RESPECT TO EACH REQUEST MADE TO THE STATE BOND COMMISSION FOR TODAY'S MEETING AS DETAILED THROUGH THE ATTACHED AGENDA ITEMS.
1. ANY HUMAN SERVICES FACILITY COLOCATION STATEMENT IF SO REQUESTED BY THE SECRETARY OF THE OFFICE OF POLICY AND MANAGEMENT PURSUANT TO CGS §4B-23.
 2. ANY PROJECT WHICH INVOLVES THE USE OF 25 ACRES OR MORE OF PRIME FARMLAND FOR NONAGRICULTURAL PURPOSES HAS BEEN REVIEWED IN ACCORDANCE WITH THE PROVISIONS OF PUBLIC ACT NO. 83-102 (AN ACT CONCERNING STATE PROJECTS WHICH TAKE PRIME FARMLAND) AND THAT THE COMMISSIONER OF AGRICULTURE HAS FILED A STATEMENT INDICATING THAT EACH SUCH PROJECT PROMOTES AGRICULTURE OR THE GOAL OF AGRICULTURAL LAND PRESERVATION, OR THERE IS NO REASONABLE ALTERNATIVE SITE FOR THE PROJECT, OR THE PROJECT IS NOT APPLICABLE UNDER THE ACT.
 3. ANY CAPITAL DEVELOPMENT IMPACT STATEMENT REQUIRED TO BE FILED WITH THE SECRETARY OF THE OFFICE OF POLICY AND MANAGEMENT, IF SO REQUIRED BY THE SECRETARY, PURSUANT TO CGS §4B-23.
 4. ANY ADVISORY STATEMENT REGARDING THE STATE CONSERVATION AND DEVELOPMENT POLICIES PLAN REQUIRED BY CGS §16A-31 FOR EACH ITEM FOR WHICH AN ADVISORY STATEMENT IS REQUIRED BY CGS §16A-31, AND THE ITEM IS EITHER IN CONFORMITY WITH THE PLAN OR NOT ADDRESSED THEREIN.
 5. ANY STATEMENT REQUIRED IN ACCORDANCE WITH THE PROVISIONS OF PUBLIC ACT 06-194 AS TO THE FULL COST OF THE PROJECT OR PURPOSE WHEN COMPLETED AND THE ESTIMATED OPERATING COST OF ANY STRUCTURE, EQUIPMENT OR FACILITY TO BE CONSTRUCTED OR ACQUIRED.

PUBLIC ACT #607, 1979
AS AMENDED
SECTION 21

ITEM NO. 60

OFFICE OF POLICY AND MANAGEMENT

GRANTS-IN-AID FOR URBAN DEVELOPMENT PROJECTS INCLUDING ECONOMIC AND COMMUNITY DEVELOPMENT, TRANSPORTATION, ENVIRONMENTAL PROTECTION, PUBLIC SAFETY, CHILDREN AND FAMILIES AND SOCIAL SERVICE PROJECTS INCLUDING, IN THE CASE OF ECONOMIC AND COMMUNITY DEVELOPMENT PROJECTS ADMINISTERED ON BEHALF OF THE OFFICE OF POLICY AND MANAGEMENT BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, ADMINISTRATIVE COSTS INCURRED BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

REQUESTED: An Allocation and Bond Authorization (to agency)	\$66,978,933
Use of Previously Allocated Funds Available	<u>5,861,768</u>
Grand Total	<u>\$72,840,701</u>

FROM: Sec. 21(b)(6)(B)	Acct. No. 13019-ECD46000-41240
	13019-DEP43000-41239
	13019-DPS32000-41238
	13019-DOT57000-41241
	13019-CRD47200-43698

Total Earmarking	\$2,329,800,000
Previous Allocations	<u>2,259,386,703</u>
Balance Unallocated	<u>\$ 70,413,297</u>

REASON FOR REQUEST:

I. Department of Economic and Community Development

- A. These funds are requested to provide a grant-in-aid to the Oakville Veterans of Foreign Wars Post 7730 in Watertown for parking lot improvements.

Funds are requested as follows:

Total Estimated Cost	\$1,000,000	
Less: Other Funds	<u>211,000</u>	
Total, This Request		\$789,000

- B. These funds are requested to provide a grant-in-aid to the Town of Fairfield to replace a storm damaged town pier.

Funds are requested as follows:

Total Estimated Cost	\$1,235,900	
Less: Other Funds	<u>162,122</u>	
Total, This Request		\$1,073,778

- C. These funds are requested to provide a grant-in-aid to the Town of Plainville for sidewalk restoration.

Funds are requested as follows:

Total Estimated Cost	\$500,000	
Less: Other Funds	<u>250,000</u>	
Total, This Request		\$250,000

- D. These funds are requested to provide a grant-in-aid to the Town of Cromwell for softball field lighting at the Cromwell High School.

Funds are requested as follows:

Total Estimated Cost	\$289,000	
Less: Other Funds	<u>58,000</u>	
Total, This Request		\$231,000

- E. These funds are requested to provide a grant-in-aid to the Town of Killingworth for the Town Hall empty building conversion.

Funds are requested as follows:

Total Estimated Cost	\$650,000	
Less: Other Funds	<u>350,000</u>	
Total, This Request		\$300,000

- F. These funds are requested to provide a grant-in-aid to the Town of North Haven for upgrades to the DeMayo Athletic Complex.

Funds are requested as follows:

Total Estimated Cost	\$1,500,000	
Less: Other Funds	<u>1,000,000</u>	
Total, This Request		\$500,000

- G. These funds are requested to provide a grant-in-aid to the Town of Stratford for bus stop refurbishments and reinstallation of the town clock.

Funds are requested as follows:

Total Estimated Cost	\$500,000	
Less: Other Funds	<u>200,000</u>	
Total, This Request		\$300,000

- H. These funds are requested to provide a grant-in-aid to the Town of Trumbull for little league field upgrades.

Funds are requested as follows:

Total Estimated Cost	\$1,766,000	
Less: Other Funds	<u>1,000,000</u>	
Total, This Request		\$766,000

- I. These funds are requested to provide a grant-in-aid to the Manufacturing Alliance Service Corporation in Waterbury for the metal finishing program.

Funds are requested as follows:

Total Estimated Cost	\$450,000	
Less: Other Funds	<u>150,000</u>	
Total, This Request		\$300,000

- J. These funds are requested to provide a grant-in-aid to the Hispanic Coalition of Greater Waterbury for its headquarters project.

Funds are requested as follows:

Total Estimated Cost	\$1,640,000	
Less: Other Funds	<u>140,000</u>	
Total, This Request		\$1,500,000

- K. These funds are requested to provide a grant-in-aid to the Veteran's Memorial Clubhouse in East Hartford for capital improvements.

Funds are requested as follows:

Total Estimated Cost	\$7,700,000	
Less: Other Funds	<u>7,200,000</u>	
Total, This Request		\$500,000

- L. These funds are requested to provide a grant-in-aid to the Town of Ansonia for the demolition of the Ansonia Copper and Brass building.

Funds are requested as follows:

Total Estimated Cost	\$7,500,000	
Less: Other Funds	<u>4,000,000</u>	
Total, This Request		\$3,500,000

- M. These funds are requested to provide a grant-in-aid to the Music Theater of Connecticut in Norwalk for renovations and expansion.

Funds are requested as follows:

Total, This Request	\$300,000
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- N. These funds are requested to provide a grant-in-aid to the Mattatuck Museum in Waterbury for HVAC upgrades.

Funds are requested as follows:

Total Estimated Cost	\$1,900,000	
Less: Other Funds	<u>800,000</u>	
Total, This Request		\$1,100,000

- O. These funds are requested to provide a grant-in-aid to the Middletown Chamber of Commerce for renovations and capital improvements.

Funds are requested as follows:

Total Estimated Cost	\$3,585,000	
Less: Other Funds	<u>300,000</u>	
Total, This Request		\$3,285,000

- P. These funds are requested to provide a grant-in-aid to the Community Resources for Justice for the Family Reentry Center of New Haven for facility updates and improvements.

Funds are requested as follows:

Total, This Request		\$350,000
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- Q. These funds are requested to provide a grant-in-aid to the Goodwill of New Haven for a glass pulverizer.

Funds are requested as follows:

Total, This Request		\$142,000
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- R. These funds are requested to provide a grant-in-aid to the Montville Animal Shelter for capital improvements.

Funds are requested as follows:

Total Estimated Cost	\$2,600,000	
Less: Other Funds	<u>600,000</u>	
Total, This Request		\$2,000,000

- S. These funds are requested to provide a grant-in-aid to the Town of Lisbon for brownfield remediation of an old gas station.

Funds are requested as follows:

Total, This Request		\$700,000
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- T. These funds are requested to provide a grant-in-aid to the Christian Community Action, Inc. for renovations to the ARISA Center in New Haven.

Funds are requested as follows:

Total, This Request		\$900,000
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- U. These funds are requested to provide a grant-in-aid to the Floyd Little Athletic Center in New Haven for alterations and improvements.

Funds are requested as follows:

Total, This Request		\$8,769,517
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- V. These funds are requested to provide a grant-in-aid to the City of New Haven for alterations and improvements to the Adult Education Building at 188 Bassett Street.

Funds are requested as follows:

Total Estimated Cost	\$27,500,000	
Less: Other Funds	<u>20,000,000</u>	
Total, This Request		\$7,500,000

- W. These funds are requested to provide a grant-in-aid to the Justice Education Center, Inc. in West Hartford to purchase the Almada Lodge Times Farm Camp, formally known as the Channel 3 Kids Camp, in Coventry.

Funds are requested as follows:

Total, This Request		\$3,500,000
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- X. These funds are requested to provide a grant-in-aid to the City of West Haven to relocate and make improvements to the West Haven Senior Center.

Funds are requested as follows:

Total Estimated Cost	\$1,740,000	
Less: Previous Funds	<u>740,000</u>	
Total, This Request		\$1,000,000

- Y. These funds are requested to provide a grant-in-aid to the United Way of Southeastern Connecticut in Ledyard for capital improvements to its food center.

Funds are requested as follows:

Total Estimated Cost	\$1,910,994	
Less: Previous Funds	<u>455,538</u>	
Total, This Request		\$1,455,456

- Z. These funds are requested to provide a grant-in-aid to The Open Hearth in Hartford for its bathroom renovation project.

Funds are requested as follows:

Total Estimated Cost	\$1,000,000	
Less: Previous Funds	<u>400,000</u>	
Total, This Request		\$600,000

- AA. These funds are requested to provide a grant-in-aid to the Hartford Gay and Lesbian Health Collective to move to a new location in Hartford.

Funds are requested as follows:

Total, This Request		\$700,000
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- AB. In the July 23, 2021 meeting of the State Bond Commission, funds were allocated to the City of Norwalk for the Carver Foundation to complete interior and exterior renovations to the George Washington Carver Community Center in Norwalk.

The purpose of this request is to change the recipient to the Carver Foundation in Norwalk.

Funds are requested as follows:

Use of Previously Allocated Funds	\$1,261,768
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II. Department of Emergency Services and Public Protection

- A. These funds are requested to provide a grant-in-aid to the Town of Woodstock for the Volunteer Fire Department Exhaust System.

Funds are requested as follows:

Total, This Request	\$225,000
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- B. These funds are requested to provide a grant-in-aid to the Town of Granby for a first responder emergency communications replacement system and equipment.

Funds are requested as follows:

Total Estimated Cost	\$4,600,000	
Less: Other Funds	<u>2,600,000</u>	
Total, This Request		\$2,000,000

- C. These funds are requested to provide a grant-in-aid to the North Central Connecticut EMS Council in Hartford for communications systems.

Funds are requested as follows:

Total Estimated Cost	\$444,292	
Less: Other Funds	<u>44,292</u>	
Total, This Request		\$400,000

- D. These funds are requested to provide a grant-in-aid to the Town of Cheshire for improvements to Miracle Fields in Bartlem Park.

Funds are requested as follows:

Total Estimated Cost	\$1,000,000	
Less: Other Funds	<u>250,000</u>	
Total, This Request		\$750,000

- E. These funds are requested to provide a grant-in-aid to the Town of East Windsor for the North Central CT Police and Public Safety Infrastructure project.

Funds are requested as follows:

Total Estimated Cost	\$12,921,245	
Less: Other Funds	<u>4,921,245</u>	
Total, This Request		\$8,000,000

III. Department of Transportation

- A. These funds are requested to provide a grant-in-aid to the Newtown Forest Association of Newtown for the Holcombe Hill Road restoration.

Funds are requested as follows:

Total, This Request	\$20,000
---------------------	----------

- B. These funds are requested to provide a grant-in-aid to the Town of Shelton to support road alterations and improvements to Constitution Boulevard.

Funds are requested as follows:

Total, This Request	\$1,600,000
---------------------	-------------

- C. These funds are requested to provide a grant-in-aid to the Town of Willington for Schofield Road and Village Hill Road improvements.

Funds are requested as follows:

Total Estimated Cost	\$4,513,400	
Less: Other Funds	<u>2,513,400</u>	
Total, This Request		\$2,000,000

- D. These funds are requested to provide a grant-in-aid to the City of Stamford for pedestrian improvements and food truck parking near the Government Center.

Funds are requested as follows:

Total, This Request	\$3,000,000
---------------------	-------------

- E. In the December 15, 2023 meeting of the State Bond Commission, funds were allocated to the City of New Haven for downtown mobility improvements in the vicinity of the New Haven Green, including the Temple Street woonerf, streetscaping along Chapel Street, converting Chapel Street to two-way traffic, and raised intersections.

The purpose of this request is to change the use of previously allocated funds to a grant-in-aid to the City of New Haven for downtown mobility and amenity improvements in the vicinity of the New Haven Green, including the Temple Street woonerf, streetscaping along Chapel Street, converting Chapel Street to two-way traffic, infrastructure and amenity improvements on the Green, and raised intersections.

Funds are requested as follows:

Use of Previously Allocated Funds	\$4,600,000
-----------------------------------	-------------

IV. Department of Energy and Environmental Protection

- A. These funds are requested to provide a grant-in-aid to the Town of Watertown for Steel Brook Greenway improvements.

Funds are requested as follows:

Total, This Request	\$241,132
---------------------	-----------

- B. These funds are requested to provide a grant-in-aid to the Windham-Tolland 4H Camp in Pomfret for emergency dam repairs.

Funds are requested as follows:

Total Estimated Cost	\$1,600,000	
Less: Other Funds	<u>600,000</u>	
Total, This Request		\$1,000,000

- C. These funds are requested to provide a grant-in-aid to the Farmington Land Trust for the Wilcox-Bushley Environmental Learning Center.

Funds are requested as follows:

Total Estimated Cost	\$1,300,000	
Less: Other Funds	<u>1,050,000</u>	
Total, This Request		\$250,000

- D. These funds are requested to provide a grant-in-aid to the Town of Naugatuck for improvements to Osborne Field.

Funds are requested as follows:

Total Estimated Cost	\$2,000,000	
Less: Other Funds	<u>143,950</u>	
Total, This Request		\$1,856,050

- E. These funds are requested to provide a grant-in-aid to the Town of Glastonbury for renovations and improvements to Addison Park.

Funds are requested as follows:

Total Estimated Cost	\$766,538	
Less: Other Funds	<u>441,538</u>	
Total, This Request		\$325,000

V. Capital Region Development Authority

- A. These funds are requested to provide a grant-in-aid to the Shelbourne Properties and Lex/Laz, or an acceptable single purpose entity, for University of Connecticut Downtown Student Housing in Hartford.

Funds are requested as follows:

Total Estimated Cost	\$28,500,000	
Less: Other Funds	<u>25,500,000</u>	
Total, This Request		\$3,000,000

Grand Total, This Request **\$72,840,701**

PROJECT NAME	Lower Wharf Reconstruction (Improvements) Project
PROJECT LOCATION (If project has a specific street address, type it in completely. Otherwise, type in the relevant geographic boundary - Municipality, Region or State-wide.)	1085 Harbor Road, Fairfield CT (Southport 06890)
APPLICANT/RECIPIENT (legal) NAME (Initial Recipient) FEIN/Soc. Sec. # Form of Organization INITIAL RECIPIENT Street Address CITY/TOWN/MUNICIPALITY State Zip Contact Person (for Project) Title Phone Email	Town of Fairfield 06-6001998 Local Governmental Unit 725 Old Post Road Fairfield CT 06824 William Hurley Engineering Manager (203) 256-3015 Whurley@fairfieldct.org
FINAL/ULTIMATE RECIPIENT NAME (if none, type the word "None") This should be used if the funding is a passthrough. For example:	
Street Address City State Zip Contact Person Title Phone	Town of Fairfield 725 Old Post Road Fairfield CT 6824 William Hurley Engineering Manager 203-256-3015
GRANT AMOUNT	\$ 1,073,778.00
NO. OF JOBS RETAINED	6-10
NO. OF JOBS CREATED	0
Jobs created, by when	
PROJECT DESCRIPTION - (when founded, what it does, industry type, # of employees etc.; seeks funding for xxx; State funds will be used for XXX; total project cost; other funding provided; loan terms and conditions, jobs retained and created, etc.)	The Lower Wharf property at the entrance to Southport Harbor in the Southport Historic District, is a landmark passed by sailors leaving the harbor for ports near and far for more than 250 years. It was acquired by the Town in 1999. The Town seeks funding from the State to repair the significant damages to the Lower Wharf's piers cause by powerful storms in December 2022.
PROJECT NEED/URGENCY/READINESS- 200 word limit	Structure is inaccessible, portions that are damaged have been removed for safety reasons. Retaining walls are crumbling and need to be repaired soon.
PROJECT BENEFITS (Note: Benefits to community, city and/or state)- 200 word limit	This project will benefit the community by restoring a historic waterfront providing general public access (visual and fishing access to Southport Harbor for persons of all ages and abilities
OTHER PROJECT INCENTIVES (e.g., tax credits, etc.) Type None if applicable	None
RELATION TO OTHER DECD PROJECTS Type None if applicable	none

CLIENT FUNDED BEFORE AND HISTORY
(reputation) Type Yes or No; if Yes, provide
some detail. Please list your last three state grants
through DECD and current status

Unrelated to project, Town has
received DECD funding for STEAP
projects- Sherman Green Drainage
Improvements-Completed (
compelled 20, Post Road Pedestrian
Improvements-Completed (2023),
Community Grant for East Trunk
Sewer (Out to construction Bid- June
2024). Stratfield four Corners
Pedestrian Improvements involved
Urban Act funding which may have
had DECD overview-completed 2024.

	This Request Grant	Loan	Prior State Funds	Future State Funds	Non-State Funds	Totals
Capital Costs:						
New Construction	\$	-	\$	-	\$	-
Renovations/Improvements	\$	1,073,778.00	\$	-	\$	\$1,073,778.00
Leasehold Improvements	\$	-	\$	-	\$	-
Property Acquisition	\$	-	\$	-	\$	-
Appraisals	\$	-	\$	-	\$	-
Computer Equipment	\$	-	\$	-	\$	-
Office Equipment	\$	-	\$	-	\$	-
Machinery/Equipment	\$	-	\$	-	\$	-
Engineering/Architectural	\$	-	\$	-	\$	-
Environmental/Feasibility	\$	-	\$	-	\$	-
Administrative Costs	\$	-	\$	-	\$	-
Contingency	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-
Sub-total	\$	1,073,778.00	\$	-	\$	\$1,073,778.00
Working/Other Costs:						
Personnel	\$	-	\$	-	\$	-
Training	\$	-	\$	-	\$	-
Rent	\$	-	\$	-	\$	-
Relocation	\$	-	\$	-	\$	-
Refinancing of Debt	\$	-	\$	-	\$	-
Research	\$	-	\$	-	\$	-
Legal/Accounting	\$	-	\$	-	\$	-
Consulting Services	\$	-	\$	-	\$	-
Planning/Marketing	\$	-	\$	-	\$	-
Other: Pre-development, development fee	\$	-	\$	-	\$	-
Sub-total	\$	-	\$	-	\$	-
Total Project Costs	\$	1,073,778.00	\$	-	\$	\$1,073,778.00
Non-State Funds:						
Federal Funds	\$	-				
Recipient Funds	\$	162,122.00				
Bank Financing	\$	-				
Gifts/Contributions	\$	-				
CII Financing	\$	-				
CHEFA Financing	\$	-				
CHFA Financing (and DOH)	\$	-				
Other:						
Total Non-State Fund Sources	\$	162,122.00				
What is the status of the project (chosed from drop-down options)?	Engineering and Design					
Level of Plan Completion (see drop-down)?:	60-90% complete					
Status of Project Bids (see drop-down option):	Bid package being assembled					
Date bids received:						
Due Date for Bids:	goal: Feb 2025					
Is any portion used for working capital (i.e., agency fees, operating expenses, payment of interest on debt, etc.)	No					
If answer is "YES" to above question, what amount?						
Is the State obtaining any special legal right in connection with the grant (e.g. equity interest or license or other use of resulting technology or product)?	Local Governmental Unit					
Is any portion of the project/facility presently or reasonably expected to be owned, leased, managed, operated or otherwise used by the federal government or a non-governmental entity (including a non-profit organization)?	No					
If answer to above question is "yes," please describe the arrangement						

List whether owned, leased, managed or operated,
or otherwise used?

Town owned

Main document changes and comments

Page ii: Commented [TA1] Tulin, Adam 4/21/2023 10:59:00 AM

Page numbers will need to be adjusted pending final version

Page ii: Commented [CD2] Christopher DeWitt 11/6/2023 9:29:00 AM

Why letters?

The entire document needs to be reformatted and updated to the best practices integrated into Word

Page 5: Commented [TA3] Tulin, Adam 3/25/2024 11:43:00 AM

Bids shall be opened publicly by the Purchasing Department at the time and date set for the opening. A list of respondents to Requests for Proposals and Qualifications shall be made available to the public

Page 5: Commented [TA4] Tulin, Adam 3/25/2024 11:44:00 AM

Delete Exhibit E and eliminate completely- project specific

Page 6: Commented [TA5] Tulin, Adam 3/25/2024 11:44:00 AM

Delete this – following the steps of Exhibit g in next bullet is sufficient

Page 6: Commented [TA6] Tulin, Adam 3/25/2024 11:45:00 AM

The Town of Fairfield encourages Town Departments to utilize bona fide local vendors whenever practical etc etc ask Mark Barnhart for more lingo

Page 7: Commented [TA7] Tulin, Adam 3/25/2024 11:12:00 AM

We are happy to look into this but do not have the infrastructure currently in place. Shall is the problem.

Page 7: Commented [TA8] Tulin, Adam 3/25/2024 11:15:00 AM

We still don't have this document and are uncertain of value. New vendors submit a tax form

Page 9: Commented [TA9] Tulin, Adam 3/25/2024 11:19:00 AM

Can delete if we change the program as suggested

Page 12: Commented [TA10] Tulin, Adam 3/25/2024 11:26:00 AM

This requires bid waivers for items below the bid threshold. Should be reworded to allow for Purchasing Authority discretion to waive multiple quotes upon review of attempted actions

Page 12: Commented [TA11] Tulin, Adam 3/25/2024 11:29:00 AM

We need flexibility to alter the document used based on project needs. Can we list this Exhibit B as an example— not THE required doc

Page 13: Commented [TA12] Tulin, Adam 3/25/2024 11:31:00 AM

We should add a bullet point making clear that requests for info shall only be directed to the contacts listed in the solicitation.

Page 13: Commented [TA13] **Tulin, Adam** **3/25/2024 11:40:00 AM**

Consolidated Procurements and Blanket PO's are different things

Page 14: Commented [TA14] **Tulin, Adam** **3/25/2024 11:37:00 AM**

Where is D?

Page 19: Commented [TA15] **Tulin, Adam** **4/1/2024 11:07:00 AM**

Either Kill or greatly reduce to "the town highly encourages using local MRO vendors within the confines of the bid thresholds"

Page 19: Commented [TA16] **Tulin, Adam** **4/1/2024 11:13:00 AM**

\$5000 single purchase and \$50,000 annual PLUS asking for a discount feels more like a punishment than a reward to potential local vendors.

Page 21: Commented [TA17] **Tulin, Adam** **4/1/2024 11:20:00 AM**

What about sole source?

Page 22: Commented [TA18] **Tulin, Adam** **4/9/2024 11:51:00 AM**

Eliminate reference to RFB. The items in this section are specific to RFP.

Page 22: Commented [TA19] **Tulin, Adam** **4/9/2024 11:52:00 AM**

We propose replacing Exhibit F with our Bid Folder Checklist. Should also reference the Town's Award Recommendation Resolution document here

Page 24: Commented [TA20] **Tulin, Adam** **4/9/2024 11:56:00 AM**

May be required, but is not limited to, the following types of purchases

Page 24: Commented [TA21] **Tulin, Adam** **4/9/2024 11:57:00 AM**

Not really a Purchasing Dept function

Page 25: Commented [TA22] **Tulin, Adam** **4/9/2024 11:59:00 AM**

Not really a Purchasing Authority function- more of a purchasing dept function

Page 25: Commented [TA23] **Tulin, Adam** **4/9/2024 12:02:00 PM**

Department, not Authority

Page 27: Commented [TA24] **Tulin, Adam** **4/9/2024 12:11:00 PM**

Usually funding source-driven, not requesting department-driven

Page 27: Commented [TA25] **Tulin, Adam** **4/9/2024 12:13:00 PM**

MAY be. We don't always do this. Advertising is the only certainty.

Page 27: Commented [TA26] **Tulin, Adam** **4/9/2024 12:14:00 PM**

Response to ANY inquiry must be through an Addendum. We do NOT forward them to anyone. It is interested parties responsibility to seek out addenda prior to submitting a bid. See 4 bullets down!

Page 28: Commented [TA27] Tulin, Adam 4/9/2024 12:16:00 PM

Not really used. Email address of Buyer defined in the bid document

Page 28: Commented [TA28] Tulin, Adam 4/9/2024 12:18:00 PM

Should read "No questions will be answered by phone"

Page 29: Commented [TA29] Tulin, Adam 4/9/2024 12:21:00 PM

This contradicts the Terms and Conditions of our bid packages which states basically that they can "protest" the specs if they want to submit an alternate item DURING the Q&A period.

Page 29: Commented [TA30] Tulin, Adam 4/9/2024 12:23:00 PM

Bid docs currently say A-VII or better. Not sure which should stand.

Page 29: Commented [TA31] Tulin, Adam 4/9/2024 12:24:00 PM

Researching/reviewing/contacting if necessary

Page 30: Commented [TA32] Tulin, Adam 4/9/2024 12:25:00 PM

Says A-VII in bid packages

Page 31: Commented [TA33] Tulin, Adam 4/9/2024 12:25:00 PM

Researching/reviewing/contacting if necessary

Page 31: Commented [TA34] Tulin, Adam 4/9/2024 12:25:00 PM

This shouldn't be codified. We adjust this number based on the specific goods or services being procured.

