

BOARD OF SELECTMEN MEETING
Monday, October 2, 2023, 4:00 pm
Via Webex & In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06824

A recording of this meeting can be found here: [BOS Regular Meeting 10/2/2023.](#)

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Mill Hill Building Committee Chair Jason Li, Colliers Project Manager Mark Schweitzer, Director of Sustainability Aquarian Water Co. Carolyn Giampe, WPCF Superintendent John Bodie, WPCF Project Manager Christine Pacelli, CFO Jared Schmitt, Town Attorney James Baldwin, Attorney Rick Aiken, FairTV, Members of the public

1) **CALL TO ORDER**

First Selectwoman Brenda Kupchick called the meeting to order at 4:00 pm.

2) **PLEDGE OF ALLEGIANCE**

After the First Selectwoman led the Pledge of Allegiance, she called for a moment of silence for the Sacred Heart University students involved in a serious accident over the weekend.

3) **MILL HILL ELEMENTARY SCHOOL BUILDING COMMITTEE**

To hear, consider and act upon a request from the Mill Hill Elementary School Building Committee to disband

Selectman Flynn made a motion to approve Item 3. Nancy Lefkowitz seconded the motion.

Mill Hill Building Committee Chair Jason Li said when all invoices have been paid, there will be an estimated refund to the Town of about \$400,000-\$450,000. There was a discussion about invoices that were still outstanding and whether or not the Committee could disband before all invoices have been paid. Mr Li did explain that he was approved by the committee to still approve the invoices still not submitted as long as they were under \$10,000.

The motion carried unanimously.

4) **AQUARION WATER COMPANY**

To hear a presentation from the Aquarion Water Company on its “Value of Water Campaign”

Director of Sustainability Aquarian Water Co. Carolyn Giampe discussed her presentation which can be found both in the backup documents and the meeting recording.

Selectwoman Lefkowitz made a motion to waive the reading of Item 5. Selectman Flynn seconded the motion which carried unanimously.

- 5) **WATER POLLUTION CONTROL AUTHORITY (*requires BOF and RTM approval*)**
To hear, consider and act upon the following resolution:

WHEREAS, on June 27, 2022, the RTM approved \$300,000 for the design of the Fairfield Beach Pump Station including the force main; and

WHEREAS, on October 24, 2022, the RTM approved \$300,000 for the design of the Center Street Pump Station including the force main; and

WHEREAS, on October 24, 2022, the RTM approved \$300,000 for the design of the South Pine Creek Pump Station including the force main; and

WHEREAS, the WPCA has determined that the design of the three pump stations is more efficiently conducted as a single project; and

WHEREAS, in order to be eligible for grant funding, the State Department of Energy and Environmental Protection (DEEP) requires additional investigation of conditions relating to the pump stations, as well as the hiring of a qualified design consultant under DEEP's Quality Based Selection (QBS) Program; and

WHEREAS, the estimated additional cost to be in compliance with the QBS Program and to be eligible for grant funding is \$336,000; and

NOW, THEREFORE, BE IT RESOLVED, that, in accordance with the recommendation of the WPCA, the previous three authorizations of \$300,000 each in funding for the design of Fairfield Beach, Center Street, and South Pine Creek Pump Stations and force mains are combined, and that \$336,000 is added to the authorization to create a single appropriation of WPCA fund balance in the amount of \$1,236,000 (Phase I) to design the pump stations and comply with DEEP's QBS Program.

There was a very detailed discussion about this project and funding. This is only for the design for this project.

The motion carried unanimously.

- 6) **WATER POLLUTION CONTROL AUTHORITY (*requires BOF and RTM approval*)**
To hear, consider and act upon the following resolution:

RESOLVED, that in accordance with a recommendation from the WPCA, funding of up to \$235,000 from the WPCA fund balance for Quality Based Selection (QBS) of a design consultant for Toll House, Mill River, Eastfield, and Willow Street pump stations and force mains investigation (Phase II) be, and hereby is, approved.

Selectwoman Lefkowitz made a motion to approve Item 6. Selectman Flynn seconded the motion.

WPCF Superintendent John Bodie said these are the four remaining pump stations identified as needing updates. This is phase two of this type of projects.

The motion carried unanimously.

7) **RESIGNATION (*for information only*)**

Conservation Commission

Brian L. McCann (R) 110 Eleven O’Clock Road, term 11/2018-11/2023
(Resigned August 2, 2023)

The Board thanked Mr. McCann for his service.

8) **FIRST SELECTWOMAN APPOINTMENT (*for information only*)**

Conservation Commission

Kathryn M. O’Mahony (D) 140 Mill River Road, term 11/2019-11/2024
(to move from alternate to full member and replace Brian L. McCann (R) who resigned)

The Board thanked Ms. O’Mahony for serving.

9) To hear, consider and act upon any other business which shall properly come before this meeting

- First Selectwoman Kupchick said she participated in a press conference with the Ukraine Steering Committee to kick off its October event. She explained how the public donate to Ukraine; and
- The Board discussed the BOE redistricting which has been postponed; and
- There was a discussion about Spotted Lanternflies.

10) **TOWN ATTORNEY**

Executive Session – Pending Litigation – Laura Pulie v. Town of Fairfield with Attorney Rick Aiken and Town Attorney Jim Baldwin

Selectman Flynn made a motion to go into Executive Session at 5:11 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

Selectman Flynn made a motion to come out of Executive Session at 5:24 pm. Selectwoman Lefkowitz seconded the motion which carried unanimously.

There were no votes taken.

11) **Adjourn**

Selectman Flynn made a motion to adjourn. Selectwoman Lefkowitz seconded the motion which carried unanimously.

The meeting adjourned at 5:25 pm.

Respectfully submitted,

Pru O’Brien
Recording Secretary

BOARD OF SELECTMEN MEETING
Monday, October 16, 2023, 4:00 pm
Via Webex & In-Person in the
First Floor Conference Room, Independence Hall
725 Old Post Road, Fairfield, CT 06824

A recording of this meeting can be found here: [BOS Regular Meeting 10/16/2023.](#)

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L Kupchick, Selectman Thomas M. Flynn, Selectwoman Nancy E. Lefkowitz

OTHERS PRESENT: Executive Director of Operations for Fairfield Public Schools (FPS) Angelus Papageorge, Director of Construction and Energy Management for FPS Sal Morabito, Superintendent of FPS Mike Testani, Director of Human Resources Cathleen Simpson, CAO Tom Bremer, Budget Director Frank Magneri

1) CALL TO ORDER

First Selectwoman Brenda Kupchick called the meeting to order at 4:00 pm.

2) PLEDGE OF ALLEGIANCE

First Selectwoman Kupchick led the Pledge of Allegiance.

3) MOMENT OF SILENCE

First Selectwoman Kupchick held a Moment of Silence for the terrorist attacks and lives lost in Israel. She said she contacted area Rabbis to express the Town's support and sorrow and noted that the Rabbis shared statements in her newsletter. Selectwoman Nancy Lefkowitz read a heartfelt statement about the attacks and how they affect Jewish people everywhere. Selectman Flynn also spoke about the tragedy in Israel.

4) RESIGNATION (*for information only*)

Bicycle and Pedestrian Committee

Mary M. Tomey-Streeto (D) 137 Beaumont Street, term 11/2022-11/2026

(Resigned July 19, 2023)

This item is for information only. The Selectpersons thanked Ms. Tomey-Streeto for her service.

5) MINUTES

To consider and act upon the minutes of September 11, 2023

Selectwoman Lefkowitz made a motion to approve the minutes of September 11, 2023, as written. Selectman Flynn seconded the motion which carried unanimously.

6) AC BUILDING COMMITTEE CHARGE

To hear, consider and approve changes to the May 1, 2023 approved Charge for the AC Building Committee.

Selectwoman Lefkowitz made a motion to approve Item 6. Selectman Flynn seconded the motion.

Executive Director of Operations for Fairfield Public Schools Angelus Papageorge explained that the Charge for the committee needs to be updated because additional projects that have received HVAC Indoor Air Quality and/or will receive OSCGR Construction Grants that are assigned to the HVAC Indoor Air Quality Building Committee were added. Mr. Papageorge asked for the word “grant” which appears throughout the Charge before the words “Building Committee” to be removed to allow the committee to apply for grants and other funding relating to the projects.

The motion which carried unanimously.

7) SUPERINTENDENT OF SCHOOLS

To hear, consider and adopt a bond resolution entitled, “A resolution appropriating \$6,286,480 for the cost of roof replacement projects at Holland Hill Elementary School and North Stratfield Elementary School and authorizing the issuance of bonds to finance such appropriation”. – 20 years

See Full Resolution in Backup. Requires BOF and RTM approval.

Selectwoman Lefkowitz made a motion to approve Item 7. Selectman Flynn seconded the motion.

Mr. Papageorge along with FPS’ Director of Construction and Energy Management Sal Morabito and FPS Superintendent Mike Testani went over the details of why they came before the BOS to request additional funding for this project. Selectman Flynn said he would like to see the entirety of the project’s cost. Selectwoman Lefkowitz agreed with Selectman Flynn, but stated that regardless of the amount, this project needs to be done. There was a discussion about the cost and the Town bond cap.

Selectman Flynn made a motion to postpone this vote until 10/19/23 to get more information. Selectwoman Lefkowitz seconded the motion which carried unanimously.

8) HUMAN RESOURCES DIRECTOR

To hear, consider and act upon compensation for Town department heads

Selectman Flynn made a motion to approve Item 8. Selectwoman Lefkowitz seconded the motion.

Human Resources Director Cathleen Simpson discussed how increases were determined. Budget Director Frank Magneri told the BOS that the money had been put into the contingency line in the budget.

The motion carried 2-0-1 (Lefkowitz abstained).

9) PENFIELD PAVILION

To Hear an Update on Penfield Pavilion

CAO Tom Bremer gave an update on Penfield Pavilion:

- The fence and barrier are up; and
- Construction will start by December; and
- Construction insurance is in place.

Selectwoman Lefkowitz asked about the RACE study to which Mr. Bremer responded that the study is being done and should be complete in December.

10) TAX COLLECTOR

To consider and act upon tax refunds as recommended by the Tax Collector in the amount of \$51,272.90

Selectwoman Lefkowitz made a motion to approve Item 10. Selectman Flynn seconded the motion which carried unanimously.

11) To hear, consider and act upon any other business which shall properly come before this meeting

First Selectwoman Kupchick discussed an event for Fairfield's Sister City, Kostiantynivka, the Town's new website, and the new ARPA-funded town electric vehicles.

12) Adjourn

Selectwoman Lefkowitz made a motion to adjourn. Selectman Flynn seconded the motion which carried unanimously.

The meeting adjourned at 5:52 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

BOARD OF SELECTMEN MEETING
Thursday, October 19, 2023 - 3:00 pm
Via Webex Only

[Board of Selectmen \(Special Meeting\) - 10/19/2023 - YouTube](#)

DRAFT MINUTES

MEMBERS PRESENT: First Selectwoman Brenda L Kupchick, Selectwoman Nancy E. Lefkowitz

MEMBERS ABSENT: Selectman Thomas M. Flynn

OTHERS PRESENT: Executive Director of Operations for Fairfield Public Schools (FPS) Angelus Papageorge, Director of Construction and Energy Services, Superintendent FPS Mike Testani, members of the public.