Page 31: Commented [TA35] Tulin, Adam 4/9/2024 12:26:00 PM

Remove. Results forms are unique to each procurement

Page 31: Commented [TA36] Tulin, Adam 4/9/2024 12:27:00 PM

This conflicts with current practice. Bid RESULTS are available within this time frame, but FOIA does not require us to release additional bid information until a contract is awarded.

Page 32: Commented [TA37] Tulin, Adam 4/9/2024 12:32:00 PM

Are we sure this is legal?

Page 32: Commented [TA38] Tulin, Adam 4/9/2024 12:34:00 PM

Are we sure this is legal?

Page 33: Commented [TA39] Tulin, Adam 4/9/2024 12:39:00 PM

PURCHASING AUTHORITY

Page 33: Commented [TA40] Tulin, Adam 4/9/2024 12:44:00 PM

We should add a bullet point outlining what happens if we REJECT a request to withdraw- ie below steps re bid bond

Page 33: Commented [TA41] Tulin, Adam 4/9/2024 12:42:00 PM

MAYBE could apply to RFP's... can't possibly work for bids which have had a public opening and results recorded for public review.

Page 34: Commented [TA42] Tulin, Adam 4/9/2024 12:43:00 PM

Eliminate this specific number- differs from bid to bid.

Page 34: Commented [TA43] Tulin, Adam 4/9/2024 12:43:00 PM

Eliminate specific number

Page 34: Commented [TA44] Tulin, Adam 4/9/2024 12:46:00 PM

Not sure we use this term elsewhere in the document

Page 34: Commented [TA45] Tulin, Adam 4/9/2024 12:47:00 PM

PURCHASING AUTHORITY

Page 35: Commented [TA46] Tulin, Adam 4/9/2024 12:51:00 PM

I like this in theory but it doesn't appear anywhere else, and there is no formal process at this time.

Page 36: Commented [TA47] Tulin, Adam 4/9/2024 12:57:00 PM

Procuring Department

Page 37: Commented [TA48] Tulin, Adam 4/9/2024 12:59:00 PM

Through the FOIA process

Page 37: Commented [TA49] Tulin, Adam 4/9/2024 1:02:00 PM

The proposer's proposal

Page 38: Commented [TA50] Tulin, Adam 4/17/2024 12:14:00 PM

Delete Reference and Exhibit. Different projects require different insurance coverages

Page 38: Commented [TA51] Tulin, Adam 4/9/2024 1:05:00 PM

I've never heard of this.

Page 39: Commented [TA52] Tulin, Adam 4/21/2023 10:59:00 AM

Page numbers will need to be adjusted pending final version

Page 40: Commented [TA53] Tulin, Adam 5/30/2024 12:34:00 PM

Cleanup formatting, remove blank page

Page 46: Commented [TA54] Tulin, Adam 4/15/2024 10:12:00 AM

What is this? delete

Page 47: Commented [TA55] **Tulin, Adam** **5/30/2024 12:34:00 PM**

This form is out dated.

Page 48: Commented [TA56] **Tulin, Adam** **4/15/2024 10:15:00 AM**

This isn't the correct format. Insert our Emergency Justification Form

Page 49: Commented [TA57] **Tulin, Adam** **4/15/2024 10:20:00 AM**

Replace with Town Sole Source

Page 51: Commented [TA58] **Tulin, Adam** **4/9/2024 11:49:00 AM**

replace this with our Bid Intake Form

Page 52: Commented [TA59] **Tulin, Adam** **4/9/2024 11:49:00 AM**

Replace with our Bid Folder Checklist

Page 53: Commented [TA60] **Tulin, Adam** **8/23/2024 2:45:00 PM**

Add New Exhibit G – Bid Submission Log Sheet

Page 54: Commented [TA61] **Tulin, Adam** **4/9/2024 11:47:00 AM**

Becomes Exhibit H -Bid Bond Verification Check list

Page 56: Commented [TA62] **Tulin, Adam** **4/17/2024 11:54:00 AM**

Remove this. We use different contracts for different things

Page 57: Commented [TA63] **Tulin, Adam** **4/17/2024 12:06:00 PM**

Reserved for future use No form currently exists

Page 58: Commented [TA64] **Tulin, Adam** **4/17/2024 12:07:00 PM**

This heading page seems unnecessary/excessive

Page 66: Commented [TA65] **Tulin, Adam** **4/1/2024 10:22:00 AM**

Update to \$1,000,000

Page 67: Commented [TA66] **Tulin, Adam** **4/1/2024 10:23:00 AM**

\$1,000,000

Page 75: Commented [TA67] **Tulin, Adam** **4/17/2024 12:09:00 PM**

Delete this page. Page numbers for different sections clearly outlined in TOC

Page 76: Commented [TA68] **Tulin, Adam** **4/17/2024 12:12:00 PM**

Replace with updated T&C

Page 81: Commented [TA69] **Tulin, Adam** **4/17/2024 12:15:00 PM**

Delete Exhibit. Or *See individual project bids for insurance requirements*

Page 87: Commented [TA70] Tulin, Adam 4/17/2024 12:16:00 PM

Delete. This is already done within a bid/RFP document and doesn't need its own form

Page 88: Commented [TA71] Tulin, Adam 4/17/2024 12:21:00 PM

I don't really get what the point of this is. Might be more appropriate to add a section on Guarantees and Warranties to our normal T&C front end doc? Most of this already appears elsewhere in any bid document

Page 89: Commented [TA72] Tulin, Adam 4/17/2024 12:24:00 PM

We have a non-collusion statement in the T&C already. By submitting and signing a bid you are agreeing to those Terms and conditions

Page 90: Commented [TA73] Tulin, Adam 4/17/2024 12:26:00 PM

Front page of every bid says we will not do business with anyone in arrears. This certification seems like overkill. They are attesting they are not delinquent by the very act of signing and submitting a bid

Page 91: Commented [TA74] Tulin, Adam 4/17/2024 12:28:00 PM

Delete. Unnecessary

Page 92: Commented [TA75] Tulin, Adam 4/17/2024 12:28:00 PM

Standard T&C includes non-discrimination requirement.

Page 93: Commented [TA76] Tulin, Adam 4/17/2024 12:32:00 PM

Personally don't see the value of this form.

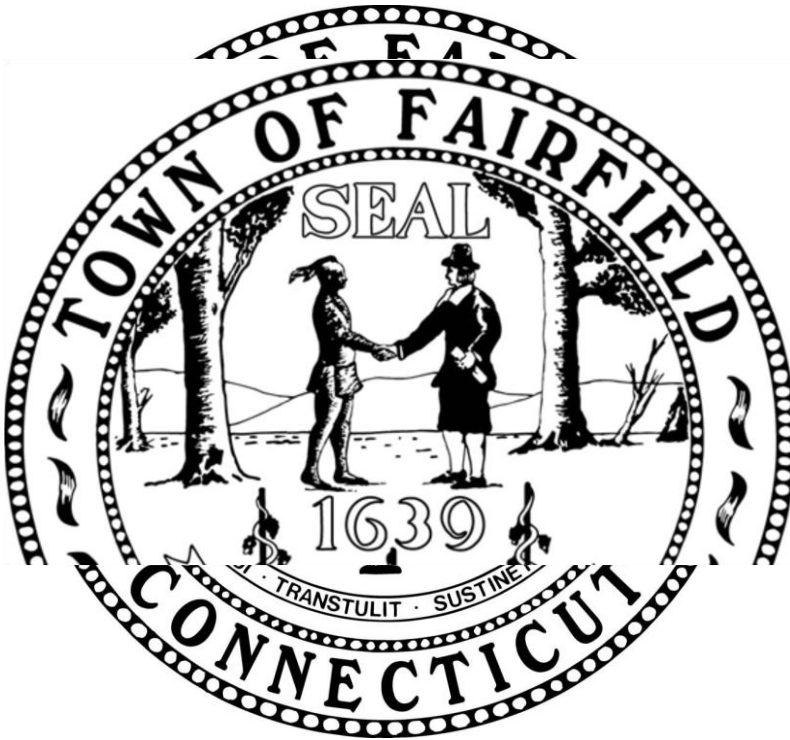
Header and footer changes

Text Box changes

Header and footer text box changes

Footnote changes

Endnote changes



Formatted: Centered



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Town of Fairfield Purchasing Policy

TOWN OF FAIRFIELD, CT PURCHASING POLICY & PROCEDURE MANUAL

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Commented [TA1]: Page numbers will need to be adjusted pending final version

Commented [CD2]: Why letters?

The entire document needs to be reformatted and updated to the best practices integrated into Word

Town of Fairfield Purchasing Policy

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Town of Fairfield Purchasing Policy

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Town of Fairfield Purchasing Policy

SECTION ONE PURCHASING DEPARTMENT POLICIES AND PROCEDURES

1.0 PURCHASING DEPARTMENT - OVERVIEW

1.1 Purchasing Department Guidelines, Policies, Responsibilities

The Town of Fairfield (Town) Purchasing Department's mission is to obtain the best value proposition— quality, cost, and delivery – for all products and services purchased for the Town. We strive to offer excellent service to Town departments and the Fairfield Public Schools (FPS) to reduce costs and administrative tasks, to utilize an ever-expanding e-commerce environment and to provide the Town with reliable, accurate and timely information. All business is conducted in keeping with the Ethics Code adopted by the Representative Town Meeting of the Town of Fairfield, October 2004, and with Article XI – Standards of Conduct in the Town of Fairfield Code.

The purpose of this Purchasing Procedure Manual is to provide all Town and Fairfield Public School departments with systematic, comprehensive guidelines of policies, procedures and practices necessary for procuring supplies, materials, equipment, or services required for departmental operations.

1.2 Goals and Objectives

The fundamental objective of the purchasing function is to procure supplies, materials, equipment, or services required for Town and FPS operations in the right quality and quantity, on a timely basis, as efficiently as possible, and at the lowest cost. In pursuit of this objective, we seek to establish practical and efficient purchasing procedures to obtain:

- a. Confidence that the Town and FPS will seek the best value for taxpayer dollars
- b. Financial and operational transparency
- c. Maintenance of a purchasing process of quality and integrity
- d. Clear guidance for Town staff and vendors
- e. Operational efficiency
- f. Proper commitment and expenditure of Town funds
- g. Compliance with Federal State and local regulations and legal requirements
- h. Consistent application of purchasing procedures for all purchases and vendors: and,
- i. Public confidence in the procedures followed by the PURCHASING AUTHORITY

1.3 Purchasing Code of Ethics

- The Town of Fairfield is committed to the highest ethical standards. Therefore, it is considered a breach of the public trust to subvert the purchasing process by directing purchases to certain favored vendors (when not bound to specialty consultants or sole source vendors), or to tamper with the competitive bidding process.
- Written consent must be received from the supplier for any original or proprietary ideas and designs before using them within the competitive bidding process.

Town of Fairfield Purchasing Policy

- Employees must conduct business with current and potential suppliers in an atmosphere of good faith, devoid of intentional misrepresentation in order to foster fair, ethical and legal trade practices.
- Any Town official engaged in the purchasing process shall abide by the Town's Code of Ethics.

1.4 Conflict of Interest

- The Town requires that public officers, members of commissions, boards and/or agencies and employees be independent, impartial, and responsible to the taxpayers; 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 Town government.
- In accordance with the applicable provisions of the Town's Charter and Town Code, all officers and employees of the Town shall follow all ethical standards of conduct in all of their acts or actions. No officers or employees acts or actions shall be incompatible with the best interest of the Town. Further, all officers and employees of the Town shall disclose in writing to the Purchasing Director, First Selectperson and Town Attorney such officers and employees private financial or other interests in matters affecting the Town before making such acts or actions.
- Public officers and ALL members of boards (including the RTM), commissions and agencies and ALL Town employees are agents of public purpose and hold office or employment for the benefit of the public and therefore are bound to observe in their official acts and/or duties of their office or employment, regardless of personal considerations, recognizing that the public interest of the Town of Fairfield must be their primary concern.
- No officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM), whether temporary or permanent, should engage in any business or transaction that is incompatible with the proper discharge of his/her official duties or accept any gift, meals (including the cost of any beverage) of more than \$75.00 or kickback in any dollar amount from any person, firm, corporation or vendor which has any business dealings with the Town, or which is trying procure business with the Town. Further, no officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM) can cumulatively in any municipal year of any elective or appointive board, commission or committee of the Town (including the RTM) accept any gift, meals (including the cost of any beverage) of more than \$200.00 from any person, firm, or corporation or vendor which has any business dealings with the Town-, or which is trying procure business with the Town. Such action may result in the disciplinary action for the officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM) and the person, firm, or corporation or vendor which has any business dealings with the Town, or which is trying procure business with the Town may be barred from further business with the Town.
- No officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM), shall receive any financial remuneration

Town of Fairfield Purchasing Policy

of any kind or have or acquire any **financial interest** in anything gained from a successful bid, direct or indirect, in any project, matter, contract or business or affiliated entity within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Any officer, Town employee or member of any elective or appointive board, commission or committee of the Town (including the RTM) may have an interest in a company which may bid on Town business, so long as such member recuse themselves from all votes and/or discussion pertaining thereto. Nor shall the officer, Town employee, or member of any elective or appointive board, commission or committee of the Town (including the RTM), have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or other item which comes under his/her jurisdiction or the jurisdiction of the officer, Town employee or the elective or appointive board, commission, committee of the Town of which he/she is a member.

- Upon discovery of an actual or potential conflict of interest, the officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall promptly notify the Purchasing Department of such conflict and shall withdraw from further participation in the transaction. The officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, may at the same time apply to the Ethics Commission for an advisory opinion as to what further participation, if any, they may have in the transaction. Further, the First Selectperson, or Board of Selectman by majority vote, may also at the same time apply to the Ethics Commission for an advisory opinion as to what further participation the affected officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, if any, they may have in the transaction.

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- No officer, Town employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, lacking the authority to purchase, shall not represent that they can make commitments to purchase on behalf of the Town

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1.5 Related Town Policies

A. Endorsement

It shall be the Town's policy not to officially endorse a supplier or its products to other potential customers of the supplier. — Mere listing of the Town as a customer without promotional language is not an endorsement

B. Samples

The Town or its representatives shall not accept samples on a "gratis" basis except when required for evaluation. — When goods valued over \$100 are delivered for evaluation or field trial, an — evaluation contract or purchase order at no charge must be issued to the supplier to document the matter.

C. Procurement of Goods or Services for Personal Use

Town of Fairfield Purchasing Policy

Under no circumstances shall any employee purchase materials, goods or services from a supplier for personal use by giving the impression that the sale is for the Town.

D. Compliance with Purchasing Policy

All Town and FPS employees who have the ability to approve and submit requisitions must review this document and attest to the fact that the document was reviewed by them and that they understand that by approving the requisitions they are certifying that said requisition complied with the Town's purchasing policy. ~~(Include attestation form as an appendix)~~

1.6 Unauthorized Purchases

- An unauthorized purchase means those purchases that do not conform to either the requirements of the Town's Purchasing Policy or the provisions of the Town's Charter and Town Code. Such purchases include those made by individuals acting outside of their prescribed limits of authority, those purchases made without the required fiscal appropriations in place and those made by individuals when a Conflict of Interest exist.
- Except as provided herein, it shall be unlawful for any town official, department head, employee, board member, commission member, committee member (including the RTM) or officer to purchase any goods or services for Town or the FPS other than through the Town's PURCHASING AUTHORITY. Any goods or services purchased outside of the provisions included herein shall not be approved.
- The Town is not obligated to accept or pay for unauthorized procurements. Any Town official, department head, employee, board member, commission member, committee member (including the RTM) or officer who willfully or knowingly incurs, in the name of the Town, any debt or obligation which the Town may be compelled to pay without any appropriation having been made for the benefit, or who willfully or knowingly incurs any such debt or obligation in excess of any appropriation that may have been made, shall be personally liable for the payment of such debt or obligation, and the Town is authorized to recover any payments made for the unauthorized purchases from said individual.
- Questions as to whether a department head or staff has authority to make procurements should be referred to the PURCHASING AUTHORITY. All purchases properly authorized must be evidenced by an approved purchase order or other approval prior to the purchase.

1.7 Equal Opportunity (Reserved)

TBD.

1.8 Applicable Town Charter and Town Code Sections (Exhibit A)

See Exhibit A for applicable Town Charter and Town Code Provisions

1.9 Effective Date

- This Purchasing Policy and Procedure Manual shall be effective on 11/16/23.
- The PURCHASING AUTHORITY shall conduct a detailed review and update of this policy at a minimum of every five (5) years.

Town of Fairfield Purchasing Policy

- The Town, Purchasing Department and FPS shall report to the BOF one year after effective date, above, on the effectiveness of this policy.

SECTION TWO PURCHASING DEPARTMENT RESPONSIBILITIES

2.0 Purchasing Department Responsibilities

A. Procurement Process Stages

There are three (3) major stages in the procurement cycle:

1. Planning and Scheduling
2. Source Selection: and,
3. Contract Administration

B. Vendor Relations

It is to the Town's advantage to promote and maintain good relations with vendors. The Purchasing Department and Town department staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity and courtesy in all vendor relations.

C. Distribution of Bid Opportunities

Bid opportunities will be communicated/distributed in one or more of the following manners or any additional method determined by the PURCHASING AUTHORITY to be effective:

1. Newspaper ad
2. Posting on Town website
3. Posting on State of Connecticut Department of Administrative Services website; and,
4. Other bidding notification services

D. Bid Submissions

- Upon receipt, Bid/Proposal/Qualification (~~bids~~)-submissions shall be manually dated, initialed by the receiving Purchasing Department employee, and entered onto the bid log.
- ~~Bid/Proposal/Qualifications Bids~~ shall be stored, unopened, in a secure place until the time and date set for the opening.
- Bids shall be opened ~~publicly~~.
- At least two (2) Town employees shall be a witness to all bid openings and shall sign the Town ~~b~~Bid ~~r~~Result ~~s~~Sheet (Exhibit E).
- If staffing levels permit, a member of the Town department, other than members of the Purchasing Department, shall also witness the bid/~~proposal~~ opening and shall also sign the Town ~~b~~Bid ~~r~~Result ~~s~~Sheet (Exhibit E).
- The results shall then be tabulated in the Purchasing Department, and posted to the Town website.

E. Record of Procurement Actions Taken with Regard to Exceptions to Public Bidding

Commented [TA3]: Bids shall be opened publicly by the Purchasing Department at the time and date set for the opening. A list of respondents to Requests for Proposals and Qualifications shall be made available to the public

Commented [TA4]: Delete Exhibit E and eliminate completely- project specific

Town of Fairfield Purchasing Policy

The Purchasing Agent (defined in Appendix A) shall maintain a file of all contracts and purchase orders made under the exceptions noted in this section pertaining to emergency orders, extraordinary conditions, single source bid waiver, sole source, professional services, approved maintenance, repair, and operating purchases, and use of other publicly bid contract awards (State Contracts, Cooperative and Consortiums).

F. Contract Performance and Payment Bonds

- The Purchasing Department shall verify the authenticity of the Performance Bond and/or Payment Bond by contacting the relevant surety company either by phone or email to verify the information provided on the bond.
- An internal Bid, Performance, Maintenance and Payment Bond Verification Form (Exhibit G) is completed and filed with the bid documents.

Commented [TA5]: Delete this – following the steps of Exhibit g in next bullet is sufficient

G. Prevailing Wage Rate Procedures

- The Purchasing Department will be responsible for obtaining the prevailing wage rates (Federal or State) based upon the requirements of the funding source for the project.
- After receipt of the prevailing wage rates, the Town will advertise the Requests for Bid (RFB) within twenty (20) calendar days.
- The prevailing wages will be included in the bid documents as an exhibit.

H. Rejection of Competitive Bids

- The reason for rejection must be documented in writing in the bid file. If the bid is rejected due to deviation(s) from specification(s), the deviation(s) must either be substantial or in some way so serious as to alter the performance of the item bid, as determined by the Town.
- It will be the decision of the PURCHASING AUTHORITY as to whether or not the rejection will be granted as consistent with applicable laws & regulations.

I. Approved Local Maintenance, Repair, and Operations (MRO) Vendor(s)

- The Purchasing department shall develop and maintain an approved local MRO vendor list for vendors within Fairfield and New Haven counties to be used for routine MRO activities under \$5,000 individually.
- Approved MRO vendors may be awarded in accordance with this policy pursuant to applicable state and federal regulations.
- The PURCHASING AUTHORITY may deny utilizing a vendor who is in default on payment of Town taxes, licenses or other monies due.

Commented [TA6]: The Town of Fairfield encourages Town Departments to utilize bona fide local vendors whenever practical etc etc ask Mark Barnhart for more lingo

J. On Call Bid List

Based upon the identified types, volume and use of goods and services by the Town, the Purchasing Department may issue Request for Bids (hereinafter “RFB”)/Request for Proposals (hereinafter “RFP’s”) to create an approved vendor “call list”, subject to applicable state and federal regulations. A vendor may remain on the call list for up to three (3) years without renewal of the RFB/RFP. The call list may be utilized in accordance with this policy for the purpose of awarding contracts to

Town of Fairfield Purchasing Policy

vendors without additional bidding requirements. Examples of these types of services may include, but are not limited to:

1. Engineering and Architectural services;
2. Equipment rental;
3. Supplies (maintenance, custodial, education, other);
4. Snowplowing;
5. Tree work;
6. Ground maintenance supplies;
7. Other professional or consulting services (legal, nurses, occupation therapy physical therapy, education consultants etc.); and,
8. Remediation Services

K. Insurance Certificates

- If required by the bid documents the Purchasing Department and FPS will obtain and the Purchasing Department will maintain a file of insurance certificates for those contractors receiving an award as a result of the bid process. **This file shall also be maintained and managed in the Town's financial management system.** The Purchasing Department will review this list annually to ensure compliance with insurance requirements.
- The Purchasing Department will maintain a schedule for vendors, insurance policies and the expiration dates and will obtain updated insurance certificates for active projects as policy periods expire.

Commented [TA7]: We are happy to look into this but do not have the infrastructure currently in place. Shall is the problem.

L. New Vendors/Federal W-9 Forms

- New vendors will be added to the vendor file based upon vendor's completion of a new vendor form **(Exhibit I)** and the Purchasing Department's approval of the same.
- Approved vendors shall provide a fully completed W-9 upon receipt of the new vendor form.
- W-9 forms will be scanned and attached to the vendor record.

Commented [TA8]: We still don't have this document and are uncertain of value. New vendors submit a tax form

M. Sale of Surplus Property

- Per Section 4.5 of the Town Code, whenever any Town officer, board or commission (including the RTM) determines that any Town property under its jurisdiction is no longer useful for Town purposes it shall notify the PURCHASING AUTHORITY along with a description of said property.
- Unless the PURCHASING AUTHORITY can find another suitable use for said property within another Town department, the PURCHASING AUTHORITY shall have the right to dispose of said property through sale or other means, in its sole discretion, while returning the maximum value to the Town.

N. Reporting to the Board of Finance

The Purchasing Department shall formally report to the Board of Finance as required by the Charter. Reporting shall be completed on a quarterly basis. The report shall include, at minimum, the following:

1. Emergency purchases made pursuant to Section 6.0 of this policy

Town of Fairfield Purchasing Policy

2. Bid waivers by type, amount and vendor made pursuant to Section 6.0 of this policy. For purposes of this reporting requirement, bid waivers exclude contracts awarded under the MRO or On-Call Bid List sections of this policy: and,
3. Listing of all sole source awards over \$100,000 made pursuant to Section 6.0 of this policy.
4. Any exceptions to this policy approved by the PURCHASING AUTHORITY or any other Town or FPS official

O. Procurement Process Responsibilities

1. Preparation of Bid/Proposal Specifications (Section 5.2)

- The Purchasing Department is responsible for reviewing, modifying and assisting in the preparation and approval of, bid/proposal specifications prior to public distribution. A cooperative effort between the Purchasing Department and the ordering department is required in developing the bid/proposal specifications. In the case of FPS, the Purchasing Director will work with the FPS Finance and Business Office and/or the Superintendent.
- The Purchasing Department shall monitor use of the bid/proposal specifications for commodities, services and construction.
- The Purchasing Department is authorized to issue regulations or policies as a means of setting standards for the preparation, maintenance and content of the bid/proposal specifications for commodities, services and construction items required by the Town.

2. Types of Competitive Bid (Section 5.3)

For purchases pursuant to State of Connecticut Contracts and Other Public Purchasing consortiums and cooperatives:

- Prior to the Town using a publicly bid contract for services, the Purchasing Department shall review said contract and verify the vendor's quote/proposal is in compliance with the terms of said contract.
- Upon verification of contract documents, the Town may issue an award letter which shall state that the award is dependent upon the vendor's ability to fully comply with the Town's required insurance coverages.
- The award letter shall also state that, where the Town will be using a State of Connecticut or other contracting entity, the name of the contracting entity will be replaced with the word "Town" throughout the contract language for interpretation purposes relating to contract meaning.
- Additionally, the vendor shall be required to provide the Town an acknowledgment that the rights afforded to the State of Connecticut or other contracting entity pursuant to the contract award shall apply to the Town as a third-party beneficiary of this contract award.
- For purchased services, once the insurance coverage documentation has been received and determined to be complete, correct and current by the Purchasing Department and the department properly prepared the requisition as required below, the purchase order will be approved.

Town of Fairfield Purchasing Policy

3. Exceptions to Public Bidding

Exceptions to Public Bidding requirements may be applicable in the circumstances set forth below. Definitions, PURCHASING AUTHORITY roles and responsibilities, and required approvals are set forth in Section 6.0.

- Emergency Purchases
- Single Source / Sole Source
- Utility Services
- Approved Local Maintenance, Repair and Operations (MRO) Vendors
- Professional Services
- Special Education Program and Related Services, including tuition, transportation, corrective and other supportive services identified by the IEP team and legally mandated.