1) **CALL TO ORDER**

First Selectwoman Brenda Kupchick called the meeting to order at 3:00 pm.

2) **PLEDGE OF ALLEGIANCE**

Selectwoman Kupchick led the Pledge of Allegiance.

3) **BOARD OF EDUCATION (*requires RTM approval*)**

“RESOLVED, that the Town of Fairfield authorizes the Board of Education of the Town of Fairfield to apply to the Commissioner of Administrative Services and to accept or reject a grant for the Holland Hill Partial Roof Replacement Project at Holland Hill Elementary School; and

FURTHER RESOLVED, that the Holland Hill Elementary School Building Committee is hereby established as the building committee with regard to the Holland Hill Partial Roof Replacement Project at Holland Hill Elementary School; and

FURTHER RESOLVED, that the Town of Fairfield hereby authorizes at least the preparation of schematic drawings and outline specifications for the Holland Hill Partial Roof Replacement Project at Holland Hill Elementary School.

4) **HOLLAND HILL ELEMENTARY SCHOOL PARTIAL ROOF BUILDING COMMITTEE**

To hear, consider and approve a charge for the Holland Hill Elementary School Partial Roof Building Committee

5) **FIRST SELECTWOMAN**

To hear, consider and act upon the following resolution as recommended by the First Selectwoman: RESOLVED, that the Special Projects Standing Building Committee shall serve as the Holland Hill Elementary School Partial Roof Building Committee (HHRBC) for the purpose of performing a partial roof replacement at Holland Hill Elementary School

6) **BOARD OF EDUCATION (*requires RTM approval*)**

“RESOLVED, that the Town of Fairfield authorizes the Board of Education of the Town of Fairfield to apply to the Commissioner of Administrative Services and to accept or reject a grant for the North Stratfield Roof Replacement Project at North Stratfield Elementary School; and

FURTHER RESOLVED, that the North Stratfield Elementary School Roof Building Committee is hereby established as the building committee with regard to the North Stratfield Roof Replacement Project at North Stratfield Elementary School; and
FURTHER RESOLVED, that the Town of Fairfield hereby authorizes at least the preparation of schematic drawings and outline specifications for the North Stratfield Roof Replacement Project at North Stratfield Elementary School.”

- 7) NORTH STRATFIELD ELEMENTARY SCHOOL ROOF BUILDING COMMITTEE
To hear, consider and approve a charge for the North Stratfield Elementary School Roof Building Committee
- 8) FIRST SELECTWOMAN
To hear, consider and act upon the following resolution as recommended by the First Selectwoman:
RESOLVED, that the HVAC Indoor Air Quality Building Committee shall serve as the North Stratfield Elementary School Roof Building Committee (NSRBC) for the purpose of performing a roof replacement at North Stratfield Elementary School

Selectwoman Lefkowitz made a motion to approve Items 3-8. First Selectwoman Kupchick seconded the motion which carried unanimously.

- 9) Adjourn
Selectwoman Lefkowitz made a motion to adjourn. First Selectwoman Kupchick seconded the motion which carried unanimously.

The meeting adjourned at 3:07 pm.

Respectfully submitted,

Pru O'Brien
Recording Secretary

From: Jason Li <jasonli.fairfield@gmail.com>

Sent: Friday, December 1, 2023 11:13 AM

To: Carpenter, Jennifer <JCarpenter@fairfieldct.org>

Subject: My resignation (This was send to the Town Clerk on Nov 21st)

Good Morning,

Please consider this letter as my resignation as chairman of the HVAC IAQ building committee. It has been my honor to be chairman of this committee and other school building committee for the town for the past 12 years. I look forward to continue serving the Town of Fairfield as a member of the Board of Education.

Sincerely,

Jason Li

Boards and Commissions Interest Form

Print

Submitted by: May Bayer

Submitted On: 2023-11-07 17:21:14

Submission IP: (69.126.125.234)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- [May S. Bayer Resume.pdf](#) - 2023-11-07 05:21:14 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
May	Bayer	maysbayer@gmail.com
* Street Address		
354 Towne House Road		
* Zip Code		
<input checked="" type="radio"/> 06824 <input type="radio"/> 06825 <input type="radio"/> 06890		
Home Phone	Cell Phone	Work Phone
6173655151	617-365-5151	Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

- ☒ Yes ☐ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☒ Democratic Party
☐ Green Party
☐ Independent Party
☐ Other Party
☐ Republican Party
☐ Unaffiliated (No party affiliation)

* Which Board or Commission are you interested in?

Fairfield Public Library Board of Trustees

* Have you read the written description of the board's role that is available on the Town website?

☒ Yes ☐ No

* Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.

Library email newsletter

* Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.

- ☒ Board Chair
☐ Department Head
☐ First Selectwoman
☐ Other Board Members
☐ Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I love the town of Fairfield and the Library! I am a huge supporter and patron of the Fairfield Public Library - I visit frequently to check out books and bring my son to children's classes weekly. Since moving to Fairfield three years ago, I have been looking for ways to become more involved in the community, and I would be thrilled to have the opportunity to give back to the town and the Library by serving the Board of Trustees. I think that my professional experience in the field of development and fundraising would make me a valuable asset to the Board. I have experience managing large event budgets, tracking and reconciling income from each event, setting financial goals and benchmarks, working with grant applications, and soliciting gifts from individual and corporate donors. I have also worked with boards, providing trustees with updates and financial reports. I understand the ways in which a board functions, as well as the relationship between a board and the community it serves. I also know the importance of building strong engagement between an institution and its community.

* Resume/Bio

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Thank you for your consideration!

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

May Southwick Bayer
354 Towne House Road, Fairfield, CT 06824
617-365-5151
Maysbayer@gmail.com

PROFESSIONAL EXPERIENCE:

Lycée Français de New York, New York, NY

Event Consultant

2022 – Present

Associate Director of Community Events

2020 – 2022

Manager of Community Events

2019 – 2020

Assistant Manager of Community Events

2017 – 2019

- Lead the planning of the annual Gala, welcoming more than 900 guests and raising over \$2 million per year
- Lead the planning of all annual Community Events, welcoming more than 400 guests each: Fall Fair, Spring Fair, Skating Party, and Lycée Cares, a community service event in partnership with City Harvest
- For each event: managed budgets; led multiple volunteer committees; created a visual identity; ran marketing and social media campaigns; built a communications plan and schedule; managed vendors, staff and volunteers; fundraised and secured event sponsorships up to \$100,000

Friends Seminary, New York, NY

2015 – 2017

Special Events Manager and Advancement Associate

- Planned all Advancement events: new parent breakfasts, class potlucks, Major Donor Party, Endowment Luncheon, Homecoming, Lunar New Year, Grandparents Day, Parent and Alumni Volunteer Party, Reunion, Senior Dinner, and cultivation luncheons and dinners
- Created and managed event budgets; scouted and selected venues; collaborated with Communications Office to produce materials such as invitations and programs; built invite lists; tracked RSVP's; led volunteer committees and managed staff and volunteer roles; solicited donations and sponsorships

Brooklyn Botanic Garden, Brooklyn, NY

2014 – 2015

Special Events and Individual Giving Associate

- With the Special Events and Individual Giving team, planned the annual Spring Gala and Auction, which raised over \$960,000; processed ticket purchases; secured auction items; worked with vendors, caterers, and sponsors; trained staff and volunteer committees; served as staff captain night of the event; supervised pledge drive
- Planned and worked at smaller donor cultivation events for 50-200 guests, including receptions and trips
- Processed all general donations of up to \$999 in Raiser's Edge; prepared and sent acknowledgement letters; researched prospective donors using LexisNexis, NOZA, and RelSci

Clear Channel Media and Entertainment, New York, NY

2012 – 2014

National Research Coordinator

- Analyzed national and local media and consumer trends using Nielsen data and various software programs; aided in closings of multi-million-dollar advertising sales by providing data to sales team and clients

Museum of Fine Arts, Boston, MA

Summer 2012

Stewardship and Events Intern

- Coordinated logistics of major fundraising events, including the annual Gala and Silent Auction, receptions, and community open houses, for up to 400 guests; managed guest lists; mailed invitations; tracked RSVP's; created name tags; greeted and interacted with guests and high-level donors
- Maintained event, donor, and gift records in Raiser's Edge, Enterprise, and PaperVision databases; prepared acknowledgement letters and stewardship reports; researched and wrote narrative reports on endowed funds

EDUCATION:

Colgate University, Hamilton, NY

Class of 2012

- Bachelor of Arts Degree, Cum Laude; Sociology Major; Writing & Rhetoric Minor
- Member of Phi Eta Sigma National Honor Society, Gamma Sigma National Honor Society; Gamma Phi Beta Sorority; Varsity Crew Team

CET Intensive Italian Language and Cultural Studies, Sicily, Italy

Spring 2011

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #222)
Date: Friday, July 29, 2022 8:08:10 AM

Boards and Commissions Interest Form

Record #222 submitted from IP address 38.81.106.182 on 7/29/2022 8:08 AM

[View form](#)

ID	222
First Name	George
Last Name	Harris
Street Address	95 Orchard Hill Ln
Zip Code	06824
Email Address	goharris321@gmail.com
Cell Phone	475-257-0153
Home Phone	475-257-0153
Work Phone	475-257-0153
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Harbor Management Commission
Read the Boards Role	Yes
How You Learned About the Position	Email form Selectwomen
Who You Have Spoken To	
Explanation of Interest and Contribution	30 year resident, boating for 45 years.
Resume or Bio	Resume_2019_1.doc
Additional Comments	

[Manage](#)

I have 20 years of experience in Technology including Hardware, Networking and Software. I have developed cost saving procedures for asset management and personnel management.

Work experience

2020- Present Datto, Inc. Monroe/Norwalk, CT

Assembly Technician / Logistics Technician

- Assemble high end servers and networking equipment
- Utilize highly accurate & intricate procedures for quality
- Package, label and ship products globally using enterprise solutions (NetSuite, WorldShip, etc)

2017– 2020 Norwalk Public Schools Norwalk, CT

Lead Technician

- Leadership, training and management of technical field staff
- Development of Procedures and Standards
- Manage relationships with vendors & contractors
- Support Technology in 19 schools

1999 – 2017 Norwalk Public Schools Norwalk, CT

System Technician

- Comprehensive network and systems management. Deployment of new hardware, software and cloud based and server-based apps.
- Shared system management and troubleshooting for approximately 11,000 users, including networking, security, and dedicated software for education.
- Created database for asset management reporting. Responsible for obtaining specs, quotes, receiving and tracking of equipment inventory.