Commented [TA9]: Can delete if we change the program as suggested

Town of Fairfield Purchasing Policy

SECTION THREE TOWN DEPARTMENT RESPONSIBILITIES

3.0 Town Department Responsibilities

Town Departments and FPS are charged with the following responsibilities in the purchasing process:

- A. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices and the Town of Fairfield Purchasing Policy.
- B. To communicate and coordinate purchases within their own department and the Purchasing Department.
- C. To provide detailed, accurate specifications to ensure goods obtained are consistent with requirements and expectations.
- D. To prepare requisitions in accordance with instructions so as to minimize the processing effort.
- E. To inform the Purchasing Department of any vendor relations problems, shipping problems (i.e. damaged goods, inferior quality of goods, late delivery, incorrect items delivered, incorrect quantity delivered, etc.), , and any situations which could affect the purchasing function.
- F. To minimize urgent and sole source purchases and to provide written documentation when such purchases may be necessary.
- G. To assist the Purchasing Department with the review of all bids received for compliance with specifications and provide written documentation regarding their findings.
- H. To never “split” orders for the purpose of avoiding procurement requirements.
- I. To establish and update as necessary the ship-to address locations and the authorized approver paths for payment requisitions.
- J. To notify the Finance Department, or Fairfield Public Schools (FPS) Chief Financial Officer, as necessary, of any additions or changes to the staff involved in the approval process. The Finance Department of the town will update the accounts as requested. At FPS, the approval workflow is specific to the user function role; maintained by the FPS Chief Financial Officer and the FPS Director of Information Technology. Any changes to user functions or workflow can only occur with the appropriate request to these individuals. Within the approver path, each required individual must review and approve a requisition or that requisition will not be converted into a purchase order.
- K. Vendor Performance Issues
 - If a vendor’s performance is unacceptable, it is the responsibility of the end-user department to inform the PURCHASING AUTHORITY. In the case of FPS, the school department must notify the FPS Chief Finance Officer, who will, in turn, notify the PURCHASING AUTHORITY.
 - The PURCHASING AUTHORITY shall assist the department in finding a solution. Such a solution may include the cancellation of the award, issuing a new solicitation, and/or declaring the vendor in default and pursuing a legal remedy.

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- A vendor who is declared to be in default may be designated a non-responsive bidder who may be disqualified from consideration for future awards for the period determined by the PURCHASING AUTHORITY.

L. Procurement Process Responsibilities

1. Preparation of Bid/Proposal Specifications (Section 5.2) for the Town and FPS

- The ordering department is responsible for preparing and formulating technical specifications as well as giving final review and approval of the bid/proposal prior to advertising the bid/proposal.
- The requirements of this section regarding the standards established for the specifications shall apply to all specifications prepared by Town and non-Town personnel and FPS and non-FPS personnel, including, but not limited to, those prepared by architects, engineers and designers.

2. Exceptions to Public Bidding (Section 6.0)

- Exceptions to Public Bidding are set forth in Section 6.0.

3. Bid Award (Section 7.4)

- The procuring department head shall be responsible for ensuring adequate funds are available.

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Town of Fairfield Purchasing Policy

SECTION FOUR BID THRESHOLDS AND RELATED PROCEDURES

4.0 Thresholds and Related Procedures

4.1 General Guidelines

- The thresholds set forth in Section 4.2 apply to orders for like items or services that would ordinarily be purchased on a single purchase order. Purchases cannot be separated into multiple requisitions for the purpose of avoiding such thresholds. The PURCHASING AUTHORITY is responsible for monitoring requesting department requisitions to ensure purchases have not been separated into multiple requisitions to bypass thresholds set forth in this policy. If patterns are detected, it is the responsibility of the PURCHASING AUTHORITY to notify and work with the Finance department to audit whether or not a violation has occurred.
- Documentation for quotes required pursuant to Section 4.2 must be scanned and uploaded into the financial accounting software (MUNIS) as part of the requisition process before a purchase order can be approved. Failure to do so will cause the requisition to be rejected.
- The PURCHASING AUTHORITY may waive the requirement to obtain competitive quotes if the purchase meets the any criteria set forth in Section 6.0. Departments must document a summary of their attempted actions towards acquiring quotes and shall include this information in the “General Notes” section of the purchase requisition.
- The purchase of goods and services including material, equipment and supplies shall be in accordance with the provisions of Section 5.0, which sets forth the following competitive purchasing methods:
 - **Request for Bid (RFB)** process
 - **Request for Proposal (RFP)** process
 - **Request for Qualifications (RFQ)**,
 - **Public Purchasing Consortiums/Cooperative Purchasing**

Commented [TA10]: This requires bid waivers for items below the bid threshold. Should be reworded to allow for Purchasing Authority discretion to waive multiple quotes upon review of attempted actions

4.2 Thresholds for Purchases

The thresholds for purchases of goods and services including material, equipment and supplies which individually (unit cost) or in the aggregate (unit cost X quantity) are as follows:

<u>Transaction Amounts</u>	<u>Required Procedures</u>	<u>Required Documentation</u>
\$1 to \$9,999.99	Shall be awarded at the discretion of the procuring Department Head, on the basis of best value, and in the best interests of the Town.	
\$10,000 to \$24,999.99	Shall be awarded based on results of 3 or more written quotations; may be solicited by the procuring Department or with assistance from Purchasing.	Request for Quotation Form (Exhibit B)
\$25,000+	Formal Public Bid/RFP Process	Bid/RFP Documents and corresponding proposals

Commented [TA11]: We need flexibility to alter the document used based on project needs. Can we list this Exhibit B as an example—not THE required doc

Town of Fairfield Purchasing Policy

SECTION FIVE METHODS OF PUBLIC BIDDING

5.0 Methods of Public Bidding

5.1 General Information

- Bid requests for materials and services shall be prepared by the procuring department with sufficient lead time to allow for standard processing of the order and delivery of the materials or services.
- Procuring departments should work with the Purchasing Department as necessary, to determine the lead time necessary for the delivery of goods and services to be purchased. The FPS must work with their Finance Department to coordinate with the Town Purchasing Department. The Purchasing Department will act in good faith to ensure that the schedule aligns with the needs of individual departments.

A. Addenda

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing.

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will only be accepted during Request for Information (hereinafter "RFI") period listed on the bid document.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

All addenda shall be included as an integral part of the bid document and should be reflected in the bid offer.

B. Bid Submissions

Bids must be received by the Purchasing Department by the time and date listed in the bid documents to be considered for award. Bids that are received by the Purchasing Department after the posted time and deadline are considered non-responsive and will be returned to the bidder unopened. The award of the RFB shall be made to the bidder that submits the lowest priced responsible bid or in accordance with other bid scoring criteria if applicable.

C. Consolidated Procurements (Blanket Purchase Orders)

- The Purchasing Department shall, wherever appropriate, consolidate the purchase of commodities or services required by the various departments on a recurring basis, in order to obtain competitive sealed bids or other forms of solicitation to assure the best possible volume prices.
- Upon award, the Purchasing Department shall notify all departments of the blanket or consolidated procurement, which shall only be valid for the fiscal year in which it was issued.

Commented [TA12]: We should add a bullet point making clear that requests for info shall only be directed to the contacts listed in the solicitation.

Commented [TA13]: Consolidated Procurements and Blanket PO's are different things

Town of Fairfield Purchasing Policy

DE. On Call Bid lists (to be used in conjunction with MRO vendors only)

The Purchasing Department shall, wherever appropriate, based upon analysis of Town purchase activity, issue an RFB/RFP for commodities or services required by various departments that may be needed on an “on call” basis.

Commented [TA14]: Where is D?

FE. State and Federal Funded Projects/Expenditures Bidding Requirements

- Notwithstanding the requirements of this section, all procurements that are funded by federal or state grants, including the application for competitive grants, shall comply with the procurement and legal requirements of the federal or state laws or regulations.
- Federal Uniform Guidance requirements are detailed in: Reference website: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d?toc=1>
- State requirements are detailed in **Exhibit K**.

5.2 Preparation of Bid/Proposal Specifications

A. When properly developed, a specification should:

- Be clear and concise;
- Promote overall economy for the purposes intended and encourage competition in satisfying the Town’s needs;
- Not be unduly restrictive;
- Ensure product or service will perform its designed function: and,
- Maximize the number of bids received from qualified bidders.

5.3 Types of Competitive Bid

A. Request for Bids (RFB)

RFB’s are developed when the desired commodity, services or project can be clearly specified.

The exception to the above shall be for the services of skilled tradesmen or mechanics, which the Town may require on an “as needed” basis, solicited via the RFB process. The PURCHASING AUTHORITY shall determine whether to issue a RFB or an RFP.

Components of an RFB include the following:

- a. Terms and conditions, (Exhibit L);
- b. Specifications for the commodity or project;
- c. Insurance coverage requirements, as applicable; and,
- d. Contract format for the commodity or project, as applicable;

Required supporting documentation may include but is not limited to: (Exhibit E)

- a. Cover page, completed and signed;
- b. Signed bid proposal Form;
- c. Schedule of values, if applicable;

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- d. Addenda acknowledged, if applicable;
- e. Copies of any required licenses or certifications, as applicable;
- f. List of references;
- g. List of all sub-contractors; and,
- h. Bid bond (if required)

Negotiation of pricing does not generally occur with the RFB process.

B. Request for Proposal (RFP)

RFPs are utilized for proposed services related to highly technical or service-oriented projects that cannot be clearly detailed. In these circumstances, the Town or FPS may solicit from proposers the methodology or solution to achieve a specific result. RFPs may be applicable for consulting, financial, program provisioning, training, technology or similar services.

With RFPs, price may not be the primary consideration in the award and therefore it is not required that the lowest priced proposal will be given the award. Factors that may be involved in determining which entity will receive an award include but are not limited to:

- The ability of the proposer to successfully deliver the stated outcome of the scope of the work.
- The ability to provide the specified service component is most important with pricing being of secondary or equivalent overall importance.
- With the RFP solicitation process, negotiation with the most qualified and responsive proposer may occur upon recommendation of award for contract.

The main components of an RFP include the following:

- a. The terms and conditions (See Exhibit L for an example);
- b. Description of the scope of work;
- c. Proposal submission requirements;
- d. Special conditions, service requirements, project deliverables;
- e. Insurance coverage requirements;
- f. Contract format, as applicable)

Required supporting documentation may include but is not limited to (Exhibit E)

- a. Cover page, completed and signed;
- b. Signed Fee Proposal Form;
- c. Schedule of Values, as applicable;
- d. Addenda acknowledged, as applicable;
- e. Copies of any required licenses or certifications, as applicable;
- f. List of References;
- g. List of all sub-contractors;
- h. Bid bond, as applicable;
- i. A copy of the firm's Financials;
- j. Identification of current or last Litigation; and,

Town of Fairfield Purchasing Policy

k. Certification of no conflict of interest

C. Request for Information (RFI)

RFIs are utilized when a procuring department is interested in obtaining information or a solution to solve a specific problem or need or seeking a potential bidder/consultant. RFIs are designed to request general information designed to educate and inform.

D. Request for Qualifications (RFQ)

RFQs are utilized to assess and rank vendors based on their qualifications specific to project criteria established by the PURCHASING AUTHORITY and the procuring department. The RFQ process may be used where the project or service requirements require that selection criteria be primarily influenced by the bidder's knowledge and experience in similar or related projects or service.

- The selection panel shall establish the specific criteria and assign weights by which responses received shall be evaluated.
- The specific criteria and related weights to be used in the evaluation process by the selection panel must be clearly stated in all documents relating to the RFQ procurement process.
- Fee Proposals may then be solicited from the most qualified vendors that meet the specific project needs.

E. Public Purchasing Consortia/Cooperative Purchasing

Purchasing Consortia may be utilized for purchases where such use would provide more favorable pricing to the Town than conventional purchasing.

- The PURCHASING AUTHORITY may authorize the use of Consortia where their use is considered to be in the best interest of the Town.
- The PURCHASING AUTHORITY may 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.
- Purchases conducted under this section shall be through contracts awarded through full and open competition, including use of source selection methods substantially equivalent to those specified in Section 5 (Methods of Public Bidding).

Examples of the currently known and commonly used public purchasing consortia/cooperative purchasing organizations include but are not limited to:

1. State of Connecticut – Department of Administrative Services (DAS);
2. Council of Governments (COGs);
3. U.S. General Services Administration (GSA) Contracts;
4. Sourcewell Awards;
5. MHEC; and,
6. State College and University Awards

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To be approved for use, the following conditions apply:

- The consortium must utilize competitive public bidding procedures meeting the Purchasing Policy's requirements.
- Use must be reviewed and approved by the PURCHASING AUTHORITY and, where applicable, the Fairfield Public Schools Finance Department.
- Terms and conditions in publicly bid contracts including the duration of the award, indemnification language, bonding requirements, etc. apply to the municipality and shall be adhered to by the Town of Fairfield and FPS.
- Vendors may be required to comply with the Town's standard insurance requirements, even if those standard requirements differ from what is in the publicly bid contract.
- If there are specific terms in a publicly bid contract that are not consistent with the Town's policy or cause concern, those terms should be evaluated on a case-by-case basis by the PURCHASING AUTHORITY prior to deciding to use a particular contract. This evaluation and review process may involve discussions and input from the Town Attorney.
- The Purchasing Department and FPS shall annually review State Contracts and other public consortiums/contracts, for updated award information, terms and conditions and compatibility with the purchasing policies and procedures. The list will be updated and published on the website annually.

F. Standardization

Standardization of specifications for items common to several departments can facilitate an efficient purchasing process. The Purchasing Department and departments shall work together to establish standard specifications for such items.

G. Brand Name (or Equal) Specifications

In purchasing equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Purchasing Department may limit bidding to a specific product type or a brand name product. Use of brand names in specifications shall be for the purpose of describing the standard of quality, performance, and characteristics the Town or FPS desires and not be intended to limit or restrict competition. If a brand name is incorporated into a specification, a minimum of two acceptable brands shall be listed whenever possible and shall be followed by the statement "or approved equal" unless the sole source rule applies.

Using specifications provided by a specific manufacturer should be avoided, however, if used, the name of the manufacturer, model number, etc., should be indicated. The bid document shall clearly state that the use of the manufacturer's specifications is for the sole purpose of establishing the level of quality desired. The Purchasing Department reserves the right to determine and approve any product submitted as an "or equal".

Town of Fairfield Purchasing Policy

SECTION SIX EXCEPTIONS AND EXEMPTIONS TO PUBLIC BIDDING

6.0 Exceptions and Exemptions to Public Bidding

6.1 Exceptions to Public Bidding and Quotation Requirements

The provisions of Section 4 of this Policy may be waived by the PURCHASING AUTHORITY pursuant to this Section. Written documentation justifying the exception shall be maintained.

A. Emergency Procurements

(i.) Where required under unforeseen emergency conditions requiring immediate response by virtue of a legal requirement arising under Federal or State law, or a local ordinance, the PURCHASING AUTHORITY may exempt one-time (only) purchases from public bidding requirements.

(ii.) In any case that does not comply with 6.1A(i) but for which compliance with purchasing requirements shall be deemed to be impractical or not in the best interests of the Town, bidding requirements may be waived with the approval of the PURCHASING AUTHORITY and concurred upon by a majority of the Board of Finance.

Each waiver of bid shall contain a statement of the reasons therefore and documentation of approvals as applicable, and shall be kept on-file in the office of the PURCHASING AUTHORITY, where it shall be available for public inspection and audit.

Determination shall be based upon need and shall not be utilized:

1. To satisfy preferences or convenience of the using Department;
2. For preventing funds from lapsing at the end of a fiscal year; or,
3. For any reason that would circumvent the procurement methods set forth in this section

B. Single Source/Sole Source Bid Waiver

1. Sole Sourcing

A procurement process that occurs when there is only one source for a commodity service or construction item. On occasion, equipment parts for replacement or repair services for equipment can be obtained only from the manufacturer or area sales and service outlet of the particular manufacturer. Such materials and services will be approved by the Purchasing Department as single source. Sole sources awards must be evaluated every 3 years.

2. Single Sourcing

A procurement process that allows a single source to be designated even though multiple sources of supply exist. A justification for the sole source is required and is only valid for one purchase order.

C. Utility Services

Utility services include the following:

Town of Fairfield Purchasing Policy

1. Supply of light
2. Power
3. Telephone
4. Water
5. Natural gas
6. Cable Television: and,
7. Broadband Services

All of the services listed above may be bid out with the exception of water, which is a non-competitive utility service.

- Due to deregulation of these industries, if the Town chooses not to continue with the publicly designated utility provider, the Town shall have the option of the issuance of its own (RFB) or use of a publicly held agreement or contract award.

D. Approved Local Maintenance, Repair, and Operations (MRO) Vendor(s)

An approved MRO vendor is a business located in Fairfield or New Haven counties, that has been selected by one or more departments for the purchase of certain commodities and authorized for use by the PURCHASING AUTHORITY. MRO vendors are used primarily when the completion time of a project is of primary concern to the Town, and where there is no existing Town commodity award. Approved MRO vendors are established through a competitive bidding process and evaluated annually by the PURCHASING AUTHORITY.

- The PURCHASING AUTHORITY may deny utilizing a vendor who is in default on payment of Town taxes, licenses or other monies due to the Town.
- Approved local vendors may be used for annual purchases costing up to \$50,000 without issuing a RFB or obtaining individual quotes for purchases.
- Products to be provided by approved local MRO vendors may include but are not limited to:
 - a. Auto Parts & Supplies;
 - b. Electrical Supplies;
 - c. Hardware;
 - d. Lumber;
 - e. Nursery Supplies and Shrubbery;
 - f. Paint and Painting Supplies;
 - g. Plumbing Supplies; and,
 - h. Small Hand Tools
- It is the responsibility of each procuring department to contact each MRO vendor annually to obtain the pricing discount structure being afforded to their department. Such pricing discount information is to be forwarded to and approved by the PURCHASING AUTHORITY.
- The Purchasing Department reserves the right to severely curtail or eliminate the use of any MRO vendor if abuse of the process is discovered.

E. Professional Services (Defined under Definitions Section)

Contracts for professional services (including both consulting services and services agreements) projected to exceed \$25,000 on an annual basis must follow the process set forth in this policy

Commented [TA15]: Either Kill or greatly reduce to "the town highly encourages using local MRO vendors within the confines of the bid thresholds"

Commented [TA16]: \$5000 single purchase and \$50,000 annual PLUS asking for a discount feels more like a punishment than a reward to potential local vendors.

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unless specifically exempted hereunder. Professional services may be exempt from bidding up to \$50,000 with sufficient justification, subject to approval by the PURCHASING AUTHORITY. All retainer type professional services agreements should be reviewed and publicly bid via a RFQ/RFP at least every five (5) years.

F. Service Agreements

A. General Rules Applicable to Service Agreements

- Service agreements are initiated to allow for the quick, routine response to the need for the repair of Town or FPS facilities and equipment. Service agreements are to be used to engage services where the individual service need is below \$25,000 for each service. Service agreements shall not be used for capital improvement projects.
- Once the initiating department funds the service agreement, the contract value cannot change, by supplement or withdrawal, over the life of the contract. This procedure has been established to avoid closure of a contract at fiscal year-end where the service agreement may have 3 to 4 option years.
- The vendor must provide the Town with a written quotation for the total cost of the project.
- Service contracts may be extended without bids if terms and conditions remain the same and any fee adjustments are mutually agreed upon and based on an applicable index such as the US Bureau of Labor Statistics Consumer Price Index. Vendors approved through a competitive process and have been contracted by the Town or FPS for a definitive period may be used in the same manner/statement of work.
- As a general rule, each purchase order stands alone and shall not be grouped together with other purchase orders issued by the same or other departments for the purpose of performance bonding. The one exception to this is where one department issues more than one purchase order against the same service agreement in a short period of time. In this case, those purchase orders could be considered to be the same project and, if the combined cost was greater than \$100,000, a performance bond could be required.
- The contractor is to follow pricing that was submitted. Service agreements and associated pricing are available to Town Departments and FPS in the Purchasing Department. If the using department has questions after reviewing the online service agreement, they should contact the Purchasing Department.
- The Purchasing Department reserves the right to bid separately any service requirement.

6.2 Exemptions to Public Bidding

Purchases exempt from public bidding are at the discretion of the PURCHASING AUTHORITY and may include but is not limited to the list as follows:

- Legal Services;
- Education Professional/Consulting Services;

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- Investment Managers;
- Purchases from another Governmental Entity;
- Services that are properly determined to be single source in accordance with the requirements of the Purchasing Policy;
- Special Education Program and Related Services, including tuition, transportation, corrective and other supportive services identified by the IEP team and legally mandated.

Commented [TA17]: What about sole source?

Town of Fairfield Purchasing Policy

SECTION SEVEN BID AWARD PROCESS

7.0 Bid Award Process

7.1 Formal Bid Opening Process

- In order to be accepted, bids and/or proposals must be received by the PURCHASING AUTHORITY prior to the specified deadline. The specified time will be determined by the clock located in the Office of the PURCHASING AUTHORITY. Bids and/or proposals shall be opened in public beginning promptly after the deadline.
- At least two (2) Town employees shall be a witness to all bid/proposal openings and shall initial bid or proposal reply sheets. If staffing levels permit, a member of a Town department or FPS, other than the Purchasing Department, shall also be witness to the bid/proposal openings and shall also sign the bid results sheet.

7.2 Responsive, Responsible Proposer

- All awards based on RFB and RFP processes shall be awarded to the most responsive, responsible proposer. The Town utilizes multiple factors to determine the selection of the most responsive, responsible proposer.
- In addition to price and the evaluation criteria established for the award of the RFB and RFP, the Purchasing Department shall consider, but not be limited to, the following:
 - a. the content and the quality of the proposal submission and how well the submission addressed the needs of the criteria contained in the RFB/RFP;
 - b. the best value considerations; and,
 - c. the success of the negotiation process with the proposer

7.3 Determination of Non-responsive Bidder/Proposer

A non-responsive bidder is a bidder who does not have the capacity and/or capability to perform fully the contract/requirements, or who does not have the integrity or reliability to assure proper performance of the contract/requirements and/or terms.

7.4 Bid Award

- The First Selectperson, the Purchasing Department, CFO, Town Attorney, Board of Education CFO, Superintendent or other contracting officer(s) of the Town as designated by the PURCHASING AUTHORITY have the authority to award agreements within the confines of the details in the RFB/RFP documents.
- The award should only be made after completion of the Town Bid Control Sheet (Exhibit F) that verifies that the vendor is eligible for the award based upon Town's policies as follows:
 1. Adherence to requirements of the RFP;
 2. Proper licenses or permits;
 3. Bid bond provided (if applicable);
 4. No outstanding delinquent taxes; and,
 5. Verification of insurance coverage

Commented [TA18]: Eliminate reference to RFB. The items in this section are specific to RFP.

Commented [TA19]: We propose replacing Exhibit F with our Bid Folder Checklist. Should also reference the Town's Award Recommendation Resolution document here

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- A written determination of a particular bid or proposal shall be made by the Purchasing Department 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.

7.5 Waiver of Defects

After review of all factors, terms and conditions, including price, the Town always reserves the right to waive defects in any and all bids or any part thereof, or accept any singular proposal or grouping of proposals deemed to be in the best interest of the Town.

Typically, a defect to be waived is of a minor nature and not of a material nature that would undermine the good or service to be purchased. The Purchasing Department, with a recommendation from the requesting department, will determine if a defect in a bid shall be waived and under what circumstances.

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SECTION EIGHT CONTRACTS

8.0 Contracts

8.1 Purchase Orders

Purchase orders issued to vendors are effectually a contract for the goods or services to be purchased.

8.2 Formal Contracts

Formal contracts are required for the following types of purchases:

- a. Building improvements;
- b. Public works construction and/or maintenance projects;
- c. Services;
- d. Leases (or other real estate agreements);
- e. Services and professional services in the amount of \$50,000 or more;
- f. Grants from the federal and/or state governments; and/or,
- g. Agreements that extend for more than one year.

Commented [TA20]: May be required, but is not limited to, the following types of purchases

Commented [TA21]: Not really a Purchasing Dept function

8.3 Format and Use of Contracts (Town Charter Section 6.1)

- The format and execution of such contracts shall be those established and approved for use by the PURCHASING AUTHORITY and the Town Attorney.
- Upon award of a contract by the PURCHASING AUTHORITY, in accordance with Charter Section 9.3 C. (2) the Town attorney shall review and approve all contracts, both as to form and compliance with all legal requirements of the Charter.
- In addition to such other legal requirements as may be examined by the Town Attorney, a contract shall be deemed to not comply with the legal requirements of the Charter if the Town Attorney determines that satisfactory proof of the availability of unexpended, appropriated funds does not exist or if the file does not include each of the following:

General Components of a Contract

1. Parties;
2. Purpose;
3. Project Period – Start and End;
4. Contract Price;
5. Method of Payment;
6. Penalty/Liquidated Damages;
7. Work Completion and Termination;
8. Insurance;
9. Quality Control;
10. Warranty; and,
11. Dispute Resolution

Town of Fairfield Purchasing Policy

SECTION NINE VENDOR INFORMATION AND REQUIREMENTS FOR SUBMITTING BIDS

9.0 REQUISITIONS AND PURCHASE ORDERS

MUNIS is the Town's current financial system software package. It is through MUNIS that purchase requisitions and direct purchase orders are created in order to process invoices. Purchase requisitions are converted into purchase orders (POs) by the PURCHASING AUTHORITY.

The Town or FPS IT Department, as appropriate, will set up a user identification number and give the new user the appropriate permissions as determined by the Finance Department and the user's department head.

9.1 Requisitions

- The initiation of a requisition in MUNIS begins the process of creating a purchase order. At a minimum, the requisition includes the following information:
 1. Vendor number;
 2. Vendor name;
 3. Line-item descriptions;
 4. Line-item pricing;
 5. Commodity code information;
 6. Ship to information;
 7. Price quote information;
 8. RFB/RFQ number (if applicable); and
 9. Contract or Service Agreement Number (if applicable)
- Requisitions should be processed for the procurement, lease or rental of equipment, supplies, materials, agreements for services and professional services covered under a quote, contract, or an award.
- Once the requisition is approved by the Town or FPS Finance Department, as appropriate, and the PURCHASING AUTHORITY, the individual department shall engage the services of the contractor with the purchase order being sent to the contractor.

Commented [TA22]: Not really a Purchasing Authority function- more of a purchasing dept function

Commented [TA23]: Department, not Authority

9.2 Purchase Orders

Purchase orders issued by the Town ~~to~~ form a legal contract between the Town and the contractor/vendor. It is required that the using department have a purchase order in place (contract) prior to having any work and/or services performed, or materials and/or products purchased or agreement with another party signed.

a. Upon approval of a requisition, a purchase order shall be initiated. Purchase orders are required for all purchases other than those purchases allowed under the Non-Purchase Order Voucher Policy.

Payment vouchers may be used in accordance with the Non-Purchase Order Policy, to purchase items including:

- Employee reimbursements (conferences, mileage, tuition and meetings);
- Petty cash replenishment;

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- Subscriptions;
- Membership dues;
- Postage;
- Phones;
- Refunds;
- Fees; or,
- Utilities;

9.3 Additional Purchase Orders to Vendors Under Current Bids

If it becomes necessary to issue an additional purchase order to a current vendor under a previously submitted bid the purchase orders must be for the same statement of work/purchase as the bid award.

9.4 Credit Card Purchases

The requirements for use of purchase orders detailed above also apply to all credit card, debit card or Purchasing card purchases.

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SECTION TEN REQUEST FOR BID/PROPOSAL/QUALIFICATION PROCESS GUIDELINES

10.0 Request for Bid/Proposal/Qualification Process Guidelines

10.1 Announcements for Request for Bid (RFB)/Request for Proposal (RFP)/Request for Qualifications (RFQ):

The Purchasing Department shall announce an RFB/RFP/RFQ by one or more of the following means:

- An RFB/RFP/RFQ will be posted on the Town's website at least ten (10) business days preceding the date set for the receipt of the bid/proposal submissions.
- Notice of the RFB/RFP/RFQ is posted on the State of Connecticut, Department of Administrative Services (DAS) bid portal website.
- When required, the Purchasing Department shall publish a notice of the RFB/RFP/RFQ in the local newspaper at least ten (10) business days preceding the date set for the receipt of the bid / proposal submissions.
- Approved cooperative contract awards, emergencies, approved single or sole source justifications and approved bid waivers, are not required to be publicly advertised.
- When required by the requestor, the Purchasing Department will publish a notice of the solicitation document in at least one local newspaper for at least one day, a minimum of ten (10) business days preceding the date set for the receipt of the proposal submission.

Commented [TA24]: Usually funding source-driven, not requesting department-driven

10.2 Pre-Bid/Pre-Proposal Conference

- Where construction projects, or specialized services are involved, the Purchasing Department and the requesting department may determine that a pre-bid/pre-proposal conference should be held. These conferences may or may not be mandatory.
- Prior to the pre-bid/pre-proposal conference, the RFB or RFP will be sent to prospective bidders. At the pre-bid/pre-proposal conference, the Purchasing Department, working in conjunction with the PROCURING department and the vendors, will review the specifications. If it is determined that revisions to the specifications are needed, and/or a deadline change is warranted, an addendum will be issued.

Commented [TA25]: MAY be. We don't always do this. Advertising is the only certainty.

10.3 Addenda - Request for Information (RFI)

- It is the responsibility of the Bidder/Proposer to inquire about any requirement of this RFB /RFP that is not understood. Responses to inquiries, if they change or clarify the RFB / RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB/ RFP.
- No oral inquiries will be accepted. Written inquiries must be made to:

Commented [TA26]: Response to ANY inquiry must be through an Addendum. We do NOT forward them to anyone. It is interested parties responsibility to seek out addenda prior to submitting a bid. See 4 bullets down!

Town of Fairfield
Purchasing Department
Attention: Director of Purchasing
725 Old Post Road
Fairfield, CT 06824

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E-mail: Purchasing@Fairfieldct.org

Commented [TA27]: Not really used. Email address of Buyer defined in the bid document

- Written requests for information will not be accepted after the time and date noted in the invitation to bid or request for proposal document.
- Response will be in the form of an addendum that will be posted at the approximate time and date noted in the invitation to bid or request for proposal document to the Town of Fairfield Purchasing Department website: <http://www.fairfieldct.org/purchasing>.
- It is the responsibility of each proposer to retrieve addenda from the website. Addenda will not be mailed, e-mailed or faxed.
- Any contact about this RFP between a bidder and any Town official, department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that bidder.
- Any questions or request for clarification which is answered by phone, in person or in any other manner than specified above shall not be binding on the Town and cannot be relied upon in any manner by any proposer or bidder.
- Failure to comply with these conditions will result in the bidder or proposer waiving the right to dispute the bid specifications, requirements and/or conditions.

Commented [TA28]: Should read "No questions will be answered by phone"

10.4 Bid Submissions

1. Bids shall be accepted at the location specified by the PURCHASING AUTHORITY up to the deadline.
2. The Purchasing Authority reserves the right to extend a deadline under the following conditions:
 - a. When a change occurs to the bid or proposal documents through an addendum. The new deadline will be clearly indicated in the addendum and the addendum shall be posted on the Town's website.
 - b. During inclement weather, the PURCHASING AUTHORITY may, at its discretion, extend a deadline. Any bids or proposals received prior to the original deadline shall remain sealed.
 - c. In the event that Sullivan Independence Hall (SIH) is closed, the PURCHASING AUTHORITY shall extend the bid deadline until the next business day that SIH re-opens for business.
3. The RFB/RFP is to be submitted in a sealed envelope and clearly marked on the outside in the following format: (BID #2021-111" "RFP#2021-111)

Proposal submissions should sent to and addressed as follows:

Town of Fairfield
Purchasing Department
725 Old Post Road
Fairfield, CT 06824

4. The bid or proposal must be signed.

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5. Bids, proposals, qualifications are prohibited from being submitted via telephone or fax. Email submissions will be accepted only if specifically requested in RFP.

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6. Bid, proposal and or qualification submissions delivered or received later than the date and time specified on the invitation to bid shall not be considered and may, if requested, be returned to the bidder/proposer unopened.

10.5 Alternate Bids

- The Town may allow bidders to supply alternate bids for some purchases.
- An alternate bid is a bid for a similar product or service that does not exactly meet the identified specifications in the Request for Bid (RFB). An alternate bid must be clearly identified as such in order to be considered by the Town. The Town will consider an alternate bid only if bidders have been approved to provide an alternate bid.
- Unless requested to do otherwise, bidders shall provide one price for each of the specified and required line item(s) and no more than one (1) total lump sum bid price.

Commented [TA29]: This contradicts the Terms and Conditions of our bid packages which states basically that they can "protest" the specs if they want to submit an alternate item DURING the Q&A period.

10.6 Bid Security

1. Failure to include bid security, when required, will result in the rejection of the bid submission.
2. Bid security is required for all bids for projects/contracts when estimated cost is expected to exceed \$100,000.
3. Bid security may be required on projects/contracts under \$100,000 when the circumstances warrant, at the discretion of the Town.
4. Bids or proposals that are in non-compliance with bid or proposal requirements, will result in the rejection of that bid or proposal submission.
5. Bid security shall be a bond provided by a surety company meeting the following criteria:

- a. An AM Best rating of A- VIII or better.

<http://www.ambest.com/home/ratings.aspx>

- b. The surety company must be listed on The Bureau of the Fiscal Service website which provides a complete list of companies that write or reinsure federal bonds.
<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>

- c. The surety company must be on the State of Connecticut list of approved insurance companies in Connecticut.
https://portal.ct.gov/-/media/CID/1_Lists/Licencom.pdf

6. In addition to utilizing the websites noted above, the Purchasing Department shall further verify the authenticity of the bond by contacting the relevant surety company to verify the information provided on the bond.

Commented [TA30]: Bid docs currently say A-VII or better. Not sure which should stand.

Commented [TA31]: Researching/reviewing/contacting if necessary

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7. Bid security must be submitted with the necessary contact information needed to verify authenticity of the bond and to confirm that the surety is authorized to do business in the State of Connecticut.
8. Bid security may also be in the form of a certified company check or bank draft made payable to the Town of Fairfield. Banks must have a branch office in Connecticut with insurance provided by the FDIC.
9. Bid security shall be in an amount equal to 5% of the total amount of the bid, or in an amount specified in the bid document.
10. Bid securities will be held until the contract is fully executed. Unsuccessful bidders will have their bid securities, if requested, returned within seven (7) days of a bid/proposal award unless prior notification within the RFB/RFP or special notification to the bidder in writing is made.
11. An apparently successful bidder may be subject to the forfeiture of their bid security if they fail to enter into contract with the Town within the number of days specified in the RFB/ ~~RFP specifications~~RFP specifications.

10.7 Contract Performance and Payment Bonds

When a bid in excess of \$100,000 or if <\$100,000 is awarded or if the circumstances warrant in the opinion of the Chief Fiscal Officer, the following bonds or securities shall be delivered to the Town and shall become binding upon the parties upon the execution of contract:

1. A performance bond satisfactory to the Town, executed by a surety company authorized to do business in the State of Connecticut or otherwise secured in a manner satisfactory to the Town, in an amount equal to 100% of the contract price; and
2. A payment bond satisfactory to the Town, executed by a surety company authorized to do business in the State of Connecticut or otherwise secured in a manner satisfactory to the Town, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the portion of the contract price that does not include the cost of operation, maintenance and finance.
3. Payment and performance bonds shall be provided by a surety company meeting the following criteria:
 - a. An AM Best rating of A- ~~VIII~~ or better. <http://www.ambest.com/home/ratings.aspx>
 - b. The surety company must be listed on The Bureau of the Fiscal Service website which provides a complete list of companies that write or reinsure federal bonds. <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>
 - c. The surety company must be on the State of Connecticut list of approved insurance companies in Connecticut. https://portal.ct.gov/-/media/CID/1_Lists/Licencom.pdf

Commented [TA32]: Says A-VII in bid packages

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4. In addition to utilizing the websites noted above, the Purchasing Department shall further verify the authenticity of the bond by contacting the relevant surety company to verify the information provided on the bond.

Commented [TA33]: Researching/reviewing/contacting if necessary

10.8 Authority to Require Additional Security

Nothing in this section shall be construed to limit the authority of the Town to require additional security.

10.9 Proposal Validity

Unless specified otherwise, all bids / proposals shall be valid for a period of ninety (90) days from the date of such bid / proposal submission is presented to the Town.

Commented [TA34]: This shouldn't be codified. We adjust this number based on the specific goods or services being procured.

10.10 Bid Opening

- Bids shall be opened publicly. The results are then tabulated in the Purchasing Department and posted to the Town website (Exhibit E).
- Verification of bids meeting specifications, life cycle costing, reference checks, evaluations, etc., does not always mean that the "low bid" is considered the successful bid. The lowest responsive and responsible bidder, in the sole discretion of the Town, shall be awarded the bid.
- Proposals and qualifications are not required to be opened publicly. The names of the submitting vendors will be posted to the Town website.
- Under the Freedom of Information Act, vendors have the right to request bid information. This information is usually available within seventy-two (72) hours after the bid opening
- If the Town determines that a negotiation is to take place, the Town has the right to consider any information, which is essential to the negotiating process, as confidential until the negotiation process is concluded.

Commented [TA35]: Remove. Results forms are unique to each procurement

Commented [TA36]: This conflicts with current practice. Bid RESULTS are available within this time frame, but FOIA does not require us to release additional bid information until a contract is awarded.

10.11 Capacity to Perform

Any proposer considered for award as a result of theis solicitation may be required to make assurance to the Town concerning the proposer's capacity and capability to perform. Previous contracts of a like nature, financial solvency, and other information may be requested of the considered Proposer. Failure to provide assurances requested in a timely manner may be cause for rejection of the proposal submission.

10.12 Contract Obligation

The Town and responding bidder/proposers expressly acknowledge and agree that the Town has made no express or implied promises to expend any dollar amounts with respect to the services addressed by this Bid/RFP or any RFP. By submitting a bid /proposal in response to any Bid/RFP, each bid/proposer acknowledges and agrees that the provisions of any Bid/RFP, and/or any communication, statement,

Town of Fairfield Purchasing Policy

act or omission by representatives of the Town in the selection process, shall not vest any right, privilege, or right of action in any bidder and or proposer.

10.13 Key Personnel

The personnel and commitments identified on any bidder's/proposer's submission shall be considered essential to the work to be performed under this Bid/RFP.

- Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the Bidder/Proposer must notify the Town a minimum of fourteen (14) calendar days in advance and shall be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project.
- The proposer will make no deviation without the prior written consent of the Town. Replacement of personnel will be with personnel of equal ability and qualifications.
- Any employee of the proposer, who in the sole opinion of the Town is unacceptable, shall be removed from the project pursuant to the request of the Town. The proposer shall be afforded fourteen (14) calendar days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the Town.
- The Town shall have the right to reject or terminate any of the staff provided by the proposer with 24-hour notice, and the proposer must be able to provide immediate, temporary replacement and within 14 days, provide permanent replacement.

10.14 Tie Bids

- If two or more of the apparent low bid submissions are for the same dollar amount, and the quality and service being offered are considered equivalent, the award shall favor the local (Fairfield) bidder.
- If both bidders are local or none of the tied bidders are local, the PURCHASING AUTHORITY ~~shall~~ award shall award the bid to one of the lowest apparent bidders by evaluating other relevant factors ~~that are~~ that are in the best interest of the Town.
- All interested parties shall be notified of the tie bid submission and they shall be afforded an invitation to be present for the award announcement.

Commented [TA37]: Are we sure this is legal?

Commented [TA38]: Are we sure this is legal?

10.15 Assignment of Award

- No award may be assigned or transferred to another vendor or subcontractor without the consent of the Town's PURCHASING AUTHORITY.

10.16 Reservation of Rights

- The Town reserves the right to make awards on an item-by item, total or lump sum price basis.

Town of Fairfield Purchasing Policy

- Where an award is made on an item-by-item basis, the unit pricing information shall prevail. The Town reserves the right to make such awards in its best interest.
- All awards are contingent upon certification by the Finance Department (CFO or Controller) that adequate funds are available in appropriate accounts to fulfill the financial obligations of the project.
- Certain project awards may be contingent on the approval of the Board of Selectmen and in some instances potentially other Town bodies.

10.17 Rejection of Bids /Proposals

- The Town has the authority to reject any and/or all bids considered not in accordance with specifications or contract requirements of the Request for Bid (RFB), Request for Proposals (RFP), or as deemed not in the best interest of the Town to accept.
- The PURCHASING AUTHORITY may reject the bid of a vendor who is in default on payment of Town taxes, licenses or other monies due to the Town.

Commented [TA39]: PURCHASING AUTHORITY

10.18 Disqualification of Bidders

- The PURCHASING AUTHORITY has the authorization to declare vendors who default on quotations and services as non-responsible bidders.
- Non-responsible bidders may be disqualified from being considered as responsible bidders from receiving further business from the Town for a specific contract at the discretion of the Purchasing Department.
- Vendors may be declared non-responsible bidders for a specific commodity/service for a period of up to two (2) years from the particular default.
- Vendors who remedy the default will be on "probation" for one year. If any further problems should occur during this probationary period, the vendor may be declared in default for a further period. If a formerly defaulting vendor is not declared a non-responsible bidder, the occurrence of the default may nevertheless be taken into account in the ranking of bids at the discretion of the PURCHASING AUTHORITY.

10.19 Withdrawal of Bids (or Proposals) Prior to the Deadline

- A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. Such letter must be delivered to ~~the Purchasing~~the Purchasing Department prior to the published deadline. The person who signs the letter must be of the same or higher authority of the person who signed the proposal.
- After the Town is fully satisfied that a request to withdraw a bid/proposal before the published deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then

Town of Fairfield Purchasing Policy

withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

10.20 Withdrawal of Bids (or Proposals) After the Deadline

- If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.
- After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for ninety (90) days or longer, as may be specified in the Request for Bid/Proposal.
- Bidders who do not honor their bids/proposals for ninety (90) days (or for the specified) period shall be declared irresponsible bidders.

Commented [TA40]: We should add a bullet point outlining what happens if we REJECT a request to withdraw ie below steps re bid bond

Commented [TA41]: MAYBE could apply to RFP's... can't possibly work for bids which have had a public opening and results recorded for public review.

Commented [TA42]: Eliminate this specific number- differs from bid to bid.

Commented [TA43]: Eliminate specific number

10.21 Pre-Qualification of Suppliers

- Prospective suppliers may be prequalified for particular types of commodities, services and construction. The Purchasing Department shall determine the information required and the method of submitting the prequalification information required.

10.22 Substantiation of Offered Prices

- The Purchasing Agent may request factual information reasonably available to the bidder or offer or to substantiate that the price or cost offered, or some portion of it, is reasonable.

Commented [TA44]: Not sure we use this term elsewhere in the document

10.23 Withdrawal or Nullification of an Award

The Town reserves the right to withdraw an award made to the bidder/proposer under the following conditions:

Commented [TA45]: PURCHASING AUTHORITY

1. If the bidder/proposer does not satisfy conditions upon which the award was based within the specified time frame, i.e. insurance and bond requirement documentation.
2. Erroneous or false information submitted by the bidder/proposer.
3. Funding becoming unavailable for the goods, service, or project.

10.24 Lowest Responsive, Responsible Bidder

- All awards based on Requests for Bid (RFB) and/or Request for Quotation (RFQ) shall be awarded to the lowest responsive, responsible bidder.
- In addition to price, the PURCHASING AUTHORITY shall consider, but not be limited to the following:
 - Responsive – meeting the specification of the RFB/RFQ and following the protocol and the requirements of the RFB/RFQ.
 - Responsible – refers to the capability to do the work. Prior experience with the vendor may be utilized to determine the capability to do the work.

Town of Fairfield Purchasing Policy

- Compliance to the specifications, ~~terms,~~ terms, conditions and instructions established for the RFB/RFQ document.
- The integrity, reputation and experience of the bidder.
- The quality and satisfaction of any previous work or services performed for the Town.
- The financial resources available to promptly [within ten (10) business days of an award] provide the Town with the required insurance and bond requirements.
- The number and scope of any conditions and/or exceptions included in the RFB/RFQ.
- The sufficiency of the financial resources and the ability of the bidder to perform the contract or to provide the service.
- The quality, availability and adaptability of the suppliers or contractual services for the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the require product or service.
- The prequalification by the State of Connecticut where applicable (ex. renovation or new construction projects over \$500,000 where State funding is involved).
- Any other factor that the Town deems applicable to the RFB/RFQ award.
- Where applicable, certified payroll over \$100,000, prevailing wages are included in the bid document.

10.25 Award Protest

- Bidders and/or proposers may appeal the award decision by submitting a written protest to the Town's Director of Purchasing within 5 business days of the date of the award notice, with a copy of the protest to the successful proposer.
- The protest must contain a statement of the basis for the challenge.

Commented [TA46]: I like this in theory but it doesn't appear anywhere else, and there is no formal process at this time.

10.26 Costs of Preparation

- Each proposer shall be solely responsible for any and all costs and expenses associated with the preparation and/or submission of its proposal, and the Town shall have no responsibility or liability whatsoever for any such costs and expenses.
- Neither the Town nor any of its directors, officers, employees or authorized agents shall be liable for any claims or damages resulting from the solicitation or collection of proposals.
- By submitting a proposal, Proposer expressly waives (i) any claim(s) for such costs and expenses, and (ii) any other related claims or damages.

10.27 Bid / Proposer Understanding

- By submitting a bid / proposal, the bidder/proposer agrees and assures that the specifications are adequate, and the bid/proposer accepts the terms and conditions outlined in the solicitation.
- If applicable, bidder/proposer should indicate any and all exceptions to terms, conditions, and or specifications of the solicitation individually in their bid / proposal submissions.
- Exceptions received or submitted after the bid / proposal submission deadline date shall be considered as counter offers and as such may render the entire proposal submission non-responsive.

10.28 Specification Protest Process and Remedies

Town of Fairfield Purchasing Policy

- If a bidder/proposer feels that the specifications are written in a way that might limit competition, a specification protest may be sent to the Town's PURCHASING AUTHORITY. Specification protests shall be responded to within 15 business days of receipt.
- Determination of protest validity is at the sole discretion of the Town.
- The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda.
- Specification protests shall be presented to the Town in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time.
- No protest against the award due to the specifications shall be considered after this deadline.
- Protests shall include the reason for the protest and any proposed changes to the specifications.
- Protests should be delivered to the PURCHASING AUTHORITY, Town of Fairfield in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP XXXX-XX

10.29 Warranty / Guarantee

- Unless otherwise stated in the bid solicitation documents, all work shall be warranted by the contractor for a minimum period of 2 years from the date of completion of the work against all defective workmanship and materials furnished by the contractor.
- Where longer periods of warranty/guarantee are required by these specifications, the ~~contract documents~~ contract documents, or are provided for by specific or implied warranty of materials, goods or ~~equipment~~ equipment or by general law, the longer period of time will govern.
- The contractor shall promptly replace or repair in a manner satisfactory to the Town any ~~such defective~~ such defective work after notice from the Town to do so.
- Work will be assumed to be defective if it is determined by the Town that the material or equipment is not performing in a satisfactory manner, consistent with its intended use or operation.
- If the contractor fails to make such replacement or repairs, the Town may perform or cause to be performed all necessary work and the company and its sureties shall be liable for all costs thereof.
- Original manufacturers' warranties, guarantees, instruction sheets, parts lists, and certificates of title are to be delivered to the Purchasing Department.
- Copies of all such materials are to be provided to the department accepting delivery.

Commented [TA47]: Procuring Department

10.30 Indemnification

- Contractors doing business with the Town shall not assert any claim arising out of any act or omission by any agent, officer or employee of the Town in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the Town.
- The contractor expressly agrees to at all times indemnify, defend and save harmless the Town of Fairfield and its respective officers, agents, and employees on account of any and all demands, claims, damages, losses, litigation, financial costs and expenses, including counsel's fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Project and the work to be performed hereunder by the Contractor, its

Town of Fairfield Purchasing Policy

employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them.

- The contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation.
- The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage.

10.31 Confidentiality

- The information contained in proposals submitted for the Town's consideration shall be held ~~in confidence~~in confidence until all evaluations are concluded and an award has been made.
- At that time, the winning proposal shall be available for public inspection.
- Pricing and other information that is an integral part of the offer cannot be considered ~~confidential~~after confidential after an award has been made.
- The Town shall honor requests for confidentiality for information of a proprietary nature to ~~the extent~~the extent allowed by Freedom of Information Act as described in the next section.
- Clearly mark any information within your proposal submission that is considered confidential.

Commented [TA48]: Through the FOIA process

Commented [TA49]: The proposer's proposal

10.32 Freedom of Information

- Notice is given to all bidders that as a municipality the Town of Fairfield is subject to and bound ~~to~~to comply with the terms of the Freedom of Information Act.
- Consequently, bidders are advised that under the terms of the Act some or all of their submissions, ~~including~~including attachments, may be subject to disclosure to the public or press upon request. The FOI Act recognizes that certain documents are exempt from disclosure or may be held confidentially.
- However, these exemptions are considered exceptions to the general rule favoring disclosure and are generally narrowly construed.
- Bidders are advised that they should consult with legal counsel before making their submission should they have any questions about what submitted document may be disclosed.
- Bidders are requested to submit those documents to which an exemption is claimed under ~~seal~~along seal along with those non-exempt documents.
- These sealed documents shall initially be held in confidence but may be released to the extent required or allowed by law.
- For details of the Freedom of Information Act visit www.ct.gov/foi.

10.33 Statement of Non-Collusion (Exhibit P)

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

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

Town of Fairfield Purchasing Policy

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

10.34 Insurance

The Town of Fairfield's Risk Manager has established the Town's standard minimum insurance requirements. The minimum insurance requirements are reviewed and updated by the Risk Manager relative to the type of purchase/specifications/requirements of each RFB and RFP

- The Town may require the successful contractor to submit a certificate of insurance depending on the type of purchase or contract involved.
- Insurance certificates are generally requested for construction and service related projects.
- This certificate of insurance must name the Town as additional insured and provide protection ~~for any~~for any legal liability, which may arise during the execution of the contract. (Exhibit M)

Commented [TA50]: Delete Reference and Exhibit. Different projects require different insurance coverages

10.35 Insurance Waiver Approval

Any request to revise the minimum insurance requirements shall be ~~made by the department head to the~~made by the department head to the Risk Manager for approval or rejection and that decision shall be binding upon the ~~department head~~department head and the PURCHASING AUTHORITY.

Commented [TA51]: I've never heard of this.

10.36 New Vendors/Federal W-9 Forms

All companies and individuals are required to submit a completed Federal Form W-9 prior to ~~purchases~~being purchases being made and payments being processed.

10.37 DUNS Number

The Federal Government requires that all Federal Contractors and/or recipients of Federal funds ~~have~~have a DUNS number.

If you are the successful bidder for a Town project, you may be required to have or obtain a DUNS number prior to contract award. The DUNS (Data Universal Numbering System) number is a unique, nine-digit identification number provided by Dunn & Bradstreet. If you do not have a DUNS number, you can obtain it for free via <https://iupdate.dnb.com>. There is no cost to obtain a DUNS number.

10.38 Federal, State and Local Laws

All applicable Federal, State and local laws, rules and regulations of all authorities having ~~jurisdiction over~~jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. The proposer shall acknowledge and agree that, should it be awarded the contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to consultant's performance of services

10.39 Terms and Conditions

Town of Fairfield Purchasing Policy

The Town's terms and conditions are updated periodically and are included in all bid requests.

Town of Fairfield Purchasing Policy

Section 11 - Exhibits

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Commented [TA52]: Page numbers will need to be adjusted pending final version

Town of Fairfield Purchasing Policy

Exhibit A – Applicable Town Charter and Town Code Sections

Commented [TA53]: Cleanup formatting, remove blank page

A. 6.1. Board of Selectmen.

C. (1) All contracts to which the Town shall be a party shall be subject to approval of the Board of Selectmen, except contracts authorized to be made by or on behalf of the Board of Education. The Selectmen shall have the power to delegate their authority to other Town officers, employees, and bodies where the contract would be for a duration of less than three months and would involve an expenditure by or income to the Town of less than \$10,000. "Contracts" shall mean all contractual relations of the Town, including, without limitation, purchase contracts, lease contracts, and service contracts. This requirement of approval by the Board of Selectmen shall not be construed to eliminate review by other persons or bodies where required by this Charter, by ordinance, or by the General Statutes.

B. 9.3 C (2) Town Attorney (Duties)

Prepare or review all contracts and other instruments to which the Town is a party or in which it has an interest;

C. 9.9. Purchasing Agent.

1. Appointment and qualifications. The Purchasing Agent shall be appointed by the First Selectman and shall have a background in business or purchasing and procurement.
2. Duties. The Purchasing Agent shall have the duties set forth in Section 12.8 of this Charter and such other duties as may be prescribed by the First Selectman.

D. 12.8. PURCHASING AUTHORITY.

The First Selectman and the Purchasing Agent, acting in conjunction, shall be the general PURCHASING AUTHORITY of the Town. All supplies, materials, equipment, other commodities, contracts for public works or services, other than professional services, required by any department, office, agency, board, authority, or commission of the Town, including the Board of Education, shall be purchased by the PURCHASING AUTHORITY on a requisition, in such form as the Selectmen may prescribe, signed by the head of the department, office, agency, or chairman of the authority, board, commission or committee. No purchase order shall be issued without the signature of the Purchasing Agent or, in the Purchasing Agent's absence, of the First Selectman.

E 12.9. Bidding, requisition, and payment procedures.

The Board of Finance shall establish and may amend from time-to-time procedures and guidelines for bidding on purchases and contracts by the Town as well as procedures for departmental requisition and for payments.

Town of Fairfield Purchasing Policy

Town of Fairfield Purchasing Policy

Exhibit A – Applicable Town Charter and Town Code Sections

ARTICLE XI

Standards of Conduct

11.1. Declaration of policy.

Elected and appointed Town officers, RTM members, members of boards, commissions, authorities, and committees, and all employees of the Town shall demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, they shall hold their offices or positions for the benefit of the public, shall recognize that the public interest is their primary concern, and shall faithfully discharge the duties of their offices regardless of personal considerations.