Education

Porter & Chester Institute

Certificate in Desktop Repair

Stratford, CT

A+ Certification

Top Grade Average in class

Colorado State University

Majored in Education

References

Ralph Valenzisi - Norwalk Public Schools Chief of Digital Learning & Development 203-854-4149

Connor Pineau – Datto Assembly Supervisor - 203-364-6223

Angel Muniz – Connecticut Business Systems Area Director – 203-515-0514

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #247)
Date: Friday, October 21, 2022 1:49:14 PM

Boards and Commissions Interest Form

Record #247 submitted from IP address 64.251.52.253 on 10/21/2022 1:49 PM

[View form](#)

ID	247
First Name	David
Last Name	Henry
Street Address	47 Edgewood Road
Zip Code	06825
Email Address	davehenry66@gmail.com
Cell Phone	203-218-3275
Home Phone	203-218-3275
Work Phone	203-275-2926
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	Harbor Management Commission
Read the Boards Role	Yes
How You Learned About the Position	Town newsletter
Who You Have	Other Person(s)

Spoken To	
Explanation of Interest and Contribution	As the Director of the Aquaculture school in Blackrock and lifelong Fairfield resident, I am interested in serving on this board to assure proper management of our beautiful waterways. I may also have industry connections through my position that can be leveraged for the benefit of the town of Fairfield.
Resume or Bio	Dave Resume 2022.pdf
Additional Comments	

[Manage](#)

Dave J. Henry
47 Edgewood Road
Fairfield, CT 06825
DaveHenry66@gmail.com
203.218.1626

OBJECTIVE	To serve my town of Fairfield in the capacity of an alternate member of the Harbor Management Commission.	
EDUCATION	Sacred Heart University 092 Administrative Certification	07/2008 – 11/2012
	Fairfield University Master of Arts in Teaching	08/2004 – 05/2008
	University of Virginia Bachelor of Arts in Physics	08/2000 – 05/2004
EXPERIENCE	Director, Bridgeport Regional Aquaculture Science and Technology Education Center (BRASTEC) Science Director for Bridgeport Public Schools Bridgeport, CT 2020 – present	
	<ul style="list-style-type: none">- Oversee science teaching and learning for a district of 20,000 students- Revise and develop science curriculum- Adoption of new curriculum resources with Board of Education approval- Oversee and direct the inter-district Aquaculture program- Secured NEASC accreditation for BRASTEC (5/22)- Supervise and evaluate Aquaculture teachers and non-certified staff- Promote the program and recruit students to join	
	Assistant Principal, Fairchild Wheeler Magnet Campus Bridgeport, CT 2015 – 2020	
	<ul style="list-style-type: none">- Engaged in all aspects of high-school administration- Supervised and evaluated teachers and non-certified staff- Assisted in PLCs and staff development- Coordinated Standardized Tests and AP Program- Attended National NGSS Workshop (2/19)- Engaged Science teachers in NGSS related PD- Official Recognition as <i>National Merit School of Excellence</i> by Magnet Schools of America	
	Physics Teacher, Fairfield Warde High School Fairfield, CT 2004 – 2015	
	<ul style="list-style-type: none">- Instructor of all level of physics- Certified by the College Board to teach AP- Served as a co-chair on a NEASC subcommittee- Interviewed candidates for science openings- Coached team to 2nd place at Yale Physics Olympics (2011)	

Boards and Commissions Interest Form

Print

Submitted by: Christopher Smith

Submitted On: 2023-11-17 16:19:36

Submission IP: (47.18.191.101)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- [CVBS BIO Nov 2023 - HMC.docx](#) - 2023-11-17 04:19:37 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click [here](#) for information on the appointment consideration process.

* **First Name**

Christopher

* **Last Name**

Smith

* **Email Address**

cvbs470@aol.com

* **Street Address**

470 Redding Road

* **Zip Code**

☒ 06824 ☐ 06825 ☐ 06890

Home Phone

Ex. (123) 456-7890

Cell Phone

(203) 209-7689

Work Phone

Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

☒ Yes ☐ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☐ Democratic Party
☐ Green Party
☐ Independent Party
☐ Other Party
☒ Republican Party
☐ Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Harbor Management Commission

*** Have you read the written description of the board's role that is available on the Town website?**

☒ Yes ☐ No

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

I have discussed with the HMC Chairwoman and some of the Commissioners.

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- ☒ Board Chair
☐ Department Head
☐ First Selectwoman
☐ Other Board Members
☐ Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I was the Pequot Yacht Club Commodore (2019-2021) and began to regularly attend the HMC meetings, in person and by call in. In doing so I saw first hand the work the Commission does. Guided by the intention of the Harbor Management Plan, it ensures all the uses of the Southport Harbor resource comply with regulations and access is protected for all who enjoy it. Hearing the many different matters to come before the Commission, I have learned to appreciate the contribution to our community they make and also find these various matters interesting. Another important reason for being interested in the HMC: I am a sailor and have sailed these waters in large and small boats for 50+ years, as a child and adult. I fully appreciate the harbor for its excellent protection from storms coming from the Northeast and also the unparallel charm of the harbor. Having benefited from all the harbor has to offer all these years, I hope to be able to be part of its protection and management.

*** Resume/Bio**

No file chosen

The Resume/Bio field is required.

Please upload a copy of your resume or a brief biography.

Additional Information

Since I submitted this form earlier that appears to have been lost, there may be another version. Both are acceptable and should contain the same information, stated slightly differently. My apologies for any confusion.

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Christopher Van Brunt Smith

With his wife Jennifer, he has lived in Fairfield, CT for 38 years. Jennifer and Chris have three children, all of whom have settled in Fairfield. They are both actively involved in the community at Trinity Episcopal Church, Pequot Yacht Club and many charitable organizations in town.

Employed at H.J. Baker LLC, a family-owned business established in 1850 currently trading Sulphur sourced globally, for more than forty years, Christopher Smith is the Chief Executive Officer. He will assume an Executive Chair role in 2024. He has served on the Boards of Brickell Bank (now part of Banesco USA), The Bank of Fairfield (now part of Bankwell Corp.) and also the Board of Trustees of the Eagle Hill School (now The Southport School) and Goodwill Industries.

A graduate from Susquehanna University, in Pennsylvania with a bachelor's degree in English with a minor in Music, Mr. Smith has continued educating himself by attending various courses and seminars in the agricultural industry and business in general, including the Harvard Agribusiness Seminar and numerous courses provided by the National Association of Corporate Directors (NACD).

He, his wife Jennifer (married 40 years) enjoy sailing, hiking, and skiing with their family. He is 64 years old.



Town of Fairfield

Office of the First Selectwoman
725 Old Post Road
Fairfield, CT 06824

BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission, please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectwoman's Office at jcarpenter@fairfieldct.org. Please note that your resume and completed questionnaire are public documents. If you have any questions, please contact Jennifer Carpenter in the First Selectwoman's Office at 203-256-3095 or jcarpenter@fairfieldct.org.

Board/Commission: → none of the vacancies particularly appeal to me.
Date: 9/15/22 maybe Housing or Harbor management

Name: Michael Baisley
Address: 460 Old Oaks Rd.
Fairfield, CT

Party Affiliation: Ind.

email: michael.baisley@gmail.com
home phone: 203-335-2525
work phone: 212-224-5386
cell phone: 917-754-2907

1. How did you learn about this position? First Selectwoman Email of 9/2/22
2. Why are you interested in serving and how can you contribute to this board/commission?
I am a 20+ year resident of Fairfield. Concerned about affordable housing / 8-30g as well as education, the environment and the state of our finances.
3. Have you attended any meetings or reviewed past minutes/agendas? If yes, please specify.
Only rezoning meetings when kids were in school locally.
4. Have you spoken with the chair, any members, or the appropriate Department Head?
No
5. Have you read the written description of the board's role?
See above, yes I reviewed vacant positions but more interested in something else as 1st choice.
6. Do you have any potential conflict of interest?
No

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

yes, provided 100% attendance is not a prerequisite.
I can make most meetings but travel for work
and may not be able to attend 100%.

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the Town Charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Registered Independent, formerly Republican, consider
myself a moderate. likely both parties don't see
me as an "affiliate"

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

I would like to contribute in some way.
I am practical, I work in finance/banking in NYC,
am a commuter, I pay attention and
love Fairfield. would like to talk to
the first Selectwoman about how I
can be useful.

Michael D. Baisley

460 Old Oaks Road
Fairfield, CT 06825

Mobile: 917.754.2907
michael.baisley@gmail.com

Qualifications Highlights:

M&A and restructuring banker with over twenty years experience in managing and developing team of professionals and originating and executing complex cross-border transactions. Outstanding communication skills and strong technical capabilities in all manner of deal related issues. A client service focused advisor with significant experience in winning and executing buy-side and sell-side middle market mandates for U.S. and global multinational clients. Deep relationships with corporates, bankers, lawyers, accountants and private equity players in the U.S. middle market and Asian cross-border market.

Professional Experience:

SMBC Nikko Securities America, Inc.

New York, NY

November 2021 to Present – Head of Investment Banking Advisory Group

May 2013 to November 2021 - Managing Director and Head of M&A

October 2010 to May 2013 – Co-Head of M&A

Head of the Americas merger and acquisitions practice of Sumitomo Mitsui Banking Corporation. Despite being the 8th largest bank in the world, SMBC has a focus on both middle-market and large-scale mergers and acquisitions. Lead the establishment of the platform in late 2010 and successfully grew the cross-border practice through hiring of the M&A team of eleven professionals within SMBC's global investment banking platform of over 400 bankers. Starting in 2016, oversaw the transition to integrated corporate and investment banking practice and expansion of the group to 30+ staff. Achieved number one status on the league table for cross-border deals into the U.S. and originated the first three landmark transactions for non-Japanese clients from our private equity and corporate client base. Overall responsibility for management and operations of the securities business and corporate advisory practice involving Americas related cross-border and U.S. domestic transactions. Focus on buy-side and sell-side advisory for Japanese, Korean and Asian companies in the Americas and global deals for U.S. corporates and sponsors. Key focus sectors (see transaction experience): power & infrastructure, industrial, consumer & retail and TMT.

TrueNorth Capital Partners LLC

Stamford, CT

March 2009 to September 2010 Co-Founder and Managing Director

Co-founder of this boutique investment bank focused on lower middle-market mergers and acquisitions and restructuring advisory services. During the start-up and development of the firm in the first year it completed over 10 assignments and grew to nine professionals in two offices and established a robust pipeline of business in both M&A and restructuring advisory. Overall responsibility for management and operations of the securities business and corporate advisory practice. Founded and established TrueNorth's wholly-owned broker-dealer subsidiary, TNCP, LLC and served as its President, General Securities Principal and FinOP. Leader of the cross-border initiatives in China and co-leader of the U.S. sales and marketing strategy.

Knox & Co. - Alliance Partner of Mitsubishi UFJ Securities Co., Ltd.
- Alliance Partner of Industrial and Commercial Bank of China

New York, NY &
Westport, CT

October 1997 to March 2009, Managing Director

Senior Member of Mergers & Acquisitions and Restructuring Advisory Practices

Origination and execution of advisory mandates in the area of mergers & acquisitions, restructuring, valuations and general corporate finance for Blue Chip Japanese clients and middle market U.S. clients. Responsible for managing teams of 2-7 professionals for marketing and execution of cross-border and turnaround transactions. Generalist focus with substantial experience in the areas of technology, consumer products and basic industrial clientele. (Knox, through its strategic alliance, was responsible for most of Mitsubishi UFJ Securities' cross-border U.S. mandates in the 12 years through 2007/2008)

Served as President of the Broker-Dealer subsidiary, Knox Securities Corp. and was General Securities Principal responsible for the overall management of the FINRA and SEC regulated activities of Knox & Co. Successfully completed in excess of 30 transactions ranging from \$10 million to \$500 million in enterprise value including tender offers, leveraged buy-outs, management buy-outs, spin-offs, joint ventures and ESOP transactions. Provided restructuring advisory services both in and out of court to companies, debtors, creditor's committees and other parties-in-interest. Actively involved in developing cross-border M&A business with China and the merchant banking activities of Knox & Co.