11.2. Conflicts of interest.

No elected or appointed Town officer or employee or RTM member or any member of any authority, board, commission, or committee shall:

- A. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the Town officer, employee, or member in the performance of official duties; (Nothing in this paragraph shall preclude the solicitation or acceptance of lawful contributions for election campaigns.
- B. Disclose confidential information gained by reason of the office or position or use such information for the personal gain or benefit of anyone;
- C. Knowingly have or acquire any financial interest or any personal beneficial interest, direct or indirect, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by the Town in connection with any project, matter or thing which comes within the Town officer's, employee's, or member's jurisdiction or the jurisdiction of the board, commission, authority, committee or body of which the person is a member (unless such interest is acquired through being the lowest responsible bidder after public advertisement); or
- D. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of the official duties or which may tend to impair the independence of judgment in the performance of the Town officer's, employee's, or member's official duties.

Town of Fairfield Purchasing Policy

Exhibit A – Applicable Town Charter and Town Code Sections

11.3. Disclosure of interest.

Any elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority, or committee who possesses or who acquires such private interest as might reasonably tend to create a conflict with the public interest shall make disclosure thereof to such board, commission, authority, committee, or body and such person shall be disqualified from action on any matter involving the private interest.

11.4. Fair and equal treatment.

No elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority or committee shall use an official position to secure or grant special consideration, treatment, advantage, privilege, or exemption to himself or herself or to any person beyond that which is available to every other person. This provision is not intended to prevent an RTM member from properly representing the people of the member's district.

11.5. Penalties and disciplinary action for violations.

The failure to comply with, or any violation of, the standards of conduct established by this Charter shall be grounds for the removal from office or discharge from employment of the offending Town officer, employee, RTM member, or member of any board, commission, authority, or committee and the Board of Selectmen in its discretion may void any contract entered into or adopted in violation of this Charter. The Board of Selectmen or the Ethics Commission may recommend disciplinary measures for RTM members who fail to comply with, or who violate, these standards, but the RTM retains the final authority to discipline its members.

Town of Fairfield Purchasing Policy

Exhibit A – Applicable Town Charter and Town Code Sections

§ 4-5

§ 4-7

ARTICLE II

Disposal of Surplus Property

§ 4-5. Personal property.

- A. Whenever any town officer, board or commission determines that any article of personal property under its jurisdiction is no longer useful for its purposes and should be disposed of, it shall notify the PURCHASING AUTHORITY and shall furnish the PURCHASING AUTHORITY with a description of such property. The PURCHASING AUTHORITY shall thereupon notify each other town officer, board or commission of the availability of such property.
- B. If some other officer, board or commission shall, within 10 days after such notice, advise the PURCHASING AUTHORITY that such property, or any of it, will be useful for its purposes, the PURCHASING AUTHORITY shall notify the Board of Finance, and such transfer of the property shall be made as shall be approved by the Board of Finance.
- C. If no officer, board or commission shall, within 10 days after such notice, advise the PURCHASING AUTHORITY that any of such property will be useful for its purposes or if no transfer of such property shall be approved by the Board of Finance, the PURCHASING AUTHORITY shall proceed to dispose of such property by sale or, if a sale be not feasible, by any other means which it shall deem reasonable.
- D. Before selling any of such property, the PURCHASING AUTHORITY shall determine its value, and, if such value is more than \$100, the PURCHASING AUTHORITY shall advertise for bids and shall sell such property to the highest bidder.

§ 4-6. (Reserved)¹

§ 4-7. Conveyances and bills of sale.

Any instrument conveying any real property under the authority of this article shall be executed and delivered in the name of the town by not less than two of the Selectmen and the Tax Assessor. Any bill of sale of personal property transferred under the authority of this article shall be executed and delivered in the name of the town by both members of the PURCHASING AUTHORITY.

1. Editor's Note: Former § 4-6, Real property, was repealed 8-25-1986. See Ch. 35, Real Property Management.

Town of Fairfield Purchasing Policy

Exhibit A – Applicable Town Charter and Town Code Sections

Chapter 21 ETHICS

GENERAL REFERENCES

Standards of Conduct — See Charter, Art. XI.

§ 21-1. Obligations of members of boards, commissions and committees.

Except as otherwise provided by the Code of the Town of Fairfield, at the first regular meeting of every board, commission or committee, on or after December 1, 2004, and not less than annually thereafter, the chairman of each such board, commission or committee, or their designee, shall advise its members of his/her obligations to ethics, conduct, freedom of information and conflicts of interest.

§ 21-2. Standards of conduct.

All newly elected or appointed members of all boards, commission, committees and the RTM, elected or appointed after January 1, 2005, shall be provided with written copies of the Standards of Conduct set forth in Article XI of the Charter of the Town of Fairfield by the chairman of each such board, commission, committee or his/her designee.

§ 21-3. Obligations of directors, superintendents and managers.

In January of 2005 and not less than annually thereafter, the First Selectman or his designee shall advise the directors, superintendents, and managers of all Town departments, in writing, of their obligation to ethics, conduct, freedom of information and conflicts of interest.

§ 21-4. Effect on Charter provisions.

This section shall not be interpreted to alter, amend and/or modify in any way any existing provisions of the Charter of the Town of Fairfield.

Town Required Documentation Forms

Commented [TA54]: What is this? delete

(Actual forms are to be completed in Excel)

Town of Fairfield Purchasing Policy

EXHIBIT B

REQUEST FOR QUOTATION
TOWN OF FAIRFIELD
Purchasing Authority
725 OLD POST ROAD
FAIRFIELD, CONNECTICUT 06824

DATE _____

SUPPLIER:

DELIVER TO:

Contact Name:	_____	_____
Address:	_____	_____
Phone Number:	_____	_____
Email Address:	_____	_____

QUOTE EXPIRATION DATE:

PREPARED BY:

REQUIRED DATE:
ASAP

DESCRIPTION

\$ _____ Lump Sum

Exceptions/Substitutions/Comments:

Commented [TA55]: This form is out dated.

Town of Fairfield Purchasing Policy

EXHIBIT C

EMERGENCY JUSTIFICATION FORM

This questionnaire has been designed to assist departments in providing information necessary in the processing of emergency requisitions for the purchase of products or services. Please complete and forward to the Purchasing Department. If more space is needed, please attach additional page(s).

REQUISITION NO.:					
1 State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:					
2 State the facts that lead to the conclusion that injury or damage to property or human life will occur if needs are not satisfied immediately (do not simply say there will be injury or damage to property or human life):					
3 State why the needs were not or could not be anticipated so that goods or services could not have been purchased using the Bid Process.					
4 State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):					
I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.					
Submitted by:					
		Printed/typed Name & Title		Department	
		Authorized Signature		Date	
(OFFICE USE ONLY)					
APPROVED EMERGENCY					
By:				Date	
Director of Purchasing					
By:				Date	
First Selectperson					

Commented [TA56]: This isn't the correct format. Insert our Emergency Justification Form

Town of Fairfield Purchasing Policy

EXHIBIT D		
Documentation of Sole-Source Purchase/ Waiver of Bid Form		
Requisition Number		
The bidding for the following item is request to be waived for the following reason:		
Description of Purchase / Quantity		
Item Cost		
Vendor Name/Address		
Select Reason for Request		Detailed Explanation for Reason Selected
Sole Source		
Single Source		
Emergency		
Town system/prior purchase, patented, copyrighted, or proprietary data		
Other		
Possible alternate sources considered		

Commented [TA57]: Replace with Town Sole Source

Town of Fairfield Purchasing Policy

Submitted by:		
		Printed/Typed Name & Title
		Authorized Signature
Department		
Date		
(OFFICE USE ONLY)		
APPROVAL		
By:		
Director of Purchasing		
Date		
By:		
First Selectperson		
Date		

Town of Fairfield Purchasing Policy

Exhibit E									
Town of Fairfield									
Bid Results Form									
Bid Name / Description / Number	Bid #	Due Date / Opening	Trade / Discount	Net Cost	Delivery Date	Notes			
Bidder Name	Amount								
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
Required 2 employee signatures	Name	Positions							
Witnessed By									
Columns will need to be adjusted to capture relevant bid information (quantity, prices, other etc.)									

Commented [TA58]: replace this with our Bid Intake Form

Town of Fairfield Purchasing Policy

EXHIBIT F

Town of Fairfield Bid Control Sheet

				Verified Performed By		Date
Bid Name						
Bid Number						
Department						
Due Date/Opening						
Submitted By						
<u>RFB Preparation and Communication</u>						
Bid Notification						
Request for RFP published in local paper						
RFP posted in Town website						
RFP listed with State Department of Administrative Services						
State or Consortium Bid #						
<u>Bid Opening</u>						
Bid opening announced						
Bid tabulation sheet prepared and retained						
Bid tabulation sheet signed by 2 purchasing department employees						
All bids received (vendor and amount) posted to Town Website						

Commented [TA59]: Replace with our Bid Folder Checklist

Town of Fairfield Purchasing Policy

EXHIBIT F

Commented [TA60]: Add New Exhibit G – Bid Submission Log Sheet

Bid Award					
Adherence to bid requirements					
Addenda acknowledged					
Copies of any licenses/permits received (if applicable)					
Bid bond received (if applicable)					
Delinquent tax status verified					
Insurance Certificate obtained and verified to levels requested (if applicable)					
Bid Awarded to:					
Award posted to Town website					
		Company Name	Amount		
Bids Submitted (list):					

Town of Fairfield Purchasing Policy

EXHIBIT G

Bid Number		Project Name					
		<u>Bidder Information:</u>		<u>Surety Company Information:</u>			
Company Name							
Address							
Telephone Number							
Bond Validation Checklist:							
	Bid Bond		Performance Bond			Payment Bond	
1. Confirm that the following information is on the surety bond document:							
(a) Bond Number	Yes ___ No ___		(b) Surety Company and complete address	Yes ___ No ___			
(c) Contractor's Name and address	Yes ___ No ___		(d) Town's name and complete address	Yes ___ No ___			
(e) Bond Issuance Date	Yes ___ No ___		(f) Construction Contract Date	Yes ___ No ___			
(f) Bond amount numeric & figure	Yes ___ No ___		(g) Bond amount values = 100% of bid amount	Yes ___ No ___			
(h) Contractor signed the bond	Yes ___ No ___		(i) Surety Company signed the bond	Yes ___ No ___			
2. Is the Surety Company licensed to issue bonds in the State of Connecticut?				Yes ___ No ___			
3. Does the Surety Company have an A-VII rating or better as reported by A.M. Best?				Yes ___ No ___			
4. Is the Surety Company listed on the US Government Department of Treasury's list of certified surety companies?				Yes ___ No ___			
5. Has the Surety company been contacted to validate the bond was authorized?				Yes ___ No ___			

Commented [TA61]: Becomes Exhibit H -Bid Bond Verification Check list

Town of Fairfield Purchasing Policy

EXHIBIT GH

6. Confirm the following information with the bonding company:						
Bond Number		Contractor Name & Address				Bond Amount
Bond Issuance Date		Confirm name(s) of people who signed the bond				
Review Completed by						Date

Town of Fairfield Purchasing Policy

Exhibit H

Add Town Sample Contract Terms

Commented [TA62]: Remove this. We use different contracts for different things

Town of Fairfield Purchasing Policy

Exhibit I

New Vendor Information/Approval Form

To be developed

Commented [TA63]: *Reserved for future use* No form currently exists

Federal and State Regulations and Other Requirements

Commented [TA64]: This heading page seems unnecessary/excessive

Town of Fairfield Purchasing Policy

Exhibit J - Federal Regulations and Requirements

Uniform Guidance Purchasing Policy Addendum

The Town of Fairfield will following the procedures for all federal purchases as required by the Code of Federal Regulations (CFR) Sections 200.320 to 200.327. This includes federally fund projects that are passed through the State of Connecticut.

The objective of the policy is to ensure that:

- Oversight must be maintained to ensure contractors perform in accordance with terms/conditions/specifications of contracts
- Contracts are awarded only to responsible contractors
- Records must be sufficiently maintained to detail the history of procurement
- Transactions are conducted in a manner providing full and open competition
- Potential bidders are not be precluded from qualifying during the solicitation period (including local preference policies)
- Avoid acquisition of unnecessary or duplicative items

In addition, the Town's purchasing procedures will include the following requirements in accordance with the CFR:

CFR Section	Requirement	Procedures
200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.	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 including:
		Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
		Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
		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;
		Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
		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
		Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

Town of Fairfield Purchasing Policy

Uniform Guidance Purchasing Policy Addendum

CFR Section	Requirement	Procedures
200.322	Domestic preferences for procurements.	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
200.323	Procurement of Recovered Materials	State Requirement
200.324	Contract cost and price	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 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.
		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 of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
		The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Town of Fairfield Purchasing Policy

Uniform Guidance Purchasing Policy Addendum

CFR Section		Requirement	Procedures
200.325		Federal awarding agency or pass-through entity review	The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through 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 non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates
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 pass-through 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:
			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.
			a
			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 requirements under such contract.
			b
			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.
			c

Town of Fairfield Purchasing Policy

Uniform Guidance Purchasing Policy Addendum

CFR Section	Requirement	Procedures
200.327	Contract provisions	The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.
		Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
		All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
		Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b)
		Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
		Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Town of Fairfield Purchasing Policy

Uniform Guidance Purchasing Policy Addendum

CFR Section	Requirement	Procedures
200.327	Contract provisions	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. F
		Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). V G
		Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” S H
		Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. I

Town of Fairfield Purchasing Policy

Uniform Guidance Purchasing Policy Addendum

Uniform Guidance defines 5 methods of procurement and the requirements for each type. The Town's policy is to follow the procedures as required and described in the following table:

Procurement Type	Dollar Threshold	Procedures
Micro-purchase	\$0 – \$10,000	No bid or quote required if price is considered to be reasonable. Reasonableness could be determined by comparing the price to past purchases or other published prices and/or requesting prices from more than one vendor. When possible, purchases will be distributed equitably among a range of qualified vendors
Small purchases	\$10,001 – 250,000	Price or rate quotes must be obtained from at least 2 sources Price quotes, including phone quotes must be formally documented and retained. Price does not need to be deciding factor
Sealed bid	\$250,001 and greater	Bids must be formally solicited from an adequate number of vendors (2 or more) Bids must be publicly advertised Bids/RFP package will provide sufficient response time The request for bid or proposal will clearly define details and scope of the project, the items or services requested from the bidder including the timeline Bids will be opened publically Bids will be awarded based upon firm fixed price contract made in writing to the lowest responsive and responsible bidder Any or all bids may be rejected if by the Town for based upon cancellation of the project, change in needs or any other valid reason. The reason for rejecting all bid must be formally documented

Town of Fairfield Purchasing Policy

Exhibit J - Federal Regulations and Requirements

Davis-Bacon Act

If Federal funding is involved in the project and if the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Davis-Bacon Act as amended; All current Davis Bacon wage information may be accessed online at no cost at www.ctdol.state.ct.us

The Town will apply the most current wage decision applicable at the time of contract award.

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

State Contractor Requirements

Performance and Labor and Material Payment Bond: A Performance and Labor & Material Payment Bond is a written contract between the contractor and the Town guaranteeing that the work will be completed in accordance with the contract. Under the performance bond, the work is guaranteed against defects in workmanship or materials for at least one year after the work is completed. The bond guarantees that the contractor will pay when due all labor and material bills arising out of the work that the contractor is obligated to perform.

If required in the solicitation invitation, the successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

Per Connecticut General Statute 49-41 a Performance Bond is required for all construction projects in excess of \$100,000.00

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

For a bid or proposal greater than \$100,000.00, a letter from the bonding company stating that the Performance Bond can be obtained within seven (7) days of request may be requested to be provided with contractor's response to the solicitation.

Retainage: For construction projects, the Town will retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the office of the PURCHASING AUTHORITY is posted with the Town (sect. 109-15, Gen. Cond. for Construction) or other terms for retainage are specifically stated in the contract for this project

Prevailing Wages: All contracts for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project shall contain the following provision, when (1) the cost of new construction of any public works project is \$41,000,000 or more; or (2) the total cost of all work to be performed by all Contractors and subcontractors in connection with any alteration, repair, remodeling, refinishing, refurbishing or rehabilitation of any public works project is \$100,000 or more: The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund described in Section 31-53 (h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town of Fairfield. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday. (General Statutes 31-53(a))

Commented [TA65]: Update to \$1,000,000

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

The Purchasing Department has the flexibility to request the minimum prevailing wages and include them in the Request For Bid (RFB) when a budgeted estimate is less than \$100,000.00 for renovation, or \$~~400~~1,000,000.00 for new work, in the event that bids come in over the threshold for minimum prevailing wages.

Commented [TA66]: \$1,000,000

The minimum prevailing wages paid on a project, when applicable, shall be as shown on the State of Connecticut Labor Department, Wage and Workplace Standards Division, 'Schedule of Prevailing Rates.' Except as noted below, the Contractor shall comply with the current provisions of Connecticut General Statutes §31-53, a. part of which is quoted as follows:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee or welfare fund, as defined in subsection (H) of section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

For qualifying projects, all Contractors and Subcontractors shall submit certified weekly payrolls on forms furnished by the Town for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted with the Contractor's monthly certificate for payment.

Public Act #02-69, "An Act Concerning Annual Adjustments to Prevailing Wages," passed and signed into law on October 1, 2002, is summarized below and shall be followed.

The prevailing wage rates applicable to any awarded contract or subcontract are subject to annual adjustments each July 1 for the duration of the project. Each contractor that is awarded a contract shall pay the annual adjusted prevailing wage rate that is in effect each July 1, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor web site. The annual adjustments will be posted on the Department of Labor's web page: www.ctdol.state.ct.us. Contractors without internet access must contact the division listed below. Contractor's questions can be directed to:

Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd.,
Wethersfield, CT 06109
Phone: 1-860-263-6790

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

Non-Resident Contractors: Registration by out-of-state corporations with the Connecticut Secretary of State, 30 Trinity Street, Hartford CT 06106, telephone 860-509-6002, is required by law as a condition for doing business in the State of Connecticut.

As of 2011 the State of Connecticut recognizes two classes of nonresident contractors, verified and unverified. The State of Connecticut Department of Revenue Services' Special Notice, SN 2012(2) to this Purchasing Policy Manual, provides the definition of "nonresident contractor" and explains changes made to the requirement for nonresident contractors to provide bonds.

A nonresident prime or general contractor may gain verified status by completing and submitting Form AU-960, Nonresident Contractor Request For Verified Contractor Status, if the contractor has three years' prior history in the State of having been registered for all applicable taxes, has filed all required tax returns with the Department of Revenue Services (DRS) and has no outstanding tax liabilities to the DRS.

For the nonresident contractor who does not have three years' history in the State as indicated above but meets the State's other requirements, the nonresident contractor must submit the completed Form AU-960 and Form AU-961, the Verification Bond, to the State.

Once the nonresident contractor has gone through the verification process and has received the Letter of Verification from the DRS, the contractor has been granted "verified" status.

If a nonresident contractor has not gone through the verification process, it is classified as "unverified"

The Town of Fairfield requires that a nonresident contractor must be verified through the State of Connecticut Department of Revenue Services (DRS) and submit a copy of its letter of verification with its bid if the bid is at or over \$250,000.00.

A bid at or over \$250,000.00 from a nonresident contractor will not be considered responsive if the contractor has not achieved verified status at the due date and time for the bid. The exception to this requirement shall be if there has been one bidder only in a particular bid process or the Town determines that it is in its best interests to waive this requirement. In this case, the Town reserves the right to modify this requirement. However, any modification to this requirement shall be in compliance with the State of Connecticut Department of Revenue Services Special Notice, SN2012 (2).

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

If the Town waives the verification requirement for a nonresident contractor, it shall be the responsibility of the department whose funds are encumbered under the contract to withhold 5% of all payments made to the contractor to cover taxes due to the State of Connecticut. Payments withheld from the nonresident contractor may be released if proof of verification status in the form of a letter of verification is received. Payments withheld from the nonresident contract may also be released to the contractor if the contractor has filed a surety bond, Form AU-964, with the Department of Revenue Services in the amount equal to 5% of the contract price. If 90 days after the date of contract completion the Town of Fairfield has not received proof of verification or proof of the single surety bond being filed with the State DRS, Finance shall declare the amount of the withholding on line 4 of the State's Sales & Use Tax Return and send the form with the check to the Department of Revenue Services.

Questions concerning this statute should be addressed to the Commissioner of Revenue Services for the State of Connecticut, Department of Revenue Services, 92 Farmington Avenue, Hartford CT 06115.

State of Connecticut Contractor Prequalification Program: The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all contractors to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds, except a public highway or bridge project or any other construction project administered by the Department of Transportation.

Any individual trade contract award which exceeds \$500,000 in value must comply with the State of Connecticut Department of Administrative Services' (DAS) Contractor Prequalification Program (Connecticut General Statutes §4a-100, 4b-101 and 4b-91). These contractors must hold a current DAS Contractor Prequalification certificate. The bid submission work must contain their current prequalification certificate and the update (bid) statement, in addition to the other bid submission materials required herein.

With this Act, the definition of the "lowest responsible and qualified bidder" is changed to include a State of Connecticut prequalified bidder for those projects meeting the above criteria.

The Act has affected other changes as well. Advertisements for bids on qualifying projects must include the prequalification classification and aggregate work capacity required. The aggregate work capacity rating shall be according to the levels given below with the associated rating fee:

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

Aggregate Work Capacity Rating	Contractor Fee for Prequalification Fee
\$ 5,000,000.00 or less	\$ 600.00
\$ 5,000,000.01 to \$8,000,000	\$ 750.00
\$ 8,000,000.01 to \$10,000,000	\$ 850.00
\$10,000,000.01 to \$15,000,000.00	\$1,000.00
\$15,000,000.01 to \$20,000,000.00	\$1,500.00
\$20,000,000.01 to \$40,000,000.00	\$2,000.00
\$40,000,000.01 or more	\$2,500.00

Once a contractor is prequalified, he/she is issued a prequalification certificate, which is in effect for one year from the date issued. Any bid for a project that requires prequalification must include a copy of the bidder's prequalification certificate showing the aggregate work capacity rating required under the contract and any update statements showing renewal of certificate and/or change in aggregate work capacity. Bids not having a copy of the prequalification certificate and any update statements are to be considered invalid. Before award is made, department must verify with the company that their aggregate work capacity rating will not be exceeded by virtue of receiving this award.

For each qualifying project, it is necessary that the report in the form of the standard Contractor Performance Evaluation Form, be completed by the project manager when the project is 50% completed and 100% completed.

It is highly recommended that the full DAS Contractor Prequalification Program Act, C.G.S. Section 4a-100, be reviewed by the initiating department for all pertinent details.

For more information on the prequalification process, you may contact the State of Connecticut Department of Administrative Services, Construction Contractor Prequalification Unit at:

Construction Contractor Prequalification
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106
(860) 713-5280
Fax: (860) 622-2867
E-mail: DAS.Prequalification@ct.gov
Contact: Prequalification Program
Website: <http://das.ct.gov/cr1.aspx?page=10>

Construction or Repair of a public building: All contracts for the construction or repair of a public building are required by law to contain the following provisions:

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market areas, as established by the labor commissioner of the State of Connecticut, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed (Fairfield County) for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date of this Contract. In no event shall these provisions be deemed to abrogate or supersede, in any manner, any provision regarding residency requirements contained in any collective bargaining agreement to which the contractor is a party.(General Statutes 31-52 and 31-52b)

All contracts in connection with a public works project, except for public works buildings as described above, are required to contain the following provisions:

In the employment of mechanical laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date of the contract have been residents of this state, and if no such person is available then the residents of other states, provided that this provision shall not apply where its application shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the Contractor is a party (General Statutes 31-52a and 31-52b)

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

Nondiscrimination:

The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

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.

The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f of the general statutes.

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 section 46a-56 of the general statutes.

The Contractor shall include the foregoing provisions in every subcontract or purchase order entered into in order to fulfill any obligation of this contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission.

Town of Fairfield Purchasing Policy

Exhibit K - State of CT Regulations and Requirements

Connecticut General Statutes, Chapter 173, Public School Building Projects Sec. 10-287. (b) (1)

Installment Payment Of Grants. Construction Contracts Subject To Bid. Withholding Of State Grant Payment; Conditions. Submission Of Final Grant Application; Forfeiture Of State Grant. - Requires all orders and contracts for school building construction costing more than ten thousand dollars, and receiving state assistance, to be awarded to the lowest qualified bidder only after a public invitation to bid, which must be advertised in a newspaper having circulation in the town. **Requires that orders and contracts for architectural or construction management services be put to bid on any school building construction project receiving state assistance.** If the commissioner determines that a building project has not met the approved conditions, the state board of education may withhold subsequent payments or require repayment of all state grants. Each school district must submit a final grant application within one year from date of completion of construction project. Failure to submit application could result in the forfeiture of ten percent of state reimbursement.

Note: Concerning **Sec. 10-287. (b) (1)**: P.A. 73-215 provided exception to requirement for bids for contracts of less than \$10,000 and those of an emergency nature. P.A. 94-245 - amended Subsec. (d) to remove forfeiture provision for failure to submit a final grant application within the required time frame and to substitute provision permitting the commissioner to withhold ten per cent of the state reimbursement for such project.

Vendor Information and Required Forms

Commented [TA67]: Delete this page. Page numbers for different sections clearly outlined in TOC

Town of Fairfield Purchasing Policy

Exhibit L Terms and Conditions

Commented [TA68]: Replace with updated T&C

PURCHASING AUTHORITY TOWN OF FAIRFIELD INSTRUCTIONS FOR BIDDERS TERMS AND CONDITIONS OF BID BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #xxxx-xx” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the PURCHASING AUTHORITY, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

After review of all factors, terms and conditions, including price, the PURCHASING AUTHORITY of the Town of Fairfield reserves the right to reject any and all bids, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

Town of Fairfield Purchasing Policy

Exhibit L Terms and Conditions

BID BOND

- The Bid Bond furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.
- Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.
- All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.
- A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm
- Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

Town of Fairfield Purchasing Policy

Exhibit L Terms and Conditions

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the PURCHASING AUTHORITY.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

Town of Fairfield Purchasing Policy

Exhibit L Terms and Conditions

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

Town of Fairfield Purchasing Policy

Exhibit L Terms and Conditions

REQUIRED DISCLOSURES

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's Debarment List
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) have been involved within the last ten (10) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion.

REFERENCES

Each proposer must provide references for similar projects

Town of Fairfield Purchasing Policy

Exhibit M Insurance

Commented [TA69]: Delete Exhibit. Or *See individual project bids for insurance requirements*

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Type of Insurance	Requirement
Worker's Compensation Insurance	The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.
Automobile Insurance	The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Town of Fairfield Purchasing Policy

Exhibit M Insurance

<u>Commercial General Liability</u>	
Bodily Injury and Property Damage	\$1,000,000 each occurrence / \$2,000,000 aggregate
Products/Completed Operations	\$1,000,000 each occurrence / \$2,000,000 aggregate
This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.	
Umbrella/Excess Policy	An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.
Waiver of Subrogation	Waiver of subrogation is required on all policies.
Pollution Liability Insurance	Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

Town of Fairfield Purchasing Policy

Exhibit M Insurance

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

Town of Fairfield Purchasing Policy

Exhibit M Insurance

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON- WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the PURCHASING AUTHORITY prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

Town of Fairfield Purchasing Policy

Exhibit M Insurance

TAX EXEMPT

Federal Tax Exemption 06-6001998.