PricewaterhouseCoopers LLC (f/k/a Price Waterhouse LLP)

Stamford, CT &
New York, NY

September 1992 – October 1997 Senior Consultant

Acting manager on two multi-billion dollar engagements, managing between 4 and 10 staff. Overall day-to-day client service responsibility for between 4 and 6 engagements including answering directly to senior partners for execution and profitability. Clients served included technology, financial services, entertainment, media and manufacturing clients in the Stamford, Connecticut office and later in New York City. Primary responsibilities were audit, SEC and international reporting with additional experience in the areas of financial business recommendations and later transitioned to transaction support and due diligence support role. Major clients included: Thomson (Stamford and Canada), Perkin-Elmer (Norwalk and Palo Alto) and Corning, Inc.

Educational Background:

The Pennsylvania State University
BS in Accounting, Coursework Focus in Finance
September 1987 – December 1991

Other Information:

- Certified Public Accountant (CPA) in the State of New York
- Served as court-approved investment banker and offered expert testimony as such
- Series 7, 24, 27, 63 and 79 securities licenses
- Serves on the Investment Banking Committee of the American Bankruptcy Institute
- Previous Board member, Carrington Farms, a golf resort and winery in New Zealand
- Active member of the Association for Corporate Growth, the American Bankruptcy Institute, Turnaround Management Association and the Japan Society of New York

Boards and Commissions Interest Form

Print

Submitted by: Belinda Shepard

Submitted On: 2023-11-12 20:45:06

Submission IP: (32.221.34.111)

proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- [Brief Bio - Harbor Commission.docx](#) - 2023-11-12 08:45:07 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* **First Name**

Belinda

* **Last Name**

Shepard

* **Email Address**

belindashepard@gmail.com

* **Street Address**

289 Sasco Hill Road

* **Zip Code**

☒ 06824 ☐ 06825 ☐ 06890

Home Phone

Ex. (123) 456-7890

Cell Phone

2034343761

Work Phone

Ex. (123) 456-7890

Voter Registration Information

* Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?

☐ Yes ☒ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

- ☐ Democratic Party
☐ Green Party
☐ Independent Party
☐ Other Party
☐ Republican Party
☒ Unaffiliated (No party affiliation)

* Which Board or Commission are you interested in?

Southport Harbor Commission

* Have you read the written description of the board's role that is available on the Town website?

☒ Yes ☐ No

* Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.

Board member Doug Metchik

* Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.

- ☐ Board Chair
☐ Department Head
☐ First Selectwoman
☒ Other Board Members
☐ Other Person(s)

Why are you interested in serving on this Board and what can you contribute?

I have been a member at Pequot Yacht Club for 25 years and very much value Southport Harbor, and all it offers to residents in Fairfield and beyond. It is important to preserve the historic nature of the harbor, its floating and Fauna, while allowing the harbor to function properly and efficiently. I have just recently moved to Fairfield and would like to be an active volunteer in the community.

* Resume/Bio

No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Belinda J Shepard

Brief Bio for consideration by the Southport Harbor Commission:
11/12/23.

I have a BA and MBA for University of Western Ontario in Canada

My professional background is in Brand marketing and management at Colgate Palmolive, International Playtex, and Revlon. As such I managed and developed major consumer brands, and people as the Vice President of Marketing, before retiring.

I have been active in several non- profit boards and organizations including:

New York Yacht Club, Trustee, Executive Committee, Chair of Communications -current
Pequot Library: Chair of Development – current

Pequot Yacht Club: Chair of One Design Sailing, member of various committees
Center for Women and Children (Bridgeport) Board member
Fairfield County Hunt Club, past Treasurer, Membership and Tennis Chair

I have lived in Westport for 42 years and just recently moved to Fairfield.



Town of Fairfield

Office of the First Selectman
725 Old Post Road
Fairfield, CT 06824

BOARDS AND COMMISSIONS QUESTIONNAIRE

To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at firstselectmanffd@town.fairfield.ct.us. Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or firstselectmanffd@town.fairfield.ct.us.

Board/Commission: **Fire Commission**

Date:

Name: **William M. Burke**

Address: 245 Unquowa Rd, Apt. 50

Fairfield, CT 06824

Party: Democratic.

email: liam06824@yahoo.com

home phone:

work phone: 203 259 5289

cell phone: 203 763 9945

1. How did you learn about this position?

Through the Fairfield DTC.

2. Why are you interested in serving and how can you contribute to this board / commission?

I would like to make a contribution to this department that provides such vital services.

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

I have reviewed the minutes for the past year. I will attend the meeting tonight.

4. Have you spoken with the chair, any members, or the appropriate Department Head?

No.

5. Have you read the written description of the board's role?

Yes.

6. Do you have any potential conflict of interest?

No.

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

Yes.

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Yes, Democratic.

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

WILLIAM M. BURKE, Esq.

1432 Post Road, Fairfield, CT 06824

Ph: (203) 259-5289 Fx: (203) 256-1974

Email: Atty.wm.burke@gmail.com

**Public
Service**

Chair, Fairfield Board of Assessment Appeals, 2017-2019. Chaired Board that heard and decided Fairfield tax appeals.

Fairfield Zoning Board of Appeals, over 6 years of service. Twice elected secretary by other ZBA Members.

Fairfield Representative Town Meeting, Elected to Fairfield RTM, 2003-2005

Fairfield Counseling Services, Inc., Member of Board of Directors of nonprofit Agency, 2010-2015

Awards

John Sullivan Award: Fairfield Democratic Town Committee, 2018

American Jurisprudence Awards: Real Estate Transactions and Evidence, UCONN Law School, 1991

Little Brown and Company Book Award: Evidence, UCONN, 1991

**Positions
Held**

Attorney in private practice from Sept., 1991 to the Present at the Law Offices of William M. Burke formerly Law Offices of Dominick F. Burke. Practice includes real estate closings, personal injury claims, wills, estates, & business advice.

Legal Intern at the Hartford Corporation Counsel from May, 1990 to August, 1990. Drafted briefs filed in FOIC and pleadings for real estate tax appeals.

Law Clerk at the West Hartford Corporation Counsel from June, 1989 to May, 1990. Prepared tax foreclosure complaints and research memos for attorneys.

Education

UCONN Law School: J.D. awarded with honors, May, 1991

Colgate University: B.A. awarded cum laude, May, 1987

**Appellate
Experience**

Motion to Dismiss Appeal Granted in Peterken vs. Iovino (AC 23578) (Appellate Court held that Plaintiff's post judgment motion did not extend appeal period.)

Successfully Defended Judgment on Appeal in Stergue vs. Serpico which involved foreclosure of a mechanic's lien. (AC 15204)

**Published
Trial
Court
Decisions
Published
Decisions**

Objection to Motion to Strike CUTPA Complaint Sustained in part in case arising from handling of workers compensation claim. The court held that the exclusive remedy doctrine does not apply to claim handling. Hornyak vs. Northbrook (19 Conn. L. Rptr. 655, 1997 WL 381564)

Motion for Summary Judgment Granted in Zbras vs Knecht Concrete, et al (02-CBAR-0746, Doc. #: CV 00 069684)

From: null@town.fairfield.ct.us
To: [Board of Selectmen](#)
Subject: New submission for form: Boards and Commissions Interest Form (ID #14)
Date: Friday, February 21, 2020 11:38:04 AM

Boards and Commissions Interest Form

Record #14 submitted from IP address 47.18.190.232 on 2/21/2020 11:38 AM

[View form](#)

ID	14
First Name	Jeffrey
Last Name	Warren
Street Address	330 Parkwood Road
Zip Code	06824
Email Address	jwarrendmd@optonline.net
Cell Phone	203-414-5551
Home Phone	203-254-0330
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Republican Party
Board or Commission	Harbor Management Commission
Read the Boards Role	Yes
How You Learned About the Position	Communication with current board Chair and immediate past board chair
Who You Have Spoken To	Board Chair, Other Board Members
Explanation of Interest and Contribution	I am an active boater with many years of experience with Southport Harbor
Resume or Bio	Jeffrey Warren - Resume.docx
Additional Comments	I am passionate about preserving and protecting our precious harbor resources.

[Manage](#)

Jeffrey Warren
330 Parkwood Road
Fairfield, CT 06824
203-414-5551
jwarrendmd@optonline.net

- Objective** To be considered for a position on Harbor Management Commission
- Experience** A lifetime of boating experience, beginning on the Hudson River as a child, and sailing out of Southport Harbor for the last 34 years.
- Personal** Fairfield resident for 34 years. Married with two grown children.
- Occupation** Dentist (recently retired). Practice in Fairfield since 1986.
- Education** B.A. Biology, Brown University 1975.
D.M.D. Fairleigh Dickinson University School of Dentistry 1979.
General Practice Residency, Veterans Administration, 1979-80.
- Other** President, Bridgeport Dental Association 2002-2003.
Member, Council on Continuing Education, Connecticut State Dental Association, 1992-present.



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 12th October 2023, the Purchasing Authority recommended an award of RFP 2024-14, Replacement of Brookside Drive over Mill River Bridge and Congress Street over Mill River Bridge to Wengell, McDonnell, & Costello, Inc, Newington, CT, to provide architectural and engineering services for planning, design, and construction services for the replacement of Brookside Drive over Mill River Bridge and Congress Street over Mill River Bridge as detailed in the specifications outlined in the RFP document.

Wengell, McDonnell & Costello, Inc. was selected based on a combination of specialized experience, technical competence, references, past record of performance and proposed cost.

The award of this contract is contingent upon the availability of funding and may be subject to the review and approval of the Board of Selectmen.


Brenda L. Kupchick, First Selectwoman


Adam B. Tulin, Director of Purchasing



**TOWN OF FAIRFIELD
ENGINEERING DEPARTMENT**

REQUEST FOR PROPOSAL

To: Prequalified Consultants

From: The Town of Fairfield

Date: Friday, September 1, 2023

**Re: RFP 2024-14 LOTCIP Project - Architectural and Engineering Services for the Replacement of Bridge
No. 3697 L050-0007 Brookside Drive over Mill River and Bridge No. 04196 L050-0006 Congress Street over
Mill River**

Overview

The Town of Fairfield (Town) on behalf of its Engineering Department is seeking proposals from prequalified Consultants to provide architectural and engineering services for planning, design, and construction services for the replacement of Brookside Drive over Mill River Bridge and Congress Street over Mill River Bridge as detailed in the specifications outlined in this RFP document.

Funding - These projects are being funded through the Local Transportation Capital Improvements Program (LOTICIP) and will be subject to all grant requirements.

Submission Deadline and Selection Process Information:

Three (3) Consultants have been shortlisted and pre-qualified using MetroCOG RFQs and the Town's most recent design selection short list from past interviews.

The Town will use an evaluation panel consisting of employees of the Public Works, Engineering, and other Town Departments to review the proposals and interview the shortlisted Consultants. The sample evaluation matrix is included for reference.

Interviews with each of the shortlisted Consultants will take place on **Tuesday, September 26th between 10:00am and 1:00pm at which time proposal submissions will be due.** Please come to the interview prepared with one (1) original, six (6) copies, and one (1) USB electronic copy of your proposal.

Please refer to your RFP email invitation for your company's scheduled interview time.

Addenda/Requests for Information (RFI):

All RFI's shall be submitted via email to Lee Flaherty, lflaherty@fairfieldct.org by **4:30pm on Thursday, September 14th, 2023**. Response will be in the form of an addendum that will be emailed to shortlisted Consultants approximately Friday, September 15th, 2023.