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

INSURANCE REQUIREMENTS

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years. Insurance will be primary and non/contributory with a 30-day notice of cancelation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

Type of Insurance	Requirement
Worker's Compensation Insurance	The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.
Automobile Insurance	The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

Exhibit M Insurance

Town of Fairfield Purchasing Policy

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a “non-Ownership” provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

<u>Commercial General Liability</u>		
Bodily Injury and Property Damage		\$1,000,000 each occurrence / \$2,000,000 aggregate
Products/Completed Operations		\$1,000,000 each occurrence / \$2,000,000 aggregate

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella/Excess Policy		An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.
Waiver of Subrogation		Waiver of subrogation is required on all policies.
Pollution Liability Insurance		Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

Town of Fairfield Purchasing Policy

Exhibit N Exceptions to RFP Form

Commented [TA70]: Delete. This is already done within a bid/RFP document and doesn't need its own form

Exceptions to RFP Form

Please list below any exceptions to the terms, conditions and contract terms as listed in the RFB/RFP. Please identify the specific page and paragraph for each exception.

Exception 1 _____

Exception 2 _____

Exception 3 _____

Exception 4 _____

Exception 5 _____

Town of Fairfield Purchasing Policy

Exhibit O Proposer Guarantees and Proposer Warranties

Proposer Guarantees and Proposer Warranties

Commented [TA71]: I don't really get what the point of this is. Might be more appropriate to add a section on Guarantees and Warranties to our normal T&C front end doc? Most of this already appears elsewhere in any bid document

Description of Project: _____

Proposer Guarantees

The proposer certifies it can and will provide and make available, as a minimum, all services set forth in Section II, Nature of Services Required.

Proposer Warranties

- A. Proposer warrants that it is willing and able to comply with State of Connecticut laws with respect to foreign (non-state of Connecticut) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town of Fairfield.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Town of Fairfield Purchasing Policy

Exhibit P Non-Collusion Certification

Commented [TA72]: We have a non-collusion statement in the T&C already. By submitting and signing a bid you are agreeing to those Terms and conditions

Non-Collusion Certification

Description of Project: _____

1. The proposal is genuine; it is not a collusive or sham proposal;
2. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition.
2. Unless otherwise required by law, the prices, which have been quoted in this Proposal, have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
4. The proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal
1. No elected or appointed official or other officer or employee of the Town of Fairfield is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Town of Fairfield Purchasing Policy

EXHIBIT Q DELINQUENT TAX CERTIFICATION

DELINQUENT TAX CERTIFICATION

Description of Project: _____

1. The proposer certifies that neither the Company, proposed subcontractors nor owner/principals of the Company the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;
2. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;
3. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Commented [TA73]: Front page of every bid says we will not do business with anyone in arrears. This certification seems like overkill. They are attesting they are not delinquent by the very act of signing and submitting a bid

Town of Fairfield Purchasing Policy

EXHIBIT R FEDERAL OR STATE DEBARMENT LISTING

Commented [TA74]: Delete. Unnecessary

**CERTIFICATION OR NOT BEING ON
FEDERAL OR STATE DEBARMENT LISTING**

Description of Project: _____

The proposer certifies that neither the Company, proposed subcontractors nor owner/principals of the Company are on federal or state debarment listing

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

Town of Fairfield Purchasing Policy

EXHIBIT S NONDISCRIMINATION CERTIFICATION

Commented [TA75]: Standard T&C includes non-discrimination requirement.

NONDISCRIMINATION CERTIFICATION

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut statelaw (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):

_____ have an Affirmative Action Program, or

_____ employ 10 people or fewer.

Signature of Official: _____

Name (typed): _____

Title: _____

Legal Name of Proposer _____

Date: _____

Town of Fairfield Purchasing Policy

EXHIBIT T LEGAL STATUS DISCLOSURE

Commented [TA76]: Personally don't see the value of this form.

LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____
Street Address _____
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name _____
Number of years engaged in business under sole proprietor or trade name _____
Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____
Street Address _____
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name _____
Number of years engaged in business __ Names of Current Officers _____

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Town of Fairfield Purchasing Policy

EXHIBIT T LEGAL STATUS DISCLOSURE

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name Street _____

Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____Yes

_____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

EXHIBIT T LEGAL STATUS DISCLOSURE

INTERNAL

Town of Fairfield Purchasing Policy

EXHIBIT T LEGAL STATUS DISCLOSURE

Signature of Official: _____

Name (typed): _____

Title: _____

Legal Name of Proposer _____

Date: _____

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term	Definition
Affiliated Entity	An entity (including any natural person) which is currently engaged in a relationship with another entity, or which was engaged in such a relationship at any time during which any facts or circumstances germane to issues governed by any provision of this section arose (for example: an entity which is not currently related but was related as an affiliated entity at the time when currently past due taxes of the principal entity, or of the affiliated entity, became due and payable etc.), if as a consequence of the relationship the entity directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another entity.
Control	For purposes of this definition, Control shall mean having the power to direct or cause the direction of the management or policies of another entity through any direct or indirect means. Control will be presumed to exist if any entity, directly or indirectly owns, controls, holds with power to vote, or holds proxies representing, 20% or more of any voting securities or membership interests in another entity.
Agency	An entity, authority, board, bureau, commission, department, government corporation, legislative body or official of the Town over which the Town exercises budgetary or administrative responsibility and which uses commodities, equipment, materials, supplies or contractual services.
Bidder	Any person submitting a competitive bid to a solicitation.
Bid	The offer of a supplier (bidder) to provide specific goods and/or services in accordance with all specifications and conditions indicated in a solicitation.
Best Value	A function/service comparison performed with cost, quality and availability variables among others; obtaining the best possible products / services at the lowest possible cost.
Best Value Proposition	A function/service comparison performed with cost, quality and availability variables among other criteria; obtaining the best possible products / services considering any intangible or other benefits that may not necessarily represent the lowest possible cost, but has overall better perceived value.
Bid Threshold	See Section 2

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term	Definition
Bid Waiver	A process, whereby a government purchasing office may procure items without formal bidding procedures because of unique circumstances related to that particular action.
Blanket Purchase Order or Consolidated Purchase	An arrangement under which a purchaser contracts with a vendor to provide the purchaser's requirements for a commodity or service, on an as-required and often over-the-counter basis. The order or purchase shall contain a limit on the period of time it is valid and the maximum amount of money that may be spent at one time or within a specified time period.
Business	Any individual or sole proprietorship, partnership, firm, corporation, trust, limited liability company, limited liability partnership, joint stock company, joint venture or other legal entity through which business for profit or not for profit is conducted.
Change Order	A written order made within the context of the scope of services and amount of the contract or purchase order, signed by the official(s) designated by the appropriate department head, directing the contractor to make changes, which are authorized by the contract or purchase order.
Commodities	An article of trade, a movable article of value, something that is bought or sold; any movable or tangible thing that is produced or used as the subject of barter or sale. When used alone, the term Commodities shall include Equipment, Materials and Supplies.
Construction	The process of building, altering, repairing, improving or demolishing any public infrastructure facility, including any public structure, public building or other public improvements of any kind to Town property or other property or space in which the Town has an interest. It does not include the routine operation, routine repair or routine maintenance of any existing public infrastructure facility, including structures, buildings or real property.
Construction Item	Commodities or services involved in the process of building, designing, altering or repairing a public structure or building, or other improvements to any Town property. It does not include routine operation, routine repair or routine maintenance of existing structures, buildings or property.
Contract	A written agreement between two or more competent persons to perform or not to perform a specific act or acts pertaining to services and professional services or as otherwise set forth in this section. Whenever a subcontract exists under procurements approved under this section, the requirements applicable to "contracts" shall be applicable to "subcontracts". Whenever the term Agreement is used in this section, it shall mean either a contract or purchase order depending on the context.

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term		Definition
Contract Modification or Amendment		Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity or other provisions of any contract accomplished by mutual action of the parties to the contract, other than change orders, which were previously defined.
Contractor		Any person or entity having a contract or purchase order with the Town.
Data		Recorded information, regardless of form or characteristic.
Debarment		To prohibit a seller/contractor from bidding on future requirements 1 for cause for a certain period of time.
		A sanction brought against a seller whereby they may not engage in 2 future procurement actions.
		To exclude or shut out of future solicitations and contracting 3 opportunities.
Designee		A duly authorized representative of a person holding a superior position.
Direct or Indirect Participation		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.
Electronic		Means electrical, digital, magnetic, optical, electromagnetic, or any other similar technology.
Employee		An individual employed by the Town, whether as a classified or unclassified, permanent or temporary, full-time or part-time employee, or employed by contract on a continuing basis and all employees of the board of education. For purposes of this section, the term Employee may include public officials.
Expendable Supplies		All tangible supplies other than nonexpendable supplies.

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term		Definition
Financial Interest	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 would 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 Fairfield Code of Ethics
	c	holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
General Services Administration (GSA)		The acquisition and procurement agency for the government of the United States; it contracts for all goods, services and real property required by the operation of the civilian federal government. GSA delivers products, services, and policies to its federal customers through the Federal Acquisition Service (FAS), the Public Buildings Service (PBS), 2 Staff Offices, and the independent Office of the Inspector General and the Civilian Board of Contract Appeals.
Governmental Body		Any department, commission, council, board, bureau, committee, agency, authority or other establishment of the Town of Fairfield.
Grant		The furnishing by the 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		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 a multiple criteria bid means the bidder that achieves the highest score in providing the Town 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		Means a spouse, children, parents, brothers and sisters, and such other relatives as may be designated by the Fairfield Town Code.
Invitation for Bids		All documents, whether attached or incorporated by reference, utilized for soliciting bids.

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term	Definition
Lease	A contract conveying from one person to another use of and asset for a designated period of time in return for total payment or other compensation.
Legal Notice	A public notice required by law, ordinance, or executive order. Generally placed in a newspaper of general circulation or may be posted on a website, magazine, or other media, depending on the specific legal requirements.
Life Cycle Costing	The total cost of ownership over the lifespan of the asset. An analysis technique that takes into account operating, maintenance, the time value of money, disposal, and other associated costs of ownership as well as the residual value of the item.
Lowest Qualified Bidder	A supplier who has the capacity and capability to provide goods / services in conformance with the specifications for quality, quantity, service and delivery at the lowest cost.
Lowest Responsible Qualified Bidder	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.
Maintenance, Repair, Operations (MRO)	A supply management term that refers to various commodities that are generally of low value, purchased frequently, and available from multiple sources. These items are often assigned to a buying team who specializes in these commodity areas. Typical examples include oil, rags, grease, tools, and hardware fasteners.
May	Denotes the permissive.
Munis	The Town's current financial system software package
Nonexpendable Supplies	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	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.
Person	Any business, individual, union, committee, group of individuals or legal entity, firm, partnership, joint venture, association, social club, fraternal organization, corporation, limited liability company, estate, trust, syndicate, union, other organization or group or association of individuals however formed.

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term		Definition
Procurement		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		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	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 in this Subsection
	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
	c	Such other professional services, which members of the professional professions (and individuals in their employ) may logically or justifiably perform, including: accounting, auditing, actuarial services, studies, investigations, surveying, mapping, tests, evaluations, consultations, comprehensive planning, program management, general consulting services which normally require a certification or specific expertise and experience, preparation of operating and maintenance manuals, and other related services.
Proposer		Any person submitting a proposal in response to Request for Proposal (RFP).
Public Building		A building, structure or network or buildings. Included are government office buildings; public school buildings.

Town of Fairfield Purchasing Policy

APPENDIX

A-

Definitions

Term		Definition
Public Infrastructure Facility		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		The distribution or dissemination of information to interested parties using methods that are reasonably available. Such methods will often include publication in newspapers of general circulation, electronic or paper mailing lists, and web site(s) designated by the Town and maintained for that purpose.
Purchase Order		A document that formalizes certain purchase transactions with the Town. The Purchase Order shall contain statements as to the quantity, description and price of the items ordered; legal terms and conditions; applicable terms as to payment discounts, date of performance and transportation and other factors or suitable references pertinent to the purchase and its execution by the vendor. Delivery of the services or commodities set forth in a purchase order constitutes acceptance and the creation of an enforceable contractual obligation by the vendor. Whenever the term Agreement is used in this section, it shall mean either a contract or purchase order depending on the context.
Purchase Request		The 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 making of any written determination required by these Procurement Guidelines.
Purchasing Agent		Means the person holding the position created in the Fairfield Town Code section as the head of the Purchasing Department of the Town.
Purchasing Authority		The First Selectperson and Purchasing Agent (both approvals required)
Request for Bids		The process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications. The process provides potential bidders with a reasonable opportunity to win that contract.
Request for Information		The document used in informal, uncompetitive solicitation of information, data, comments or reactions from possible suppliers preceding the issuance of a request for proposal, a request for qualifications or an invitation for bid.

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term	Definition
Request for Proposals	The solicitation document used in the competitive sealed proposals process. The procedure allows changes to be made to the responses after other proposals are opened and contemplates that the scope of services of the proposals and/or prices offered will be negotiated prior to award.
Request for Qualifications	The solicitation document generally used to seek information required for the pre-qualification of a bidder or offer or and used in the solicitation of an architect or engineer.
Request for Quotations	A method of purchasing generally used for small orders under a certain dollar threshold, \$9,999.99. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.
Responsible Bidder or Proposer	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	A person who has submitted a bid which conforms in all material respects to the Invitation for Bids.
Services	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 purchase-of-client services. This term shall not include employment agreements or collective bargaining agreements.
Shall	Denotes the imperative.
Signature	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.
Single Source	Is a procurement process that occurs when there is more than one viable supplier, but the Town determines that it is in the best interest of the Town not to utilize the bidding process and selects a particular vendor based on one or more significant business reasons. Some legitimate reasons to single source a purchase may involve the vendor's special ability to provide unique spare parts, unique emergency repair service, or unique knowledge and qualifications, etc.

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Sole Source		One – and only one – source of supply deemed acceptable or capable of meeting the specifications for a product / service qualified with a sole source justification document to the Purchasing Authority.
Specification		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		All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding and or a permanent interest in land.
Taxes		When that term is used herein with regard to "delinquent" or "back" taxes, shall include any amounts owed to the Town, or to any of its agencies or subordinate or related entities, for any and all service fees or charges and any and all assessments and any and all fines or penalties as may have been assessed by the Town or the agencies or subordinate or related entities including, but not limited to, water and sewer use charges, fines due pursuant to parking tickets issued.
Total Cost of Ownership		A financial analysis tool that provides a cost basis for determining the total value of the investment over its useful life. Elements of the analysis may include initial purchase price, costs for maintenance/repair/operation, administrative and finance costs, logistics costs, associated risks (geopolitical, reliability of supply), and quality.
Town Funds		All appropriations set forth in the general and capital budgets, including projects identified in the long-term capital plan, and funds appropriated in the water and water pollution control enterprise fund budgets.
Unauthorized Purchase		Those purchases that do not conform to either the requirements of these Procurement Guidelines or the provisions of the Fairfield Town 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 Town of Fairfield is presumed to know the extent and, specifically, the limits of the authority of the employee(s) with whom it conducts business.
Term		Definition

Town of Fairfield Purchasing Policy

APPENDIX A- Definitions

Term		Definition
User Department		Any governmental body of the Town which utilizes any supplies, services, or construction procured under these procurement policy.
Vendor		With respect to any transaction, agreement, contract or other arrangement for which the solicitation or consummation thereof is otherwise governed by the provisions of this any person or entity which or who, in relation to the transaction, agreement, contract or other arrangement, is providing, or proposing to provide, any goods, services, interest in property of any kind or other thing of value to the Town, or any person receiving, or proposing to receive, any service, interest in property of any kind or other thing of value from the, Town and any other person or entity otherwise entering into, in any capacity any such transaction with the Town.
Year		The Town's fiscal year July 1 to June 30.

Town of Fairfield Purchasing Policy

Appendix B

Purchasing Process Flow Charts

Exhibit A – Applicable Town Charter and Town Code Sections

A. 6.1. Board of Selectmen.

C. (1) All contracts to which the Town shall be a party shall be subject to approval of the Board of Selectmen, except contracts authorized to be made by or on behalf of the Board of Education. The Selectmen shall have the power to delegate their authority to other Town officers, employees, and bodies where the contract would be for a duration of less than three months and would involve an expenditure by or income to the Town of less than \$10,000. "Contracts" shall mean all contractual relations of the Town, including, without limitation, purchase contracts, lease contracts, and service contracts. This requirement of approval by the Board of Selectmen shall not be construed to eliminate review by other persons or bodies where required by this Charter, by ordinance, or by the General Statutes.

B. 9.3 C (2) Town Attorney (Duties)

Prepare or review all contracts and other instruments to which the Town is a party or in which it has an interest;

C. 9.9. Purchasing Agent.

1. Appointment and qualifications. The Purchasing Agent shall be appointed by the First Selectman and shall have a background in business or purchasing and procurement.
2. Duties. The Purchasing Agent shall have the duties set forth in Section 12.8 of this Charter and such other duties as may be prescribed by the First Selectman.

D. 12.8. PURCHASING AUTHORITY.

The First Selectman and the Purchasing Agent, acting in conjunction, shall be the general PURCHASING AUTHORITY of the Town. All supplies, materials, equipment, other commodities, contracts for public works or services, other than professional services, required by any department, office, agency, board, authority, or commission of the Town, including the Board of Education, shall be purchased by the PURCHASING AUTHORITY on a requisition, in such form as the Selectmen may prescribe, signed by the head of the department, office, agency, or chairman of the authority, board, commission or committee. No purchase order shall be issued without the signature of the Purchasing Agent or, in the Purchasing Agent's absence, of the First Selectman.

E 12.9. Bidding, requisition, and payment procedures.

The Board of Finance shall establish and may amend from time-to-time procedures and guidelines for bidding on purchases and contracts by the Town as well as procedures for departmental requisition and for payments.

Exhibit A – Applicable Town Charter and Town Code Sections

ARTICLE XI

Standards of Conduct

11.1. Declaration of policy.

Elected and appointed Town officers, RTM members, members of boards, commissions, authorities, and committees, and all employees of the Town shall demonstrate by their example the highest standards of ethical conduct, to the end that the public may justifiably have trust and confidence in the integrity of government. As agents of public purpose, they shall hold their offices or positions for the benefit of the public, shall recognize that the public interest is their primary concern, and shall faithfully discharge the duties of their offices regardless of personal considerations.

11.2. Conflicts of interest.

No elected or appointed Town officer or employee or RTM member or any member of any authority, board, commission, or committee shall:

- A. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can reasonably be inferred that the gift is intended to influence the Town officer, employee, or member in the performance of official duties; (Nothing in this paragraph shall preclude the solicitation or acceptance of lawful contributions for election campaigns.
- B. Disclose confidential information gained by reason of the office or position or use such information for the personal gain or benefit of anyone;
- C. Knowingly have or acquire any financial interest or any personal beneficial interest, direct or indirect, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by the Town in connection with any project, matter or thing which comes within the Town officer's, employee's, or member's jurisdiction or the jurisdiction of the board, commission, authority, committee or body of which the person is a member (unless such interest is acquired through being the lowest responsible bidder after public advertisement); or
- D. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of the official duties or which may tend to impair the independence of judgment in the performance of the Town officer's, employee's, or member's official duties.

Exhibit A – Applicable Town Charter and Town Code Sections

11.3. Disclosure of interest.

Any elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority, or committee who possesses or who acquires such private interest as might reasonably tend to create a conflict with the public interest shall make disclosure thereof to such board, commission, authority, committee, or body and such person shall be disqualified from action on any matter involving the private interest.

11.4. Fair and equal treatment.

No elected or appointed Town officer or employee, RTM member, or member of any board, commission, authority or committee shall use an official position to secure or grant special consideration, treatment, advantage, privilege, or exemption to himself or herself or to any person beyond that which is available to every other person. This provision is not intended to prevent an RTM member from properly representing the people of the member's district.

11.5. Penalties and disciplinary action for violations.

The failure to comply with, or any violation of, the standards of conduct established by this Charter shall be grounds for the removal from office or discharge from employment of the offending Town officer, employee, RTM member, or member of any board, commission, authority, or committee and the Board of Selectmen in its discretion may void any contract entered into or adopted in violation of this Charter. The Board of Selectmen or the Ethics Commission may recommend disciplinary measures for RTM members who fail to comply with, or who violate, these standards, but the RTM retains the final authority to discipline its members.

Exhibit A – Applicable Town Charter and Town Code Sections

ARTICLE II

Disposal of Surplus Property

§ 4-5. Personal property.

- A. Whenever any town officer, board or commission determines that any article of personal property under its jurisdiction is no longer useful for its purposes and should be disposed of, it shall notify the PURCHASING AUTHORITY and shall furnish the PURCHASING AUTHORITY with a description of such property. The PURCHASING AUTHORITY shall thereupon notify each other town officer, board or commission of the availability of such property.
- B. If some other officer, board or commission shall, within 10 days after such notice, advise the PURCHASING AUTHORITY that such property, or any of it, will be useful for its purposes, the PURCHASING AUTHORITY shall notify the Board of Finance, and such transfer of the property shall be made as shall be approved by the Board of Finance.
- C. If no officer, board or commission shall, within 10 days after such notice, advise the PURCHASING AUTHORITY that any of such property will be useful for its purposes or if no transfer of such property shall be approved by the Board of Finance, the PURCHASING AUTHORITY shall proceed to dispose of such property by sale or, if a sale be not feasible, by any other means which it shall deem reasonable.
- D. Before selling any of such property, the PURCHASING AUTHORITY shall determine its value, and, if such value is more than \$100, the PURCHASING AUTHORITY shall advertise for bids and shall sell such property to the highest bidder.

§ 4-6. (Reserved)¹

§ 4-7. Conveyances and bills of sale.

Any instrument conveying any real property under the authority of this article shall be executed and delivered in the name of the town by not less than two of the Selectmen and the Tax Assessor. Any bill of sale of personal property transferred under the authority of this article shall be executed and delivered in the name of the town by both members of the PURCHASING AUTHORITY.

1. Editor's Note: Former § 4-6, Real property, was repealed 8-25-1986. See Ch. 35, Real Property Management.

Exhibit A – Applicable Town Charter and Town Code Sections

Chapter 21

ETHICS

GENERAL REFERENCES

Standards of Conduct — See Charter, Art. XI.

§ 21-1. Obligations of members of boards, commissions and committees.

Except as otherwise provided by the Code of the Town of Fairfield, at the first regular meeting of every board, commission or committee, on or after December 1, 2004, and not less than annually thereafter, the chairman of each such board, commission or committee, or their designee, shall advise its members of his/her obligations to ethics, conduct, freedom of information and conflicts of interest.

§ 21-2. Standards of conduct.

All newly elected or appointed members of all boards, commission, committees and the RTM, elected or appointed after January 1, 2005, shall be provided with written copies of the Standards of Conduct set forth in Article XI of the Charter of the Town of Fairfield by the chairman of each such board, commission, committee or his/her designee.

§ 21-3. Obligations of directors, superintendents and managers.

In January of 2005 and not less than annually thereafter, the First Selectman or his designee shall advise the directors, superintendents, and managers of all Town departments, in writing, of their obligation to ethics, conduct, freedom of information and conflicts of interest.

§ 21-4. Effect on Charter provisions.

This section shall not be interpreted to alter, amend and/or modify in any way any existing provisions of the Charter of the Town of Fairfield.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

REQUEST FOR QUOTE Q20XX-XX [PROJECT NAME]

Scope: The Town of Fairfield (Town) is seeking quotes for

Qualifications:

All questions about the meaning or intent of the Quote Documents must be submitted by _____, **4:30 pm** to _____, Buyer, Purchasing Department at:

_____ [@fairfieldct.org](mailto:_____@fairfieldct.org)

The Purchasing Department will issue written clarifications or interpretations by Addenda no later than _____, **4:30 pm**.

Only information issued by the Town of Fairfield Purchasing Department in written Addenda will be binding. Oral and other clarifications or interpretations will not be binding and will be without legal effect.

Price:

\$ _____

Name/Title _____

Signature _____

Quotes are to be submitted by email no later than, _____, **at 4:30 PM**.

Incomplete proposals will be rejected. Proposals submitted must be guaranteed for (1) year from opening date.

**THE SUCCESSFUL VENDOR MUST NOT BE DELINQUENT IN ANY
OBLIGATION TO THE TOWN OF FAIRFIELD, INCLUDING BUT NOT
LIMITED TO, TAXES AND LIENS OF ANY KIND**

NAME OF COMPANY _____

ADDRESS _____

CONTACT _____

PHONE _____

EMAIL _____

Exceptions/Substitutions/Comments: _____

EMERGENCY JUSTIFICATION FORM

This questionnaire has been designed to assist departments in providing information necessary in the processing of emergency requisitions for the purchase of products or services. Please complete and forward to the Purchasing Department. If more space is needed, please attach additional page(s).

MUNIS REQUISITION NO.: _____

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:

2. State the facts that lead to the conclusion that injury or damage to property or human life will occur if needs are not satisfied immediately (do not simply say there will be injury or damage to property or human life):

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased using the Bid Process.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Submitted by: _____

Printed/typed Name & Title

_____ Department

Authorized Signature

Date

Phone No.

**(OFFICE USE ONLY)
APPROVED EMERGENCY**

By _____
Director of Purchasing

Date _____

By _____
First Selectwoman

Date _____

Documentation of Sole-Source Purchase / Waiver of Public Bid

The following product is verified as sole-source, patented, copyrighted or proprietary and cannot be publicly bid:

Product Description _____

Quantity and Cost _____ @ \$ _____ = \$ _____ Total

Manufacturer / Publisher _____

Street _____

City / State / Zip Code _____

Phone number / e-dress _____

Reason for sole source: Describe in detail why *only* this source can supply this product
(attach second page if necessary)

Patented, copyrighted, or proprietary data: _____

Exact replacement (form, fit & function) for existing product or system _____

Other _____

Possible alternate sources considered _____

I certify that the information provided is complete and correct. I understand this sole-source justification precludes the use of full and open competition.