Any contact about this RFP between a Consultant and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Consultant.

No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

Background

(1) Bridge No. 03697 L050-0007 Brookside Drive over Mill River

Brookside Drive is an east/west collector road which serves as a local route to several neighborhoods, schools and highways. The bridge crossing over the Mill River was constructed in 1955. The bridge # 03697 is approximately 42 feet in width, has a 30 foot roadway width and includes a pedestrian sidewalk. The bridge is a total of 45' in length, supported by concrete abutments on both ends. The bridge has been rated by the Connecticut DOT as being in poor condition since 2008 in one fashion or another and during the most recent inspection in 2016, the reinforced concrete deck and road geometry is skewed creating bridge load limits. The bridge has also been rated as scour critical, which means that the river currents can possibly threaten the concrete foundation which supports the bridge-although about 6 years ago, the Town provided extra protection by extending the foundation, improving the rating of the substructure to Fair condition.

Consultants may check the DOT website for latest bridge report. This bridge has been approved for LOTCIP funding. Bridge condition report gave the functionality a poor rating.

The Town is seeking Request for Proposals to design the replacement and furnish all bidding documents, including but not limited to project specifications and construction drawings. The Town may elect to hire the Consultant to be responsible for construction administration and inspection of the Brookside Drive over Mill River Bridge Replacement Project meeting the LOTCIP program requirements.

Potential Consultants submitting proposals for this RFP process shall inspect Brookside Drive over Mill River Bridge and review any data the Town may have available by visiting the Town website, www.fairfieldct.org.

(2) Bridge No. 04196 L050-0006 Congress Street over Mill River

Congress Street is an east/west collector road which serves as a local route to several neighborhoods, schools and highways. The bridge crossing over the Mill River was constructed in 1935. The bridge # 04196 is approximately 30 feet in width, has a 27 foot roadway width. The bridge is a total of 35' in length, supported by concrete abutments on both ends. The bridge has been rated by the Connecticut DOT as being in fair/poor condition since 2014 in one fashion or another with an inspection in 2016, the parapet wall and girder was observed to have sectional loss. The bridge has also been rated as scour critical, which means that the river currents can possibly threaten the concrete foundation which supports the bridge. Check DOT website for latest report. The bridge has been approved for LOTCIP funding.

The Town is seeking Request for Proposals to design the replacement and furnish all bidding documents, including but not limited to project specifications and construction drawings. The Town may elect to hire the Consultant to be responsible for construction administration and inspection of the Congress Street over Mill River Bridge Replacement Project meeting the LOTCIP program requirements.

Potential Consultants submitting proposals for this RFP process shall inspect Congress Street over Mill River Bridge and review any data the Town may have available by visiting the Town website, www.fairfieldct.org.

Enclosures and Information Provided by the Town

1. Scope of Services

- Brookside Drive over Mill River Bridge – [Attachment A](#)
- Congress Street over Mill River Bridge – [Attachment B](#)

2. LOTCIP Application

- Brookside Drive over Mill River Bridge – [Attachment C](#)
- Congress Street over Mill River Bridge – [Attachment D](#)

3. Plans in vicinity of the bridge

- Brookside Drive over Mill River Bridge – [Attachment E](#)
- Congress Street over Mill River Bridge – *bridge plans available in the Town's Engineering Department*

4. Sanitary Sewer and Storm Sewer Maps

- Brookside Drive over Mill River Bridge – [Attachment F](#)
- Congress Street over Mill River Bridge – *no sanitary sewers at this bridge, storm sewer located in Easton.*

5. Previous studies and inspection reports – available upon request

Required Submission Information

- A. Provide a brief executive summary – maximum three (3) pages, single spaced – that includes the full name, tax identification number and main office address of the primary Consultant. Include annual reports, 10k, balance sheets and any other information detailing the financial stability and organizational ability of the Consultant. Consultant must have been in business for a minimum of three (3) years.
- B. Provide the business history of the primary Consultant. Include any changes in the Consultant's status as the result of merger, acquisition, spin-off, reorganization or other change in business organizational status. Identify when the Consultant was organized and, if a corporation, where incorporated and number of years engaged in providing full service contract operations under that name. Provide a comprehensive description of Consultant's corporate ownership and/or operating name.
- C. State whether any selectman or other officer, employee, or person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in the Consultant. If so, describe the circumstances.
- D. State whether the Consultant or any of its employees or officers has been named as a defendant in any litigation brought as a result of any contract operations for operations and maintenance. If so, name the owner and describe the circumstances, including the outcome of the litigation.
- E. State whether the Consultant has ever been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion. If so, name the owner and describe the circumstances.
- F. The primary Consultant must demonstrate the capability to successfully analyze, design, inspect and provide related services with the emphasis on highway bridge design. Describe Consultant's experience with and provide documentation on expertise in design and construction supervision. Also describe any experience with the Department of Energy and Environment Protection, Army Corps of Engineering, Department of Transportation, Conservation, and other permits.
- G. Provide a complete list of specialized experience and technical competence in;
- Highway bridge design with references and prior experience on similar projects
 - Hydrology and hydraulics
 - Providing traffic planning for suburban areas
 - Developing construction contract documentation including plans and specifications
 - Designing public works projects, especially bridges and roads
 - Providing sufficient technical oversight during construction
 - Construction Administration and/or inspection services
 - Ability to control constructions costs and develop an accurate cost estimate for construction
 - Coordination with utility companies
 - Coordination with federal, state and local agencies, including all aspects of permitting
 - LOTCIP grant program experience
- H. **Include resumes and project lists of the key personnel who are proposed to work on this project. All personnel responsible for project design must possess a valid CT Professional Engineers License.**
- I. Identify any subcontractors and/or sub-design consultants, if any, who will perform work on this project. The Town retains the right to reject any and all proposed subcontractors. This provision applies through the term of the contract.
- J. **Your submission should include your proposed project timeline for the tasks outlined in the scope of work. Time is of the essence for these projects and the Town anticipates making an award shortly after the conclusion of the scheduled interviews, within the first two (2) weeks of October. The Town reserves the right to award each of these projects to more than one (1) Consultant based on meeting the RFP specifications, proposed team, proposed fee, availability, or any combination of these criteria. The Town may add, subtract or delete any of the tasks as deemed in the best interest of the Town.**
- K. State your relevant prior experience, including a list of all clients served during the past five (5) years, complete with names, addresses and telephone numbers of contact persons for each. Provide the client name, contact, address, and phone number of at least one municipal project that Consultant has designed, if available.
- L. Provide examples of work produced for similar projects completed within the past five (5) years.

- M. The Consultant must have had demonstrable experience with all regulatory agencies having jurisdiction over the site. Work experience with similar projects is essential.
- N. A “Schedule of Engineering Fees – Consultant Proposal” form can be located in the “Scope of Work” attachment for each project and should be included in Consultants’ submissions.

Negotiations with Consultants

The responsibility for the final selection rests solely with the Town. The Town may commence negotiations with the Consultant who scores highest during the selection process, or at its sole option may cancel the process at any time. During this negotiation phase, the Town may discuss any cost, charge or service. The Town shall not be liable to any Consultant for any costs associated with responding to the RFP, and the Consultant’s participation in any interview, or for any costs associated with negotiations.

Evaluation of Proposals

Once the Town’s evaluation panel comes to a decision, based on the Evaluation Matrix results, the Town will begin finalize negotiations for a contract. Should the negotiations fail to result in an executed contract within sixty (60) calendar days, the Town at their discretion, may elect to terminate negotiations with the highest ranked Consultant and begin negotiations with the second ranked Consultant.

The Town always retains the exclusive right to cancel the process and make no award.

EVALUATION OF PROPOSALS

POINT VALUE

The Town will evaluate proposals based on:

• Demonstrated specialized experience and technical competence in bridge design, key personnel and staff assigned to this project.	30
• References regarding the completion of similar bridge design projects of comparable size and scope within the last three (3) years.	25
• Schedule of Engineering Fees.	20
• Past record of performance on contract with the municipality and other clients with respect to such factors as control of costs, quality of work and cooperation with the client. Include sub-consultant(s).	15
• Knowledge of, and experience with, Federal, State and Municipal procedures including LOTCIP Grant requirements,	10
TOTAL	100

Town of Fairfield

INDIVIDUAL CONSULTANT EVALUATION MATRIX

RFP 2024-14 Replacement of Bridge No. 03697 L050-0007 – Brookside Drive over Mill River and Bridge No. 04196 L050-0006 Congress Street over Mill River

(Reproduce this form for each Evaluation Panel Member to complete for each Consultant reviewed)

Consultant: _____

<u>Criteria</u>	<u>Maximum Points</u>	<u>Point Rating</u>
1. Demonstrated specialized experience and technical competence in bridge design, key personnel and staff assigned to this project.	30 points	
2. References regarding the completion of similar bridge design projects of comparable size and scope within the last three (3) years.	25 points	
3. Schedule of Engineering Fees.	20 points	
4. Past record of performance on contract with the municipality and other Clients with respect to such factors as control of costs, quality of work and Cooperation with the client. Include sub-consultant(s).	15 points	
5. Knowledge of, and experience with, Federal, State and Municipal procedures, including LOTCIP Grant requirements.	10 points	
Total Points		100 points

NOTES:

Signed: _____ Date: _____

Name _____
(Print)

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
TERMS AND CONDITIONS OF RFP**

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.

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.

ACCEPTANCE PERIOD

In submitting the proposal, the Candidate agrees that the proposal will remain valid for a period of 120 days after the closing date for submission, and may be extended beyond that time by mutual agreement.

THE CANDIDATE

The Candidate shall be thoroughly familiar with the requirements of all specifications and the actual physical conditions of the various actual and proposed project sites. The submission of a proposal shall be construed as evidence that the Candidate has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment or materials required or difficulties encountered that could have been foreseen will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the prior written consent of the Purchasing Authority.

INSURANCE COVERAGE

The successful Candidate will be required to furnish and maintain insurance and a comprehensive general liability certificate of insurance naming the Town as additional insured. The insurance is to be suitable liability, worker's compensation, and professional coverage. The Certificates of Insurance will be provided by companies licensed in the State of Connecticut and will be in reasonable amounts satisfactory to the Town, which will not be less than Two Million Dollars.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State, and local laws, and 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.

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.

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made and entered into this ____ day of October, 2023, by and between the **Town of Fairfield**, with offices at 4 Sullivan Independence Hall, 725 Old Post Road, Fairfield, CT 06824 (hereinafter called the "OWNER"), and **WMC Consulting Engineers**, a Connecticut corporation, with offices at 87 Holmes Road, Newington, CT 06111 (hereinafter called "WMC") for the Design of the Replacement of the Brookside Drive and Congress Street Bridges (hereinafter called the "PROJECT").

In consideration hereinafter set forth, the parties hereto do mutually agree as follows:

FIRST: SCOPE OF SERVICES, SCHEDULE AND COMPENSATION

WMC shall render the SERVICES as set forth in Exhibits A and B attached hereto; such services shall be performed in accordance with the Schedule in Exhibits A and B.

The OWNER shall compensate WMC for the performance of SERVICES in Exhibits C and D based on price basis as shown on Exhibit C and D.

SECOND: PAYMENT

The above services will be performed for the amount of THREE HUNDRED THOUSAND TWO HUNDRED-TWENTY-SEVEN DOLLARS AND NO/100 (\$327,200) The fixed price amount includes project related costs.

WMC will prepare invoices for interim payments on WMC's standard form and submitted every four (4) weeks. Each invoice will be prepared to request payment of the portion of the fixed price amount in proportion to the estimated percentage of the services rendered during the invoice period to the total of the services to be provided. Such invoice amount shall be paid to WMC within thirty (30) days of presentation of the invoice. To the extent an invoice is not approved by the OWNER, the OWNER shall within seven (7) calendar days, provide WMC with the reasons therefore in writing. At which time, WMC may correct the deficiency and resubmit the invoice for approval. In all events the OWNER shall pay all amounts not in dispute in accordance with the terms of this Agreement.

Additional Services, if agreed by the parties, will be performed based on hourly rates stipulated in Exhibit E

THIRD: CHANGES AND EXTRA SERVICES

The OWNER may make changes within the general scope of this Agreement. If WMC is of the opinion

that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, WMC shall so notify the OWNER of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. WMC may initiate such written notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

The OWNER may request WMC to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibits A and B, and WMC shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly. WMC shall perform extra services only upon execution of such written amendment.

FOURTH: STANDARD OF CARE

The standard of care for all services performed or furnished by WMC and its subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality.

FIFTH: TERMINATION

This Agreement may be terminated by either party hereto upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party, including lack of performance or delayed submissions without approved time extensions.

This Agreement may be terminated by the OWNER for its convenience and without cause or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to WMC.

In the event of termination for convenience, WMC shall be compensated for all services properly performed and costs incurred up to the effective date of termination for which WMC has not been previously compensated. In no event shall WMC have any claim for any other costs or damages of any kind or nature including. But not limited to, anticipated profit on SERVICES not performed.

In the event the OWNER terminates for cause, WMC shall not be entitled to any further payments until the SERVICES contemplated by this Agreement have been completed. If the unpaid balance of this Agreement is in excess of the costs to complete WMC's SERVICES then the OWNER shall pay the difference to WMC. If the unpaid balance of this Agreement is less than the costs to complete WMC's SERVICES then WMC shall pay the OWNER the difference on demand.

SIXTH: OWNERSHIP OF DOCUMENTS

Drawings, specifications, estimates, reports, schedules and other documents or work product, including those in electronic form, prepared by WMC, or WMC's consultants are "Instruments of Service" for use solely with respect to this PROJECT or any renovations thereto and shall be the sole property of the OWNER regardless of whether the OWNER terminates this Agreement, provided the OWNER pays all sums properly due and owing under this Agreement or as may be adjudicated. In all events, the OWNER shall have the right to use the Instruments of Services for the PROJECT or any renovations thereto without restriction.

In the event of any reuse or other use by the OWNER of the drawings, specifications, and other documents furnished by WMC hereunder other than for the purposes set forth in this Agreement, the OWNER shall indemnify and hold harmless WMC from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

If this Agreement is terminated for any reason prior to the final completion of the PROJECT and if under such circumstances, OWNER uses or engages the services or directs another consultant to use any documents prepared by WMC to complete such work, OWNER agrees to release WMC from any liability arising out of the modification of such documents by others.

SEVENTH: SUCCESSORS, ASSIGNS AND THIRD PARTIES

The Parties shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of the other party. Any unauthorized attempt thereat shall be void and unenforceable.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

Except as stated herein, this agreement is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any other third party.

EIGHTH: INDEMNIFICATION

To the fullest extent permitted by law, WMC shall defend, indemnify and hold harmless the Owner, and its respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers ("Indemnified Parties") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of WMC's and WMC's consultant's services under this Agreement, but only to the extent caused by the negligent acts or omissions of WMC, WMC's consultants and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. WMC shall also be required to pay any and all attorney's fees incurred by the Indemnified Parties in enforcing any of WMC's obligations under this section, which obligations shall survive the termination or expiration of this Agreement. As a municipal agency of the State of Connecticut, the OWNER will NOT defend, indemnify, or hold harmless WMC.

In claims against any person or entity indemnified under this Section by an employee of the WMC or WMC's consultants or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation set forth herein shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for WMC or WMC's consultants under workers' compensation acts, disability benefit acts or other employee benefit acts.

The parties agree that the amounts of insurance under this Agreement do not, in any way, limit WMC's liability to the OWNER by virtue of this promise to indemnify and hold the OWNER harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by WMC, WMC shall be liable to the OWNER for the difference, plus all fees and expenses incurred in collecting same, all at the WMC's sole cost. The insurance types and requirements listed in this Agreement are not intended to be a limitation of liability.

The indemnification provisions herein shall survive termination and/or full or partial performance of this Agreement.

NINTH: INSURANCE

WMC shall maintain the following insurance for the duration of this Agreement and such insurance shall survive termination of this Agreement.

Commercial General Liability with policy limits of not less than one million dollars (\$2,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury and property damage. Excess/Umbrella Liability coverage over all general and automotive liability coverages: Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by WMC with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Workers' Compensation at statutory limits.

Employers' Liability with policy limits not less than five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) each employee, and five hundred thousand dollars (\$500,000) policy limit.

Professional Liability covering negligent acts, errors, and omissions in the performance of professional services with policy limits of not less than five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) in the aggregate.

If coverage is written on a claims made basis, an extended reporting period equivalent to the applicable statute of limitations after WMC completes all SERVICES under this Agreement or substantial completion of the PROJECT, whichever is longer, is required.

Additional Insured Obligations. To the fullest extent permitted by law, WMC and WMC's consultants, if any, shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and its respective departments, boards and commissions and their respective officers, agents, servants, members and employees and volunteers ("Additional Insureds") as an additional insureds for claims caused in whole or in part by WMC's and/or WMC's consultants' negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Additional Insured's insurance policies and shall apply to both ongoing and completed operations. WMC and WMC's

consultants shall provide or cause their insurers to provide at least 30 calendar days direct notice of cancellation to the OWNER.

WMC and WMC's consultants shall provide certificates of insurance and additional insured endorsements and/or actual insurance policies containing a blanket additional insurance clause to the OWNER that evidence compliance with the requirements in this Article.

To the extent damages are covered by property insurance, WMC and WMC's consultants waive all rights against the OWNER, the Additional Insureds or any party indemnified by WMC or WMC's consultants under this Agreement and their respective insurers. The OWNER, the Additional Insureds and any party indemnified by WMC or its consultants and their respective insurers retain all rights of subrogation and other rights they may have. WMC shall bind its consultants to the same waiver of subrogation provision.

All insurance provisions in this Agreement shall survive termination and/or partial or full performance of the Agreement.

TENTH: DISPUTE RESOLUTION

The OWNER and WMC shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method set forth in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of substantial completion of the PROJECT.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

The OWNER and WMC shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Dispute Resolution Center, New Britain, CT ("ADRC") in accordance with its Construction Industry Mediation Procedures then in effect. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to

this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a Connecticut court with jurisdiction. Provided, however, that if the OWNER and contractor for the PROJECT are involved in binding dispute resolution by arbitration, the OWNER may elect to join WMC to that arbitration. In the event OWNER does so, WMC hereby consents to the resolution of any dispute between OWNER and WMC in arbitration under the same terms as the OWNER/contractor agreement

ELEVENTH: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and WMC and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

IN WITNESS WHEREOF, this Agreement has been executed by the OWNER and WMC Consulting Engineers, effective from the day and year first written above.

Town of Fairfield

WMC Consulting Engineers

By: _____
Brenda L. Kupchick,
First Selectwoman

By: _____
Stephen R. McDonnell, P.E.,
Vice President

PROFESSIONAL SERVICES AGREEMENT

Exhibit D

Additional Services Compensation

Should additional services be required, WMC's current hourly rates are as follows:

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$225.00
Senior Project Manager	\$180.00
Project Manager	\$170.00
Senior Hydraulics Engineer	\$170.00
Senior Project Engineer	\$160.00
Project Engineer	\$140.00
Engineer	\$125.00
Construction Manager	\$170.00
Chief Construction Inspector	\$155.00
Construction Inspector	\$125.00
CADD Operator	\$115.00
Licensed Survey Chief	\$150.00
Survey Instrument Person	\$ 85.00
Technician	\$ 85.00
Clerical	\$ 55.00

RFP #2024-14 DESC: Replacement of Brookside Drive over Mill River Bridge and Congress Street over Mill River Bridge DATE: 14th September 2023	Town of Fairfield Fee Proposal Summary					
	Stantec Consulting Services New Haven, CT		Wengell, McDonnell, & Costello, Inc. Newington, CT		WSP USA Glastonbury, CT	
	Brookside Drive over Mill River Bridge	Congress Street over Mill River Bridge	Brookside Drive over Mill River Bridge	Congress Street over Mill River Bridge	Brookside Drive over Mill River Bridge	Congress Street over Mill River Bridge
Task 1: Survey/Mapping	\$5,200.00	\$5,200.00	\$5,000.00	\$5,000.00	\$20,790.00	\$20,790.00
Task 1: (Section 4 Add Alt.) Easements	See Below	See Below	\$2,000.00	\$2,000.00	See Below	See Below
Task 2: Preliminary Engineering	\$43,500.00	\$41,000.00	\$18,000.00	\$16,000.00	\$86,510.00	\$86,890.00
Task 3: Preliminary Design	\$57,500.00	\$52,000.00	\$30,000.00	\$25,000.00	\$44,030.00	\$42,080.00
Task 4: Regulatory Approvals	\$10,900.00	\$10,900.00	\$14,000.00	\$13,000.00	\$36,400.00	\$36,400.00
Task 5: Final Design	\$97,600.00	\$93,000.00	\$50,000.00	\$40,000.00	\$168,670.00	\$174,100.00
Task 6: Bidding Phase Services	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00	\$6,060.00	\$6,060.00
Task 7: Shop Drawing Review	\$7,800.00	\$7,800.00	\$6,000.00	\$6,000.00	\$13,860.00	\$13,860.00
Task 8: Consulatation Construction	\$28,400.00	\$28,400.00	\$5,000.00	\$4,000.00	\$30,540.00	\$30,540.00
Task 9: Direct Cost Items	\$20,300.00	\$20,300.00	\$38,700.00	\$32,700.00	\$34,865.00	\$33,365.00
	Topographic Survey: \$10,000, Geotechnical Services: \$4,300, SHPO Coordination: \$5,000, Mileage, printing: \$1,000	Topographic Survey: \$10,000, Geotechnical Services: \$4,300, SHPO Coordination: \$5,000, Mileage, printing: \$1,000	Survey / Borings: \$10,000 / \$20,000	Survey / Borings: \$9,000 / \$15,000	N/A	N/A
			Flagging / Traffic: \$3,700 / \$5,000	Flagging / Traffic: \$3,700 / \$5,000	N/A	N/A
Add Alternate:	2 property maps x \$1,700 = \$3,400.00	2 property maps x \$1,700 = \$3,400.00	4 property maps x \$600 = \$2,400	4 property maps x \$600 = \$2,400	4 property maps x \$2,500 = \$10,000.00	4 property maps x \$2,500 = \$10,000.00
	\$280,000.00	\$267,400.00	\$176,100.00	\$151,100.00	\$451,725.00	\$454,085.00
Total Project Cost	\$547,400.00		\$327,200.00		\$905,810.00	