Signature and Title _____

Printed Name and Date _____

Approved _____
First Selectman *Director of Purchasing*

Date _____



Bid Intake Form (RFP / IFB)

Date:				
Department:				
Project Name:				
End User / Project Manager / Contact:	Renewal? Previous Bid No.			
One Time Purchase or Multi-year Service:	Contract Type: AIA EJCDC Town P.O.			
Funding Source:	Federal:	State:	Grant:	ARPA:
Account Number:	Org:	Obj:		
Approvals:	BOS:	BOF:	RTM:	

Architect/Engineer Information (if applicable)	
Firm Name:	
Contact Name:	
Address:	
Phone Number:	
Email:	

Project Verification List		
<i>Description</i>	<i>Yes / No</i>	<i>Comments</i>
Pre-Bid Conference / Site Visit Required		
Liquidated Damages as Part of Bid (enter amounts)		
Bid Bond / Performance Bond		
CHRO		
Prevailing Wage Job		
Add Alternates, In Addition to Base Bid		

Project Information List	
<i>Description</i>	<i>Response</i>
Estimated Value of Contract:	
Estimated Completion Date:	
Estimated Term:	

Proposed Schedule of Events (Enter Dates Below, Please Do Not Use 'ASAP')	
Bid Package Sent to Purchasing:	
Bid Advertisement:	
Informational Meeting / Site Visit:	
Questions Due:	
Responses Due:	
Submissions Due:	
Bid Evaluation Sent to Purchasing:	
Bid Award:	

For Internal Use Only:	
Comments:	
Signature:	Date:

File Checklist for Bids/RFP/RFQ Process

Project Name: _____ **Project Number:** _____

1.	Apply for Prevailing Wage (if applicable) and keep copy of receipt in folder	
2.	Send legal ad to Hearst Media (if applicable) and keep copy in folder.	
3.	Copy of previous solicitation and results in folder (if applicable)	
4.	Copy of email from dept. owner approving solicitation document	
5.	Copy of current signed solicitation invitation in folder	
6.	Solicitation document posted to Town website *Screenshot of the posting in the file	
7.	Solicitation document posted to State website * Screenshot of the posting in file	
8.	Invitation sent to previous bidders * Screenshot of recipients in file	
9.	Invitation sent to researched co.'s * Screenshot of recipients in file	
10.	Send Calendar Invitation for Pre-Bid to Department owner and Architect/Engineer (if applicable)	
11.	Copy of site visit sign-in sheet (if applicable), scan, save to project folder, and post to website.	
12.	Copies of RFI emails (if applicable)	
13.	Copy of Addenda (if applicable)	
14.	Copy of Bid Submission Log completed and kept in file.	
15.	Scan all submissions to online project folder and keep originals in folder.	
16.	Emailed results and submissions to Department owner	
17.	Copy of current bid results in folder and post to Town website.	
18.	Copy of Department recommendation email in folder	
19.	Completed Bid Bond Checklist (if applicable)	
20.	Send scope review or interview invitations (as applicable)	
21.	Collect rating sheets from committee members and prepare rating sheet summary (if applicable)	
22.	Copy of Award Resolution in folder	
23.	Prepare and send CHRO letter to Alvin Bingham (if applicable)	
24.	Prepare Board of Selectmen details (if applicable)	
25.	Has contract been sent to Town Attorney for review?	
26.	Has back up been sent to Jen Carpenter for agenda?	
27.	Was contract approved?	
28.	Send Award Letter w/ draft contract & request for COI and P&P Bonds (if bonds are applicable)	
29.	Completed P&P Bond Checklist (if applicable)	
30.	Copy of Certificate of Insurance in folder (confirm insurance amounts are correct and language)	
31.	Copy of fully executed contract in folder and sent to Department Owner.	
32.	Send regret letters (if applicable)	
33.	Copy of P.O. in folder	
34.	Update Renewal Spreadsheet & update Purchasing Calendar (2 mos. before renewal date) (if applicable)	
35.	Update Bid Log Sheet with Awarded Contractor.	
36.	Update Purchasing Department Bid Listing on website with awarded vendor.	

Bid Bond Verification Checklist

Bid No. 2024-xx

Project Name: Enter Project Name

Bidder Information

Company Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Click or tap here to enter text.

Telephone No.: Enter Telephone #

Surety Company Information

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Enter Telephone #

1. **Confirm that the following information is on the surety bond document:**

(a) Bond Number: Yes ☐ No ☐ N/A

(c) Contractor's Name and address: Yes ☐ No ☐

(e) Bond Issuance Date: Yes ☐ No ☐

(h) Bond amount numeric & figure: Yes ☐ No ☐

(i) Contractor signed the bond: Yes ☐ No ☐

(b) Surety Company and complete address: Yes ☐ No ☐

(d) Town's name and complete address: Yes ☐ No ☐

(f) Service Contract Date: Yes ☐ No ☐ N/A

(g) Bond amount values = 5% of bid amount: Yes ☐ No ☐

(j) Surety Company signed the bond: Yes ☐ No ☐

2. **Is the Surety Company licensed to issue bonds in the State of Connecticut?**

Yes ☐ No ☐

3. **Does the Surety Company have an A-VII rating or better as reported by A.M. Best?**

Yes ☐ No ☐

4. **Is the Surety Company listed on the US Government Department of Treasury's list of certified surety companies?**

Yes ☐ No ☐

Review completed by: _____

Date: _____

**Bid/RFP/RFQ
Submission Log Sheet**

No. _____ **Title:** _____

Due Date: _____ **Time:** _____

No.	Bidder Name	Date	Time	Received By <i>(Initials)</i>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Bid Opening Witnesses *(For Bids Only)*

Location: _____

Witness #1: _____

Dept.: _____

Witness #2: _____

Dept.: _____

Witness #3: _____

Dept.: _____

(Optional)

PURCHASING AUTHORITY
TOWN OF FAIRFIELD
TERMS AND CONDITIONS OF BID

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1. DEFINITIONS

- Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:
- Owner: The Owner shall mean the Town of Fairfield (Town) or any duly authorized official thereof acting in an official capacity.
 - Contractor: Whenever the word “Contractor” is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
 - Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Town.

2. BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “RFP #2024-49” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.

It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the deadline. Bid proposals are not to be submitted via email or fax.

3. SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

4. EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

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5. RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

6. PROTESTS

a. **Specification Protest Process.** – If a bidder/proposer feels that the specifications are written in a way that might limit competition, a specification protest may be sent to the Town’s Purchasing Authority. Specification protests shall be responded to within 15 business days of receipt. No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

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b. **Award Protest.** – Bidders and/or proposers may appeal the award decision by submitting a written protest to the Town’s Director of Purchasing within 5 business days of the date to the award notice, with a copy of the protest to the successful bidder/proposer. The protest must contain a statement of the basis for the challenge.

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7. PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other Contractor or bidder.

Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc. required to properly complete the project.

8. F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

9. BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

10. PERMITS

The Contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield prior to commencing work. Upon application for a building permit the Town will waive its application and permit fees for Town of Fairfield projects.

11. PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

12. PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise mutually agreed upon. For projects that do not require a performance or bid bond, the Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

13. THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

13A. QUALIFICATIONS

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of such work as they propose to execute and that they are fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to conduct the work to be contracted for the satisfaction of the Town and to begin work promptly when ordered.

13B. OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Town, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Town and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

13C. LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Town’s property from injury or loss in connection with this contract. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Town and its officers, agents, and employees from all claims, injuries, costs, and damages (including, but not limited to, attorney’s fees and costs) relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein, or any act, omission or neglect of the Contractor, its subcontractor(s), and or any of their respective agents or employees.

14. ASSIGNMENT OF CONTRACT

No rights under the RFP, the award, or any contract may be assigned or transferred without the consent of the Purchasing Authority.

15. RIGHT OF OWNER (“TOWN”) TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Town is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Town may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Town, ensure the satisfactory completion of the work aforesaid, the Town shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Town shall designate. The Town shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

16. AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town’s prior experience with a vendor for services previously provided.

- The Town of Fairfield reserves the right to award the bid with multiple items:
- to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

17. NON-APPROPRIATION

Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.

18. PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed

acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

19. ADDITIONAL BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services an additional sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

20. METHOD OF DOING WORK

The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of Town of Fairfield offices, employees of public utilities, residents or the general public.

The Contractor shall employ only competent employees trained/certified/licensed to perform the work.

Where the Town shall notify the Contractor, in writing, that any employee on the work is, in the Town’s opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Town.

At the site of the work, the Contractor shall employ at all times while work is in progress personnel who have full authority to act for the Contractor, and shall be acceptable by the Town.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield to protect the Town’s property, goods, and interests.

21. GUARANTEE

Equipment, materials, and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges, and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Town and/or Fairfield Public Schools, and paid for by the Contractor.

22. CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

23. HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage, injury, or cost (including, but not limited to, attorney’s fees and costs) which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

24. OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

25. HAZARDOUS MATERIAL

In the instance that the Contractor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.

26. LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

27. FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State, and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

The bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodation they offer to the public, and in any of their other business operations.

28. COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES (CHRO)

The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract for award to Subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (Twenty-five percent (25%) of the work with DAS certified Small and Minority owned businesses and twenty-five percent (25%) of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the twenty-five percent (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [CHRO Forms](#).

29. CONFLICT OF INTEREST

No officer, employee, or member of any elective or appointive board, commission, or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

30. UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

Upon Award, all bidding documents (including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable) shall be binding on the Contractor and shall be incorporated into a formal legal contract.

31. TAX EXEMPT

Federal Tax Exemption 06-6001998.
Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.
No exemption certificates are required and none will be issued.

32. INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the “Contractor”) shall also include their respective agents, representatives, employees, and subcontractors, and their respective agents, representatives, and employees; and the term " Town of Fairfield” (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards, commissions, authorities, and committees.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education, as well as the Board of Education’s respective officers, agents, servants, officials, employees, volunteers, boards, and committees.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Purchasing Director, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town’s Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor’s liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident.
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars (\$1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a “non-Ownership” provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Pollution Liability:

- One million dollars (\$1,000,000) each occurrence, one million dollars (\$1,000,000) aggregate.

Abuse and Molestation Liability Insurance:

- One million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars (\$5,000,000) each occurrence, five million dollars (\$5,000,000) aggregate. Such coverage must be follow form over Worker’s Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including but not limited to attorneys’ fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

“Tail” Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion.

Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town’s Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days’ prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

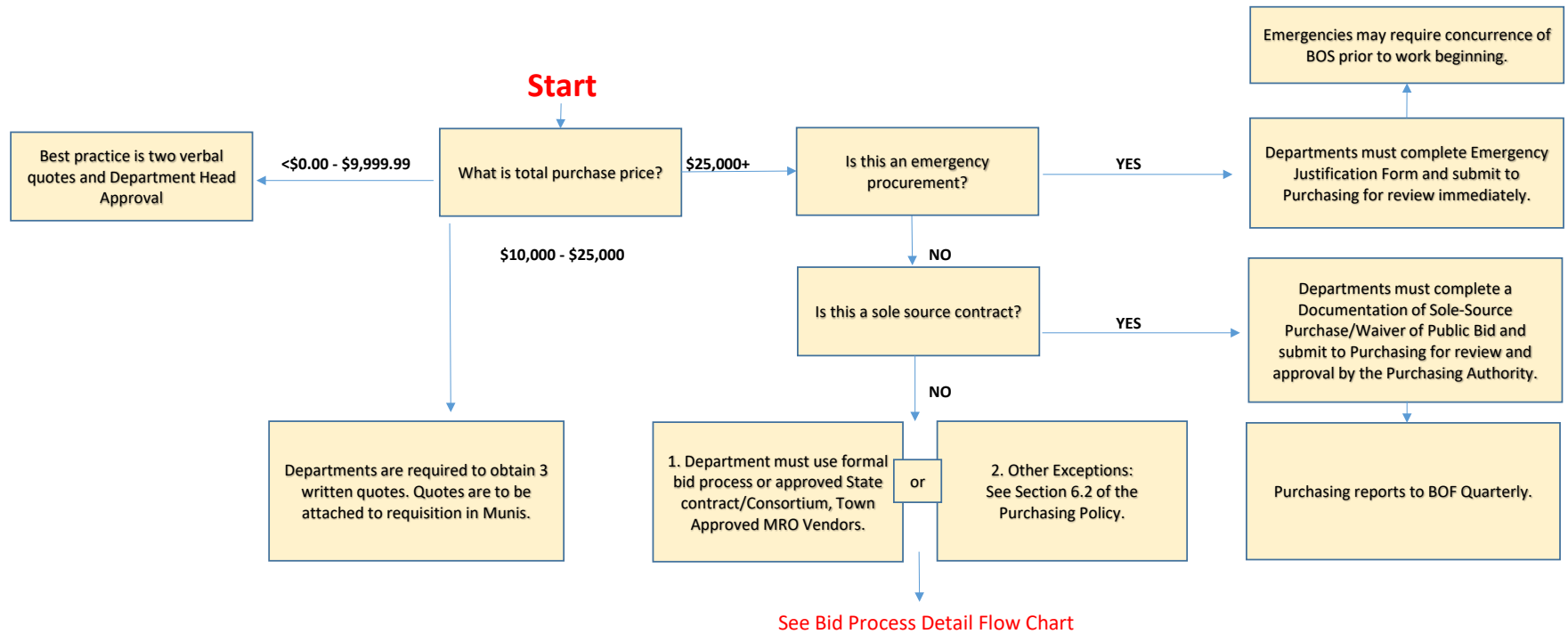
Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor’s full responsibility to provide insurance as required under this Contract.

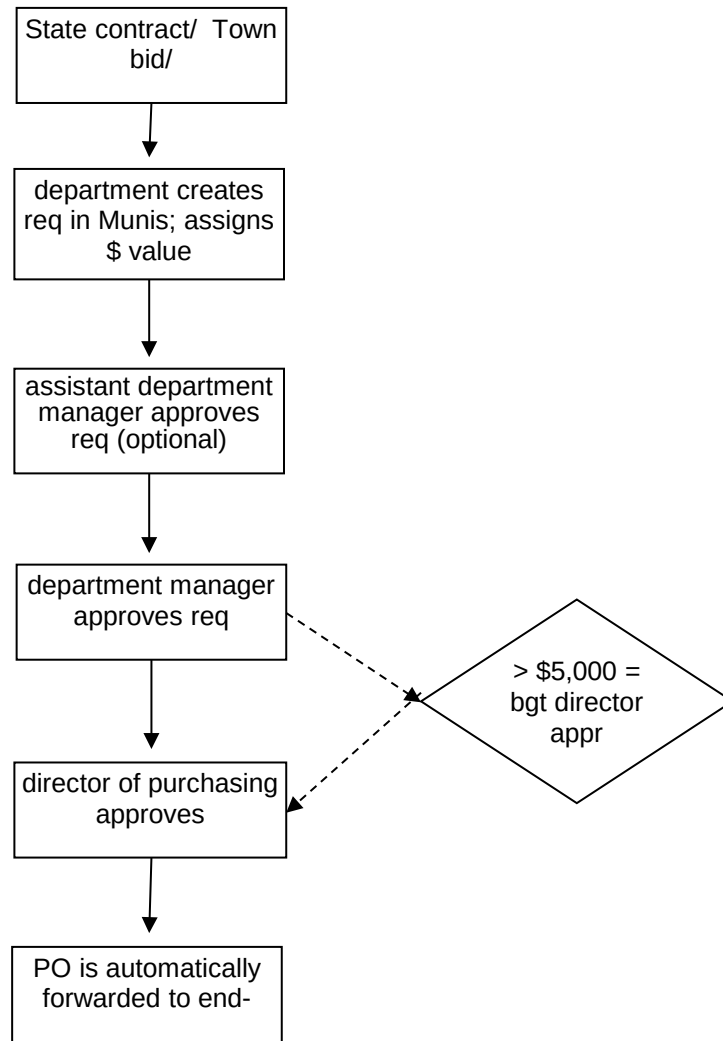
Contractor’s Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town’s Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor’s commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

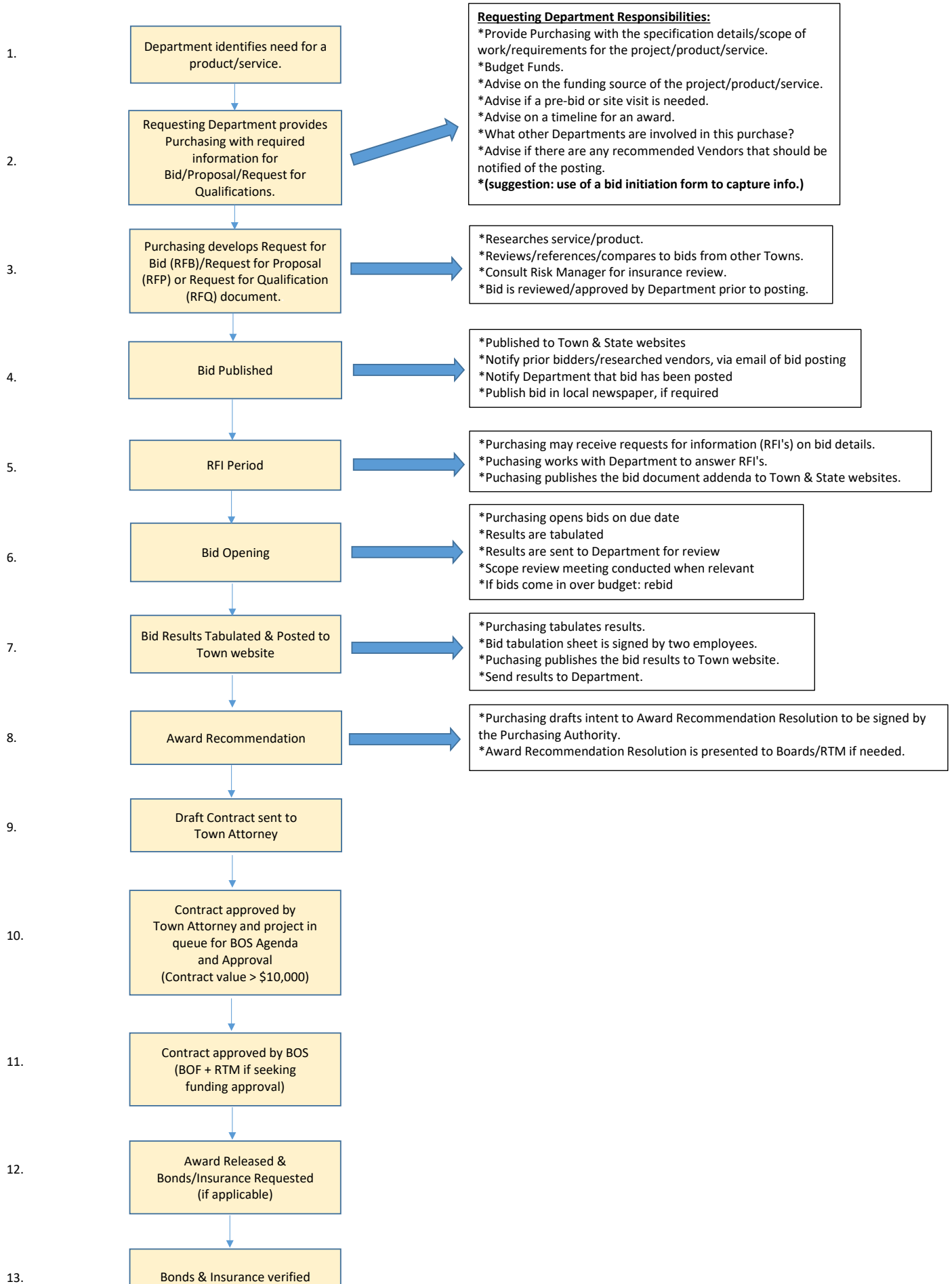
Purchasing Policy Limits



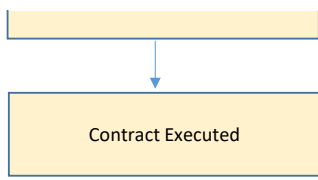
Process Flowchart - Purchase Orders



Bid Process Detail



14.



GENERAL FUND
PETA Contract Settlement

Department Name	Org	Object	Description	FY24
Human Resources	1330	51010	Regular Payroll	16,681
Town Planning & Zoning	1110	51010	Regular Payroll	17,032
Conservation	1230	51010	Regular Payroll	9,877
Finance	3010	51010	Regular Payroll	24,661
Assessor	3050	51010	Regular Payroll	5,883
Tax Collector	3090	51010	Regular Payroll	12,158
Information Technology	3110	51010	Regular Payroll	33,287
Police	4030	51010	Regular Payroll	8,810
Animal Control	4050	51010	Regular Payroll	5,361
Public Works Administration	5011	51010	Regular Payroll	5,432
Public Works Operations	5030	51010	Regular Payroll	35,398
Building	5050	51010	Regular Payroll	6,391
Engineering	5070	51010	Regular Payroll	27,984
Health	6010	51010	Regular Payroll	19,074
Human And Social Services	6050	51010	Regular Payroll	8,365
Library Main	7010	51010	Regular Payroll	16,342
Fairfield Woods	7011	51010	Regular Payroll	12,634
Recreation	7050	51010	Regular Payroll	5,711
Parks	7080	51010	Regular Payroll	6,225

277,308

ARPA - CURRENT BALANCE AS OF 8.22.24

Row	ARPA Project	Project	Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 08.22.24	Status of Project
1	Fire Department Boat	TBD	\$ 562,059.64				\$ 562,059.64	NEW - Needs approval by all 3 boards - Purchase price (see quote) less insurance of \$425,000 plus \$25,000 for incidentals.
2	Jennings Beach Concession Upgrades	81008	\$ 100,000.00	\$ (88,565.08)			\$ 11,434.92	Remaining funds expected to be used up soon.
3	Plan of Conservation and Development (POCD)	81003	\$ 175,000.00	\$ (99,584.00)	\$ (65,416.00)		\$ 10,000.00	in progress and on budget
4	Downtown Resiliency - Permeable Surfacing	81004	\$ 644,000.00	\$ (190,506.58)	\$ (38,493.42)		\$ 415,000.00	approved revised budget of \$644,000 left in the account for design for Phase 1, Phase 2 & Phase 3. Construction costs expected to increase, with utility conflicts/ condition of permits. Design hasn't been authorized for phase 2 yet. Potential for fed grant?
5	Traffic Lights (traffic signal replacement)	81014	\$ 1,000,000.00	\$ (62,995.08)	\$ (117,500.92)		\$ 819,504.00	This will cover Year 1 traffic lights, METROCOG could not apply for STATE Bonding for HAWK Signal. Replaced with other Improvement from year 2. 50/50 Cost share with SHU for Traffic Signal Replacement. Additional funding will be needed for other years, which was added to capital plan.
6	Town-wide Guard Rail and Fencing	81019	\$ 230,000.00	\$ (132,128.26)	\$ (82,500.00)		\$ 15,371.74	in progress
7	Perry's Green Bulkhead	81023	\$ 1,600,000.00	\$ (332,979.74)	\$ (1,187,475.76)		\$ 79,544.50	Construction in progress
8	Electric Car Charging Stations	81016	\$ 250,000.00	\$ (178,875.00)			\$ 71,125.00	additional \$50,000 was approved for the purchase and installation of 2 EV charging stations (4 ports) at the PD/FD.

ARPA - CURRENT BALANCE AS OF 8.22.24

Row	ARPA Project	Project	Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 08.22.24	Status of Project
9	Hybrid Meeting Technology	81020	\$ 400,000.00	\$ (335,031.00)			\$ 64,969.00	Project completed -- paid final invoices, but may need to use some of the remaining for microphone improvements in SIH 1st Floor Conference Room, and Fire Training Classroom 111.
10	Digitizing Records	81021	\$ 145,000.00	\$ -	\$ -		\$ 145,000.00	the additional \$20k is for the Assessors office. Ross Murray submitted for consideration a December 2022 estimate totaling \$16k, (we rounded to \$20k) related to the scanning of 4 decades of historic filed Assessor files. David Becker taking over project.
11	Paving and Sidewalk Repair	81025	\$ 5,768,729.30	\$ (4,642,058.00)	\$ (145,748.00)		\$ 980,923.30	Spring paving completed awaiting invoices. Sidewalks on going. Any remainder will be put towards the FY25 needs per the BETA plan.
12	Senior Center Renovation	81028	\$ 850,000.00	\$ (701,528.16)	\$ (30,791.26)		\$ 117,680.58	The Senior Center Renovation project is in progress. Bathrooms near completion. Roof project completed. Use remaining funds towards kitchen hood?
13	Electric/Hybrid Vehicles	81030	\$ 767,716.32	\$ (465,091.50)	\$ (27,624.82)		\$ 275,000.00	We were advised that \$35,000 is needed to cover the remaining 12 month lease cost for 6 Nissan Leaf vehicles and \$271,000 is needed to purchase 4 EV vehicles (3 for PD and 1 for FD) and the cost of up-fitting
14	Sturges Project	81043	\$ 350,000.00				\$ 350,000.00	Conservation Dept; using 3 different funds to acquire the property, one of which is ARPA. funds are to purchase 2 properties adjacent to open space for an environmental science educational center. Groups can rent the space as well. Oil tank results received today. needs to be reviewed. waiting on closing date from town attorney.