RFP #2024-14 DESC: Replacement of Brookside Drive over Mill River Bridge and Congress Street over Mill River Bridge DATE: 14th September 2023	Town of Fairfield Rating Sheet Summary								
	Stantec Consulting Services New Haven, CT			Wengell, McDonnell, & Costello, Inc. Newington, CT			WSP USA Glastonbury, CT		
	<u>LF</u>	<u>RS</u>	<u>WH</u>	<u>LF</u>	<u>RS</u>	<u>WH</u>	<u>LF</u>	<u>RS</u>	<u>WH</u>
Demonstrated specialized experience and technical competence in bridge design, key personnel and staff assigned to this project. <i>(Maximum of 30 points)</i>	29	20	28	30	25	28	29	30	28
References regarding the completion of similar bridge design projects of comparable size and scope within the last three (3) years. <i>(Maximum of 25 points)</i>	25	20	21	24	20	23	23	20	22
Schedule of Engineering Fees. <i>(Maximum of 20 points)</i>	15	15	15	19	20	19	10	10	12
Past record of performance on contract with the municipality and other Clients with respect to such factors as control of costs, quality of work and cooperation with the client. Include sub-consultant(s). <i>(Maximum of 15 points)</i>	13	10	15	15	10	15	14	10	15
Knowledge of, and past experience with, Federal, State and Municipal procedures, including LOTCIP Grant requirements. <i>(Maximum of 10 points)</i>	10	5	10	10	8	10	10	10	10
<u>Sub-Total</u>	<u>92</u>	<u>70</u>	<u>89</u>	<u>98</u>	<u>83</u>	<u>95</u>	<u>86</u>	<u>80</u>	<u>87</u>
<u>Total</u>			<u>251</u>			<u>276</u>			<u>253</u>

INTERVIEW PRESENTATION

To The



ENGINEERING SERVICES

For The

BROOKSIDE DRIVE & CONGRESS STREET BRIDGES



September 2023

Wengell, McDonnell & Costello
✧ Consulting Engineers ✧

September 26, 2023

Phone: (860) 667-9624

Fax: (860) 665-1551

Selection Panel
Engineering Services for Brookside Drive and Congress Street Bridges
Town of Fairfield, Connecticut

Dear Selection Panel Members:

WMC Engineers would like to thank you for the opportunity to meet with you to present our firm's qualifications and approach to this assignment. Based upon our knowledge of the project resulting from our recent visits to the bridges, review of project documentation and our discussions with Town staff we believe that WMC offers:

- **Bridge Design Expertise** gained through design of over 200 bridges funded through the ConnDOT Bridge Programs, including LOTCIP. This experience will allow us to design the bridge replacements in a professional manner, while addressing important concerns such as cost, maintenance & protection of traffic, time of construction, aesthetics, hydraulics, permitting and quality control;
- **Excellent Availability of Highly Qualified Staff;** the same team proposed for this project has completed all of our bridge assignments including bridges for Fairfield, Harwinton, Burlington, Litchfield, Plymouth, Southington, Plainville, Berlin, Meriden and many others. They have excellent availability and will be assigned to this project for its duration;
- **Knowledge of Project Concerns** gained through our inspection of the structures, discussions with Town staff and through our experience with many similar bridge replacement projects;
- **Environmental Compliance Expertise**, having obtained all permits for the firm's bridge projects including local, Army Corps, DEEP, SHPO/THPO, etc., allowing the project to proceed to construction with the minimum of permitting delays;
- **Familiarity with Municipal and ConnDOT Policies and Procedures** since we have designed over 200 bridges under the DOT Grant Programs. Additionally, we serve as LOTCIP peer review engineer for bridge projects for two regional planning agencies, allowing us to ensure that all program requirements are met on behalf of the Town, while cost effectively obtaining the Town's desired result; and
- **Direct Principal Involvement with this project**, assuring the Town of personalized, professional services, with WMC handling all aspects of the project on behalf of the municipality.

Thank you for meeting with us and we look forward to the opportunity to providing service to the Town of Fairfield.

Sincerely,
Wengell, McDonnell & Costello


Stephen R. McDonnell, P.E.

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INTERVIEW PRESENTATION

ENGINEERING SERVICES

For The

BROOKSIDE DRIVE & CONGRESS STREET BRIDGES



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Section I

TOWN OF FAIRFIELD
ENGINEERING SERVICES
FOR THE
BROOKSIDE DRIVE & CONGRESS STREET BRIDGES

WHY WMC?

SPECIALIZED DESIGN AND TECHNICAL COMPETENCE

- ☒ Experience With Over 200 Similar Bridges
- ☒ DEEP/ACOE/Local Permitting Experience
- ☒ Sensitivity To Local Concerns & Aesthetics
- ☒ Public Awareness/Neighborhood Interaction

CAPACITY AND CAPABILITY TO PERFORM WORK

- ☒ Same Staff That Designed All of WMC's Bridge Projects
- ☒ Excellent Availability of Staff

PAST RECORD OF PERFORMANCE

- ☒ Other Bridge Projects Designed for Fairfield and Area Towns
- ☒ Over 200 Bridges Successfully Completed for Connecticut Towns

KNOWLEDGE OF MUNICIPAL & STATE POLICIES & PROCEDURES

- ☒ Past Work Throughout Connecticut
- ☒ Over 200 Bridges Under ConnDOT Grant Programs
- ☒ Public Meeting/Public Hearing Experience

Section II

PROJECT ORGANIZATION

The WMC team proposed for this assignment has many years of bridge design experience including over 70 bridge projects funded through the ConnDOT Federal Local Bridge Program and 80 bridges funded under the Local Bridge Program. This experience has allowed these team members to become knowledgeable of typical municipal and public concerns over projects of this type, where Federal or State grant money is involved, along with the sometimes onerous grant conditions. **The WMC team has been extremely successful in obtaining exceptions to mandated AASHTO design standards in situations where municipal officials and the concerned public wished to minimize project impacts on the environs of the bridges. Additionally, our team pays careful attention to project costs, while also considering aesthetic concerns. It is this attention to municipal and public concerns that the WMC team brings to these projects.** The following is a description of the team that would be assigned to the project.

Project Director - Stephen McDonnell, P.E., Vice President

Mr. McDonnell has over 45 years of experience in environmental permitting and public participation programs. He has been involved in over 200 bridge projects and has recently completed DEEP/Army Corps/wetlands permitting for bridge projects in Redding, Salisbury, Winsted and others. He has assisted many towns with grant procurement and compliance, and is knowledgeable of the grant programs. He will provide overall project direction.

Technical Project Manager - Jay Costello, P.E., Vice President

Mr. Costello is a structural engineer with over 40 years of experience. He will manage the technical aspects of the project and directly oversee all design activities. He has overseen design and construction of well over 200 bridges in conjunction with the DOT Local and Federal Local Bridge Programs as well as LOTCIP, and has performed or managed over 70 bridge assignments for WMC over the last ten years. He has specific expertise in geotechnical and structural engineering for bridge assignments.

Senior Engineer – Bridge Design – Keegan Elder, P.E., Vice President

Mr. Elder has over 22 years of bridge design experience, primarily with Connecticut municipal bridges. He has performed structural design for bridge replacements and rehabilitations for over 30 municipal bridges under the Federal Local and Local Bridge Programs as well as LOTCIP. Mr. Elder serves as a senior structural engineer for WMC overseeing and performing bridge inspection and design assignments.

Project Engineer - Bridge Design - Katerina Kretsch, P.E.

Ms Kretsch, with over 30 years of experience, has served as a project and senior engineer for bridge design for projects in Redding, Salisbury, Harwinton, New Hartford, Pomfret, East Haddam, Coventry and Hartland. She has served as project engineer for over 40 Federal Local bridge design assignments and through this work has gained significant experience in designing bridges in compliance with municipal, AASHTO and ConnDOT standards. Ms. Kretsch will serve as structural engineer.

Senior Engineer – Hydraulics and Drainage – Michael Fanning, P.E.

Mr. Fanning is a noted expert in hydraulics and drainage, with over 35 years of experience in the performance of hydrological and hydraulic studies and evaluations for bridges, dams and other water resources projects. He has served in this capacity for over thirty of WMC's projects, and is therefore knowledgeable of typical permitting and hydraulic issues. He is approved by ConnDOT for the performance of hydraulics and drainage design and will serve as senior engineer for hydraulics and drainage for this assignment.



Project Engineer - Roadway – Robert Barneschi, Associate

Mr. Barneschi has over 20 years of experience with roadway planning layout and design. He also has significant experience in hydraulics and drainage and has performed both of these tasks for several Federal Local Bridge projects including projects in Farmington (River Road reconstruction with 4 box culverts), North Canaan (2 bridges), Easton, Ledyard, Montville and others.

Sub-Consultants

Soil Scientist - Scott Stevens, President - Soil Science and Environmental Services

Mr. Stevens has over 25 years of experience in soil science and is an expert in wetlands issues. He has assisted WMC with many projects associated with the Federal Local Bridge Program, and is familiar with DOT, DEEP and typical local wetlands agency requirements. He will serve as soil scientist.

Survey – William Hearn, L.S.

Mr. Hearn has performed survey for many of WMC's recent LOTCIP, Local Bridge and STP Bridge projects. The firm has many years of experience in survey for civil engineering projects. Since we have used the firm for a number of ConnDOT funded projects, they are, therefore knowledgeable of State and Federal requirements.

Geotechnical Investigations – Associated Borings

Associated Borings has performed geotechnical investigations for over 30 of WMC's bridge projects. The firm has extensive experience in the investigative tasks as well as foundation design in compliance with the DOT grant programs.

Section III

EXPERIENCE OF THE FIRM/REFERENCES

Town of Salisbury – WMC inspected, designed and oversaw construction of four bridges under the ConnDOT Grant Programs. We recently designed the replacement of an historic Berlin Iron Truss for the Town funded under a ConnDOT grant. The photo right depicts the new galvanized and painted truss, founded on cast in place concrete abutments completed in 2019.

Mr. Curtis Rand, First Selectman,
27 Main Street
Salisbury, CT 06068
(860) 435-5170



Town of Redding – WMC inspected, designed and oversaw construction of three bridges under the Federal Local and Local Bridge Programs for the Town. All three bridges are of similar size and scope to this project. One was the rehabilitation of an historic stone arch listed on the National Register of Historic Places. To the right is the Diamond Hill Road Bridge. In 2018, construction was completed on the Stepney Road Bridge.

Mr. Julia Pemberton, First Selectman
100 Hill Road
Redding, CT 06875
(203) 938-2002



Town of Greenwich – WMC has inspected and designed eight bridges for the Town, funded under various DOT programs. A bridge recently constructed (Valley Road, right) was funded through an STP grant. This project required a number of design exceptions in order to blend in with the project environs. The Shore Road Bridge was completed in 2017.

Mr. James Michel, P.E., Dep. Commissioner DPW
101 Field Point Road
Greenwich, CT 06830
(203) 622-7860



Town of Harwinton – WMC has designed and overseen construction of seven bridges for the Town including four constructed under the Federal Local Bridge Program. The bridge shown to the right is the South Road Bridge featuring stone approach walls, cast in place abutments and pre-cast concrete deck units for the superstructure. Recently completed in 2016 was the Catlin Road Bridge funded under the Federal Local Bridge Program

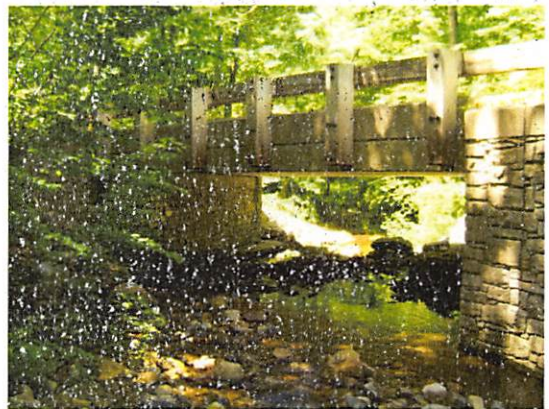
Mr. Dave Bousquet, Highway Supervisor
100 Bentley Drive
Harwinton, CT 06791
(860) 485-9051

Town of New Fairfield – WMC performed the survey, design and construction administration in 2018 of the Musket Ridge Road Bridge for the Town. The project involved staged construction as the road offers the only access to the Musket Ridge neighborhood. The bridge is twin box culverts with formliner wingwalls and parapets. Additionally we have assisted the town with roadway and drainage design for Candlewood Corners.

Mr. Antonio Iadarola, P.E., Public Works Director
4 Brush Hill Road
New Fairfield, CT 06812
(203) 312- 5629

Town of New Milford – WMC has inspected and designed five bridges for the Town, four of which were funded under the Federal Local Bridge Program and one under Local Bridge Program. To the right is the Walker Brook Road Bridge featuring stone facing on the concrete abutments and wingwalls and steel backed wood guide rail. This project is on a designated scenic road and WMC was able to maintain the existing road width of 18’.

Mr. Jack Healy, Public Works Director
10 Main Street
New Milford, CT 06776
(203) 355-6040





Town of Hartland – WMC has designed three bridges for the Town, two funded under the Federal Local Bridge Program. The bridge shown to the right is Dish Mill Road Bridge featuring form liner concrete wingwalls and fascia with a precast concrete arch. Additionally, the bridge features steel backed wood guide rail. Construction is finished in 2019 on the Peck Orchard Road Bridge funded under the Federal Local Bridge Program

Ms Magi Winslow, First Selectman
22 South Road
East Hartland, CT 06027
(860) 651-3389



Town of Chaplin – WMC has inspected, designed and overseen construction of three bridges for the town under the ConnDOT Federal Local Bridge Program. All bridges are over the Natchaug River. To the right is the Marcy Road Bridge featuring stone facing on abutments and wingwalls as well as the stone approach walls. Construction is starting this spring on the Bear Hill Road Bridge, funded under the Federal Local Bridge Program.

Mr. Bill Rose, Former First Selectman
495 Phoenixville Road
Chaplin, CT 06235
(860) 455-0073



Town of North Canaan - WMC has inspected and designed four bridges for the Town, all funded under the Federal Local Bridge Program. The bridge shown to the right is College Hill Road Bridge featuring form liner concrete wingwalls and fascia with a precast concrete arch. Additionally, the bridge features steel backed wood guide rail. We are (2022) finishing construction administration of the replacement of the Tobey Hill Road Bridge funded under the Federal Local Bridge Program.

Mr. Charlie Perotti, First Selectman
100 Pease Street
North Canaan, CT 06018
(860) 824-7313



City of Meriden – WMC has designed five bridges for the City as part of a flood mitigation plan for the downtown area of Meriden. Two of the bridges (Coe and Bradley Avenue) were recently constructed and WMC provided inspection and construction administration services. The two bridges were funded under a special legislative grant administered by ConnDOT.

Mr. Brian Ennis, P.E. City Engineer
142 East Main Street
Meriden, CT 06450
(203) 630-4018

Town of Granby – WMC designed the replacement of the Silver Street Bridge for the Town. This project, featuring a galvanized and painted steel truss superstructure, was funded under a ConnDOT Grant Program. WMC performed construction inspection for this project as well. The bridge was completed in 2014. We recently (2022) completed construction inspection of two bridge for the Town under the DOT Local Bridge Program.

Mr. Kirk Severance, Public Works Director
15 North Granby Road
Granby, CT 06035
(860) 844-5300

Town of New Canaan – WMC has designed and over seen construction of two bridges for New Canaan, both funded under the DOT Federal Local Bridge Program. Both projects were in sensitive areas in terms of the neighbors and utilized stonework facades and formliner to mimic the look of the old bridges. To the right is the Hickok Road Bridge, constructed of a precast concrete arch, completed in 2018.

Mr. Tiger Mann, Public Works Director
77 Main Street
New Canaan, CT 06840
(203) 594-3054



Town of Plainville – WMC designed and oversaw construction of the replacement of the Stillwell Road Bridge. The project features precast concrete box culverts with form liner fascias. The boxes are set at a high skew angle allowing the relocation of the stream back to its original location. The project was in an environmentally sensitive area and feature root wad habitat replacement in the stream. The project was completed in 2012

Mr. John Bossi, P.E., Town Engineer
1 Central Square
Plainville, CT 06062
(860) 793-0221

Town of North Stonington – WMC designed and oversaw construction of the replacement of the Main Street Bridge which had washed out in a recent tropical storm. The old bridge was historic and WMC was able to salvage most of the stone from the old bridge and they were cut and re-installed on the fascia of the new bridge. The project was funded through FEMA.

Mr. Nick Mullane, Former First Selectman
40 Main Street
North Stonington, CT 06359
(860) 535-2877

Town of Branford – WMC recently (2015) designed the replacement of the Schoolground Road Bridge funded under the ConnDOT Federal Local Bridge Program. The bridge consists of a precast concrete arch founded on drilled caissons. WMC is currently designing the replacement of the Harbor Street Bridge funded through the ConnDOT Local Bridge Program and requiring permits through DEEP OLISP, fisheries, State Historic Preservation Office and Army Corps.

Mr. John Hoefflerle, P.E., Town Engineer
1019 Main Street
Branford, CT 06405
(203) 315-0639



Section IV

TOWN OF FAIRFIELD

ENGINEERING SERVICES

For The

BROOKSIDE DRIVE & CONGRESS STREET BRIDGES

IMPORTANT ISSUES

- ❖ **HYDRAULICS**
- ❖ **REPLACEMENT ALTERNATIVES**
- ❖ **UTILITIES**
- ❖ **AESTHETICS**



- ❖ **PUBLIC COORDINATION**
- ❖ **M&P of TRAFFIC/
CONSTRUCTION TIME**
- ❖ **ENVIRONMENTAL PERMITS**
- ❖ **MUNICIPAL/CDOT PROCEDURES**

Section V



REQUIRED SUBMISSION INFORMATION

A Executive Summary

Tax Identification Number: 061225842

Financial Stability: WMC has been in business for over 35 years and the firm has never filed for any bankruptcy or had any other financial issues or concerns. We are currently providing service to the Town of Fairfield on two bridge projects. If selected for this assignment, WMC will gladly provide any financial information or data required by the Town.

Firm Contact Person

Stephen R. McDonnell, P.E.

Wengell, McDonnell & Costello, Inc.

87 Holmes Road

Newington, CT 06111

Phone: (860) 667-9624

Fax : (860) 665-1551

e-mail: smcdonnell@wmcengineers.com

Nature of the firm's principal business

The firm specializes in municipal and State infrastructure improvement projects related to roadway, sidewalk, greenway, highway, bridge, dam and flood protection construction. Additionally, the firm performs computer mapping assignments, water supply, sewage disposal and solid waste/recycling projects.

Founded over 35 years ago in 1988, WMC is a Connecticut Corporation, privately owned consulting organization providing a full range of services to government, private and industry clients throughout the state. The firm has a full time staff of over 25 professionals including 10 Professional Engineers and 2 Licensed Land Surveyors. The firm is a certified small business enterprise (SBE). The principals of the firm represent over 120 years of project management experience on assignments ranging from feasibility studies to construction management of multi-million dollar projects.

Technical excellence and competence are first and foremost at WMC and we have been able to merge this philosophy with an exceptional blend of interpersonal relations and management skills. A philosophy reflected in the fact that each and every assignment is performed with the direct involvement of a principal of the firm.

Since our formation, WMC has earned a reputation for engineering excellence, innovation and for completing projects on time and within budget. We are particularly sought by municipalities, State agencies and private clients for our community relations skills and for our sensitivity to local issues.



Our multi-disciplined capabilities include structural, civil, environmental, sanitary, geotechnical and construction management personnel along with specialists in quality assurance, public presentations and computer systems. Other specific expertise available from WMC includes surveying, and pre-design subsurface utility location engineering.

B. Wengell, McDonnell & Costello, Inc. (dba WMC Consulting Engineers) is a Connecticut Corporation founded in January of 1988 (35+ years). The current ownership of the Corporation is equal partners Jay Costello, P.E., Stephen McDonnell, P.E. and Keegan Elder, P.E..

C. No selectman, or other officer, employee, or other person who is payable in whole or in part from the Town currently has any direct or indirect personal interest in WMC Consulting engineers.

D. WMC or any of its employees or officers has been named a defendant in any litigation brought as a result of any contract operations for operation and maintenance.

E. WMC has never been terminated, fired, or replaced on a project other than those contracts that have been terminated due to completion.

F. The WMC team proposed for this assignment has many years of bridge design experience including over 70 bridge projects funded through the ConnDOT Federal Local Bridge Program and 80 bridges funded under the Local Bridge Program. This experience has allowed these team members to become knowledgeable of typical municipal and public concerns over projects of this type, where Federal or State grant money is involved, along with the sometimes onerous grant conditions. **The WMC team has been extremely successful in obtaining exceptions to mandated AASHTO design standards in situations where municipal officials and the concerned public wished to minimize project impacts on the environs of the bridges. Additionally, our team pays careful attention to project costs, while also considering aesthetic concerns. It is this attention to municipal and public concerns that the WMC team brings to these projects.**

G. WMC has performed over 200 bridge assignments for municipal clients throughout the State of Connecticut over the last ten years, most of which were funded through the Connecticut DOT's Local Bridge Program, Federal Local Bridge Program and LOTCIP. These projects have ranged from bridge inspections and evaluations through survey, design, permitting and construction supervision. Where construction was involved, permits through the Connecticut DEEP Flood Management, Fisheries and Coastal Area Management, Army Corps of Engineers, State and Tribal Historic Preservation Offices and local wetlands commissions were obtained by WMC. For the majority of these assignments, WMC has provided full construction administration services, handling all aspects of the project on behalf of our clients.

Every one of these projects were completed on-time, within budget and to our client's complete satisfaction. We encourage the Town to contact the references included with this qualification statement, to confirm the level of services that we will provide the Town.



We do not believe that any other consulting engineer in the State has the wealth of experience in municipally owned bridges that WMC possesses and this experience will translate into an aesthetically pleasing, cost effective bridge project that the Town will be proud of for years to come.

The same project team members proposed for this bridge project performed the majority of these past assignments, and we will assure the Town that these individuals will be assigned to your project for its duration. These team members have specific expertise in bridge design, hydrology, hydraulics, permitting, maintenance and protection of traffic, grants, public awareness programs and construction supervision.

As noted elsewhere in this qualifications statement, the principals of WMC will be directly involved with all aspects of this assignment, ensuring the Town of a high level of professional, technically correct and timely services, with input required of the Town only as desired