ARPA - CURRENT BALANCE AS OF 8.22.24

Row	ARPA Project	Project	Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 08.22.24	Status of Project
15	Lake Mohegan Playground Replacement	81044	\$ 75,000.00				\$ 75,000.00	This project was removed from capital waterfall. - Waiting for BOS/BOF/RTM to accept the \$75K matching grant.
16	Police headquarter Rehab	81039	\$ 350,000.00	\$ (45,700.00)	\$ (188,100.00)		\$ 116,200.00	ARPA will be used to complete all design documents for the renovations. In addition, two bathrooms in the basement will be renovated with ARPA. These bathrooms will be used as swing space for the main project. Initial estimates for the main project came back at 2.8 million. A professional estimate will be performed once construction documents are complete.
17	Police Safe Corridor Program	81041	\$ 200,000.00	\$ (90,511.00)			\$ 109,489.00	initial portions installed and successful. looking to expand safety project.
18	Fire Station Rehabilitation	81024	\$ 550,000.00	\$ (351,900.62)	\$ (103,308.01)		\$ 94,791.37	in progress
19	Fire vehicle replacement	81040	\$ 60,000.00	\$ (46,628.00)			\$ 13,372.00	in progress; remainder is cost to up-fit; to spent shortly
20	Fire shift commander vehicle	81037	\$ 150,000.00	\$ (147,359.28)			\$ 2,640.72	vehicle received and in service.
21	Body Cam/Dash Cam/Tasers	81005	\$ 3,705,320.33	\$ (2,104,697.38)	\$ (1,600,622.95)		\$ 0.00	In progress.
22	Fill Pile	81006	\$ 1,000,000.00	\$ (186,404.00)	\$ (813,596.00)		\$ -	In progress.
23	Rooster River Detention Area	81007	\$ 750,000.19	\$ (460,308.87)	\$ (279,770.32)	\$ (9,921.00)	\$ (0.00)	removed from ARPA but has been added to our capital plan to be bonded. The resolution has been approved by all three boards.
24	Golf Course Maintenance Equipment	81022	\$ 227,045.23	\$ (223,977.18)	\$ (3,068.05)		\$ 0.00	Complete
25	Sidewalks Stratfield	81029	\$ 1,150,000.00	\$ (1,113,610.07)	\$ (36,389.93)		\$ (0.00)	Complete
26	Tunxis Hill Park Playground	81009	\$ 150,000.00	\$ (150,000.00)	\$ -		\$ -	Complete
27	Melville Park Playground	81010	\$ 151,463.79	\$ (151,463.79)	\$ -		\$ -	Complete
28	Lincoln Park Playground Replacement	81011	\$ 150,000.00	\$ (150,000.00)	\$ -		\$ -	Complete

ARPA - CURRENT BALANCE AS OF 8.22.24								
Row	ARPA Project	Project	Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 08.22.24	Status of Project
29	Dover Park Playground Replacement	81012	\$ 130,847.37	\$ (130,847.37)	\$ -		\$ -	Complete
30	Highwood Park Playground Replacement	81013	\$ 268,394.78	\$ (268,394.78)	\$ -		\$ -	Complete
31	SGT Murphy Playground	81038	\$ 149,939.98	\$ (149,939.98)			\$ -	Complete
32	Fairfield Theatre Company - free outdoor concerts	81015	\$ 50,000.00	\$ (50,000.00)	\$ -		\$ -	Complete
33	Burr Historical Gardens	81017	\$ -	\$ -	\$ -		\$ -	PROJECT CANCELLED; funds allocated; This project was completed in house and these funds were no longer needed
34	High Intensity Wave and Erosion Damage & Resiliency Study	81018	\$ 23,139.88	\$ (23,139.88)	\$ -		\$ 0.00	closed
35	Deck/patio behind senior center	81026	\$ 77,040.25	\$ (77,040.25)			\$ -	complete
36	Non-profit Mental Health	81001	\$ 300,000.00	\$ (300,000.00)	\$ -		\$ -	Closed
37	COVID Recovery Assistance	81002	\$ 188,241.25	\$ (188,241.25)	\$ -		\$ -	Closed
38	Town and BOE Fiber Optic Network	81031	\$ -	\$ -	\$ -		\$ -	Project has been cancelled.
39	ADA Consultant	81032	\$ -	\$ -	\$ -		\$ -	Project cancelled and funds reallocated
40	Diversity & Inclusion Consultant	81033	\$ 10,248.98	\$ (10,248.98)	\$ -		\$ 0.00	Project cancelled and funds reallocated
41	Sidewalks Southport	81036	\$ -				\$ -	Project cancelled and funds reallocated
42	Fairfield Museum	81042	\$ 40,000.00	\$ (40,000.00)			\$ -	Complete
43	HVAC at schools	81027	\$ 1,000,000.00	\$ (1,000,000.00)	\$ -		\$ -	This project is underway. funds transferred to Phase 1 Air Conditioning Acct FY226

ARPA - CURRENT BALANCE AS OF 8.22.24								
Row	ARPA Project	Project	Revised Budget	Less: Expenditures	Less: Encumbered	Less: Requisitions	Remaining Project Balance In Munis as of 08.22.24	Status of Project
	Total		\$ 23,749,187.29	\$ (14,689,755.08)	\$ (4,720,405.44)	\$ (9,921.00)	\$4,329,105.77	
	Total ARPA Funds received		\$ 24,830,565.88					
	Unallocated ARPA funds		\$ 1,081,378.59					

Board of Finance Regular Meeting
Thursday, May 9, 2024, 7:30 pm
Via Webex &
BOE Conference Room 295 A/B
501 Kings Highway East
Fairfield, CT 06825

A recording of this meeting can be found here: [BOF Regular Meeting 5/9/2024.](#)

The backup for this meeting can be found here: [BOF Backup Packet 5/9/2024.](#)

DRAFT MINUTES

MEMBERS PRESENT: Chairwoman Lori Charlton, Vice Chair John Mitola, Secretary Craig Curley, Mary LeClerc, Shane Pendley, Amy Ruggiero, Kevin Starke, Jack Testani, James Walsh

OTHERS PRESENT: Tax Collector Dave Kluczowski, Interim CFO David Becker, Budget Director Frank Magneri, Internal Auditor Connie Saxl, FairTV, members of the public

1) Call to Order

Chairwoman Lori Charlton called the meeting to order at 7:30 pm.

2) Pledge of Allegiance

Chairwoman Charlton led the Pledge of Allegiance.

3) To hear, consider and act upon the Suspense List for Tax Collector

John Mitola made a motion to put Item 3 before the BOF for a vote. Craig Curley seconded the motion.

Tax Collector Dave Kluczowski discussed the Suspense List and categories which came to a total of \$156,841.51. These are accounts for which they no longer anticipate collecting taxes, but can still be collected for up to 15 years past the original due date. Efforts to collect the Real Estate and Motor Vehicle taxes will continue through the collection agency and the Personal Property taxes will be collected through the Delinquent Tax Collector.

The motion carried 7-0-1 (LeClerc abstained, Walsh was not present for the vote).

4) To hear, consider and set the Mill Rate for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025

Craig Curley made a motion to put Item 4 before the BOF for a vote. Amy Ruggiero seconded the motion.

Budget Director Frank Magneri reviewed the documents with the BOF. The documents are located on pages 12-18 of the backup. Starting with Schedule B, Mr. Magneri noted changes that were made by the RTM on the Levy. The RTM added \$30,000 to the budget and the collection rate was adjusted to 99.01%. The Board of Assessment Appeals (BAA) was adjusted from the assumption of \$10 million to \$11.5 million after hearings were complete.

Schedule D has options if the BOF wanted to adjust the Mill Rate up or down. Interim CFO David Becker is confident that this is the correct rate. The original proposed budget tax collection rate was 98.00. The BOS adjusted it to 99.07, the BOF to 98.99 and the RTM to 99.01. The increase in the budget is 1.42%, which puts the mill rate at 27.90.

Members of the BOF voiced concern and support of changes in the budget and the budget overall. All comments can be heard on the recording.

Mr. Mitola made a motion to set the mill rate as set forth in Schedule D, scenario 4 (27.90). Mr. Curley seconded the motion.

James Walsh made a motion to amend the collection rate to 99.12 and a 1.31% increase. Ms. Ruggiero seconded the motion which failed 4-5-0 (Charlton, Mitola, Pendley, Curley, Starke opposed).

The original motion to set the mill rate at 27.90 carried 5-4-0 (LeClerc, Testani, Ruggiero, Walsh opposed).

- 5) To hear and discuss an update from the Town's Internal Auditor related to audits completed during the period January 1 through December 31, 2023 (*continued from March 5, 2024 meeting*)

Internal Auditor Connie Saxl reviewed open audits: Departmental Petty Cash and change funds, Tax Collector deposits and security, Departmental Donation Policy, Audit Review of Bid awards, Senior Center, Town Clerk credit card companies, Golf Professional Bob Bigonette.

There was also a discussion about Risk Management and the role of a Risk Manager. The full discussions can be heard on the recording.

- 6) To hear, consider and act upon a request from the Chief Fiscal Officer to transfer amounts among departments per the backup.

Mr. Mitola made a motion to put Item 6 before the BOF for a vote. Ms. Ruggiero seconded the motion.

The backup for this item is found on page 124. Interim CFO Becker discussed the proposed transfer of \$110,957 from surplus to three accounts to make up for pay distributed to former employees of the last administration. There was a discussion about vacation pay and rollover for senior department heads. Also discussed was the disbursement made to the former First Selectwoman who is paying severance back to the Town through her stipend as a Selectperson.

The motion carried unanimously. (Mary LeClerc was not present for the vote.)

- 7) To hear, consider and act upon the draft minutes of March 6, 2024, March 13, 2024, March 14, 2024, March 20, 2024, March 21, 2024, March 26, 2024, March 30, 2024, April 3, 2024, April 9, 2024

Mr. Mitola made a motion to put Item 7 before the BOF for a vote. Ms. Ruggiero seconded the motion.

The minutes were approved in two votes:

- March 6, 13, 14, 20, 21, 26, April 3, 9 – carried unanimously (Ms. LeClerc was not present for the vote.)
- March 30 – Three members were absent – carried 6-0-2 (Charlton, Walsh abstained. Ms. LeClerc was not present for the vote.)

8) To hear and consider any communications

- DPW is concerned about Rooster River ARPA funds. This will come before the BOF at a future meeting.

9) Adjourn

Mr. Mitola made a motion to adjourn. Mr. Curley seconded the motion which carried unanimously. The meeting adjourned at 9:37 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

**Board of Finance Quarterly Review Meeting
Tuesday, May 21, 2024, 7:30 pm
Via Zoom And
BOE Conference Room 295 A/B
501 Kings Highway East, Fairfield, CT 06825**

A recording of this meeting can be found here: [BOF Quarterly Meeting 5/21/24.](#)

Backup documents can be found here: [BOF Backup Packet 5/21/24.](#)

DRAFT MINUTES

MEMBERS PRESENT: Chairwoman Lori Charlton, Vice Chair John Mitola, Secretary Craig Curley, Mary LeClerc, Shane Pendley, Amy Ruggiero, Kevin Starke, Jack Testani, James Walsh
OTHERS PRESENT: JRIB Chairwoman Carolyn Trabuco, Superintendent of Fairfield Public Schools (FPS) Mike Testani, CFO for FPS Courtney LeBorious, BOE Chairwoman Jenn Jacobsen, BOE Liaison Jeff Peterson, Controller Caitlin Bosse, Budget Director Frank Magneri, Interim CFO David Becker, First Selectman Bill Gerber, FairTV, members of the public

- 1) Call to Order
Vice Chairman John Mitola called the meeting to order at 7:34 pm.
- 2) Pledge of Allegiance
John Mitola led the Pledge of Allegiance.
- 3) To review the current status of the Town's Pension and OPEB Funds

JRIB Chairwoman Carolyn Trabuco presented the status of the Town's retirement funds. The backup begins on page 1 of the packet. This report is for the third quarter ending on March 30, 2024. Performance starts on page 7 of the Vanguard handout. Allocations are on pages 8-9.

Pensions: Market Value - \$461,619,117.38 up 3.58%,
Allocations: Equity: 52.9%, Fixed Income: 32.5%, Private Equity: 8.6%, Real Estate: 5.4%

OPEB: Market Value- \$88,394,187.86 up 5.12%
Allocations: Equity: 71.9%, Fixed Income: 18%, Private Equity: 2.9%, Real Estate; 7.1%

Ms. Trabuco spoke about the investments and where the higher performances were. The full presentation can be heard by accessing the meeting recording.

- 4) To review the BOE FY24 third quarter financial update

FPS CFO Courtney LeBorious, Superintendent of Schools Mike Testani, BOE Liaison Jeff Peterson and BOE Chairwoman Jenn Jacobsen presented this Item. The backup begins on page 50 in the backup packet. Some challenges that have impacted the fiscal year:

- Legislation requiring the district to support students with programming through the end of the school year of their 22nd birthday. This added more than \$600,000 to cover nine students.

- Additional CLC classroom needed to support the students.
- Greater than projected enrollment.
- Special Ed support staff increased due to increased needs
- Added a Program Director of Elementary Special Education to help with increasing needs and 728 special needs students.
- Substitute services increased due to greater fill rates and short-term/long-term absences by contracted certified staff. Working with Collective Bargaining units to address those abusing time.
- Projected personnel need is \$1.1 million greater than the budget.
- Anticipate surplus in Health Insurance due to lower than anticipated Health Insurance Enrollment.
- Pupil Personnel Expenses increased due to loss in revenue and need for related services.

To hear the full discussion with Ms. LeBoriosis and the BOE/FPS representatives, please access the meeting recording linked above.

5) To review the Town FY24 third quarter financial update

Controller Caitlin Bosse and Budget Director Frank Magneri presented this Item. The backup is on page 70.

Town finances are stable and a \$9-million-dollar surplus is expected. The Town is up \$8.3 million in the third quarter. The tax sale brought in \$800,000 so far with four out of 14 properties paid and the other 10 will go to auction on June 18th if not paid. Tax collection rate is on track to meet the budget amount. Conveyance is down due to lack of inventory for sale and interest rates increasing. Building permits and Fire Marshal fees as expected. No new big developments. Parks & Recreation revenue is increasing at this time of year. Investment revenue is strong. There was a discussion about the Parking Authority.

Expenses were less favorable and some factors are: P&R seasonal employees, UI legal fee transfers, Salary transfers, ECC staffing issue – lower revenue – self-standing, hiring dispatchers to lower OT. Interim CFO David Becker and Budget Director Magneri explained the ECC situation is caused by lack of staffing and staff leaving. Paying and staffing appropriately are important and an ECC Director will be hired soon. The discussion continued about the ECC.

There are still vacancies for three police officers, Superintendent of Parks, COO and CFO. Offers were made to two CFO candidates who turned them down. The Town will use a search firm and look on a national level. There was a discussion about filling the Superintendent of Parks position.

6) To hear an update on ARPA and Capital Projects

Interim CFO Becker went through the ARPA project list and the items for which the funds have not yet been expended. The administration is working through Rooster River bonding and how much will be needed. The ARPA funds originally allocated for Rooster River will be transferred to paving. The transfer will go before the BOF in June. POCD funds will be expended. Funds need to be spent or encumbered by December 31st and spent completely by 12/31/26.

There is a list of projects that could be allocated ARPA funds if the funds are not spent on the original project. The list could change up until fall. The discussion about ARPA funds and projects continued.

- 7) To hear any communications - There were no communications.
- 8) Adjourn
Craig Curley made a motion to adjourn. Amy Ruggiero seconded the motion which carried unanimously.

The meeting adjourned at 9:49 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

Board of Finance Regular Meeting
Tuesday, June 4, 2024, 7:30 pm
Via Zoom and BOE Conference Room 295 A/B
501 Kings Highway East, Fairfield, CT 06825

A recording of this meeting can be found here: [BOF Regular Meeting 6/4/24.](#)

The backup documents for this meeting can be found here: [Backup Packet - BOF 6/4/24.](#)

DRAFT MINUTES

MEMBERS PRESENT: Chairwoman Lori Charlton, Vice-Chair John Mitola, Secretary Craig Curley, Shane Pendley, Amy Ruggiero, Kevin Starke, James Walsh

MEMBERS ABSENT: Mary LeClerc, Jack Testani

OTHERS PRESENT: Conservation Director Tim Bishop, Purchasing Director Adam Tulin, Interim DPW Director John Marsilio, First Selectman Bill Gerber, Interim CFO David Becker, Police Chief Robert Kalamaras, Bond Counsel from Pullman and Comley, Attorney Mike Andreana, FairTV, members of the public

- 1) Call to Order
Vice-Chair John Mitola called the meeting to order at 7:33 pm.
- 2) Pledge of Allegiance
Mr. Mitola led the Pledge of Allegiance.
- 3) To hear, consider, and act upon a bond resolution entitled, “A resolution appropriating \$5,750,000 for costs associated with planning, design and construction related to the Rooster River Flood Mitigation project, authorizing grants to finance \$2,500,000 of such appropriation, authorizing cost share reimbursements to finance \$750,000 of such appropriation and authorizing the issuance of bonds to finance the remaining portion of such appropriation.” ***(pending 6/4 BOS approval; requires RTM approval) (20-year bond)***

Mr. Mitola made a motion to put Item 3 before the BOF for a vote. Craig Curley seconded the motion.

Interim CFO David Becker said the Town is working toward a change in the ARPA funding. There is a \$750,000 MOU from the City of Bridgeport. It will need to be approved so the money can be spent. There is also a \$2.5 million urban grant and \$2.5 million will need to be bonded. The ARPA portion of the \$2.5 million will be reallocated. Mr. Becker reviewed documents in the backup. Interim DPW Director John Marsilio explained that CT DEEP required changes to the design and the plans would not be ready by the end of the year. Also, the Army Corps of Engineers would not be ready and it is too close to the deadline to risk losing the ARPA funds so they were reallocating the ARPA funds and will bond the balance.

The motion carried unanimously.

- 4) To hear, consider and act upon a reallocation of the American Rescue Plan Act (ARPA) Funds per Exhibit A attached in the backup (***pending 6/4 BOS approval; requires RTM approval***)

Mr. Curley made a motion to put Item 4 before the BOF. Shane Pendley seconded the motion.

Interim CFO Becker reviewed the backup documents and went over projects from the ARPA list that will be receiving reallocated funds. The Sturges Road project is the only one that is new to the list. Chairwoman Lori Charlton suggested reviewing the list again in December so the funds aren't lost. The discussion about the ARPA funds continued.

Conservation Director Tim Bishop reviewed the Sturges Project. There are two lots being purchased and there is a house on one of them which will be called the Environmental Science and Education Center. It is in a convenient location and is already used by Mill River Labs. Mr. Bishop would like to use it as a teaching venue as well. \$350,000 in ARPA will be transferred to the Sturges Road properties.

Electric Police Vehicles are also on the list for ARPA funding. There is a small amount aside for four EV Chevrolet Blazers. Three cars will be for the police department and come completely equipped with Police equipment and one for the Fire department. This is part of a pilot program. Chargers will need to be installed behind Fire Station #1 on Reef Road. There was a discussion about the vehicles. Mr. Becker is still putting the list together of reallocated funds and will go over it with the Boards again. There was a discussion about allocated ARPA funding.

- 5) To hear an update from the purchasing director on the purchasing policy

Purchasing Director Adam Tulin presented an update on the purchasing policy that was originally approved in November 2023, but needed some cleanup and reorganization. Key points include new bid thresholds, local MRO program, Town surplus and purchase requisitions/pink vouchers. There are some documents that have been revised or added: bid intake form, a witness at bid openings, reporting exemptions at the BOF Quarterly Review meetings, and looking into adding certificates of insurance tracking in Munis. The BOF will receive a copy of the new policy and there will be a special meeting for the final approval.

- 6) To hear, consider and act upon a recommendation from the Board of Finance Audit Subcommittee to accept the bid and reappointment of the independent auditors for Fiscal Year ended June 30, 2024

Mr. Pendley made a motion to put Item 6 before the BOF for a vote. Kevin Starke seconded the motion.

Mr. Mitola, who is the Chair of the BOF Audit Subcommittee, said three years ago the BOF entered into a contract with P.F. O'Connor Davies as the Town's external auditor.

Mr. Mitola made a motion to amend Item 6 to read, “The BOF is considering an act upon the reappointment of the independent auditors for fiscal year ending June 30th”. Ms. Charlton seconded the amendment which carried unanimously.

The main motion, as amended, carried unanimously.

- 7) To hear, consider and appoint the Clerk and Assistant Clerk of the BOF for the next year ending May 2025

Mr. Starke made a motion to put Item 7 before the BOF for a vote. Mr. Curley seconded the motion.

Ms. Charlton explained the role of the BOF Clerk. Controller Caitlin Bosse has been filling in temporarily, but since then, Mr. Becker has been appointed Interim CFO.

Ms. Charlton nominated Interim CFO Becker as the BOF Clerk until a permanent CFO is hired. Mr. Curley seconded the motion which carried 6-1-0 (Walsh opposed).

Ms. Charlton nominated Jen Carpenter as the BOF Assistant Clerk. Mr. Starke seconded the motion which carried unanimously.

- 8) To hear and consider any communications
Interim CFO Becker said a number of projects are coming up that will require bonding. He said the BOF will need to approve grants, the Sturges Road properties and the purchasing policy at a special meeting.

Ms. Charlton received a note from Fairfield Public Schools Superintendent Mike Testani that the Collective Bargaining agreement between the Town and BOE Supervisors and Administrators ends on June 30th and will need to begin negotiations. The BOE and BOF will need to meet and confer within 30 days of the start of negotiations. These are not public meetings. The meeting will need to be scheduled sometime between July 5-August 4 of this year.

- 9) Adjourn
Mr. Pendley made a motion to adjourn. Mr. Curley seconded the motion which carried unanimously.

The meeting adjourned at 9:38 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

Board of Finance Special Meeting
Tuesday, July 16, 2024, 7:30 pm
Via Zoom & At
BOE Conference Room 295 A/B
501 Kings Highway East, Fairfield, CT 06825

A recording of this meeting can be found here: [BOF Special Meeting 7/16/2024.](#)

Backup documents for this meeting can be found here: [Backup Packet for BOF Special Meeting 7/16/24.](#)

DRAFT MINUTES

MEMBERS PRESENT: Chairwoman Lori Charlton, Vice Chair John Mitola, Secretary Craig Curley, Mary LeClerc, Amy Ruggiero, Kevin Starke, Jack Testani, James Walsh

MEMBERS ABSENT: Shane Pendley

OTHERS PRESENT: First Selectman Bill Gerber, Interim CFO David Becker, Conservation Director Tim Bishop, Town Attorney Phil Pires, Assistant Planning Director Emmeline Harrigan, FairTV, Members of the public

- 1) Call to Order
Chairwoman Lori Charlton called the meeting to order at 7:30 pm.
- 2) Pledge of Allegiance
- 3) WHEREAS, the Conservation Department desires to acquire 798 and 816 Sturges Road for use by the Town for educational, recreational, and conservation purposes; and
WHEREAS, the owner of 798 and 816 Sturges Road desires to sell the properties to the Town for the sum of \$950,000; and
WHEREAS, the Board of Selectmen, Board of Finance, and RTM previously appropriated \$350,000 in ARPA funds towards this project; and
WHEREAS, the Town desires to appropriate an additional \$100,000 over the purchase price to complete anticipated work and renovations at the properties to prepare them for use by the Town; and
NOW, THEREFORE, IT IS HEREBY RESOLVED that William A. Gerber, First Selectman is hereby authorized to enter into the purchase and sale agreement between the Town of Fairfield and Juan Velez to purchase 798 and 816 Sturges Road for \$950,000 and execute any and all other documents necessary to complete the Town's purchase; and
AND BE IT FURTHER RESOLVED that the Board of Finance hereby appropriates an additional \$150,000 from the H. Smith Richardson Trust fund for the project, as previously approved by the Conservation Commission and the Board of Selectmen; and
AND BE IT FURTHER RESOLVED that the Board of Finance hereby appropriates an additional \$550,000 from the Town's Payment of Fee In Lieu of Open Space fund established under Section 2.3.8 of the Town's Subdivision Regulations, as previously approved by the Board of Selectmen, for a total appropriation for the project of \$1,050,000.
(requires RTM approval)

John Mitola made a motion to put Item 3 before the BOF for a vote. Craig Curley seconded the motion.

Conservation Director Tim Bishop presented this Item. First Selectman Bill Gerber made a statement supporting this purchase and how using the space will benefit the Town.

Public Comment:

- Dr. Chris Nichols - 820 Sturges Road
- Jonathan Dilley – 50 Centerbrook Place – Chair, Mill River Wetland Committee
- Mary LeClerc – Henderson Road – BOF member and neighbor of proposed purchase property

Mr. Mitola said he has received emails mostly in support of this purchase. Residents have questions about parking for student buses. There was a discussion about the process of currently dropping off students and how purchasing this property would allow for parking and a turnaround off the street which is a much safer option.

First Selectman Gerber addressed the \$100,000 and what it will cover. The site was inspected, but the report has not been completed yet. An ADA ramp will need to be built to be compliant. There will need to be connection to the sewer line. The house itself is in good shape and will not need any work structurally. Work will need to be done to the HVAC system. Neighbors did receive notification of the proposed purchase. There was concern about traffic and building other structures on the property. First Selectman Gerber said there will not be anything else built on the property and he has not gotten a report back regarding traffic.

James Walsh asked about the urgency for the special meeting and was told the owner of the property is anxious to sell. The purchase needed to be done soon to prevent him from possibly selling to developers. Mr. Walsh also started a discussion about previous wetland violations against the owner of the property. There was also a discussion about connecting the property to the Town sewer system. Discussion continued about the property regarding possible upgrades needed and oil tank removal.

Mr. Walsh made an amendment to approve the purchase of the property only after the oil tank is removed and if a leak is found, the contaminated soil will be removed to residential standards prior to closing. Jack Testani seconded the amendment.

There was a discussion on the process and who is responsible for the cost. Town Attorney Phil Pires weighed into the conversation about the oil tank.

Mr. Walsh withdrew his original amendment.

Mr. Walsh made a motion to amend the resolution, fifth paragraph, with the language below:

“NOW, THEREFORE, IT IS HEREBY RESOLVED that William A. Gerber, First Selectman is hereby authorized to enter into the purchase and sale agreement between the Town of Fairfield and Juan Velez to purchase 798 and 816 Sturges Road for \$950,000, subject to the Seller professionally removing the inground oil tank on the premises and receiving test results from the tank grave that are within the applicable Remediation Standard Regulations prior to closing of title. The Town further authorizes the expenditure from the additional \$100,000 appropriation of up to \$20,000 to be used for the Seller’s cost of the tank removal and any

applicable remediation costs, and execution of any and all other documents necessary to complete the Town's purchase;"

Mr. Testani seconded the amendment which carried unanimously.

The main motion, as amended, carried unanimously.

This resolution will now go to the RTM as amended for approval.

The meeting recessed for five minutes before Item 4.

4) To hear an update on the Plan of Conservation and Development (POCD)

Materials are on page 30 of the backup packet. This is an informational update for the BOF before the plan goes before the public for comments. The plan is required to be updated every 10 years.

Assistant Planning Director Emmeline Harrigan presented the draft Plan and said the last POCD document was updated in 2010. There was a discussion prior to this update, but there are things on here that have changed. There are state statutes that have also changed that will change requirements to the Town. Updating every 10 years also qualifies the Town for grants and other funding. The presentation in its entirety can be heard by accessing the link to the meeting recording at the top of this document.

There was a discussion about feedback from residents from public workshops regarding what they want to see more of and different plans for the Town, and in what order they can be done, which will also depend on funding available. BOF members also gave their suggestions. Ms. Harrigan said there will be an update on the open space and land acquisition with the Conservation Department and a study on future acquisitions. The plan will look at potential projects in preparation for sea level rise as well as Rooster River flooding. The discussion of the plan continued.

5) To hear updates from the Interim CFO

Interim CFO David Becker had three updates for the BOF:

- Grants for projects will go before the BOF in September.
- The Parking Authority lease payment for FY24 was not made. There will be a meeting at the end of next week with the Director and Authority Chair to address the \$333,000 issue. There will be a meeting with the Town Attorney prior to that meeting. There was a discussion about the Parking Authority and appointments.
- East Trunk project phase three came in significantly higher than what had been approved by approximately \$13 million. There was a discussion about what has already been approved and what will need to be spent after grants and other funding. The funding request will be going before the Town boards. Mr. Becker is working with bond counsel now. First Selectman Gerber said this is a complicated project and has gone out to bid several times. There were only two responses for this phase. This project needs to be done in order to develop projects in the metro station area. The discussion continued.

6) Adjourn

Mr. Mitola made a motion to adjourn. Mr. Walsh seconded the motion which carried unanimously.

The meeting adjourned at 10:31 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary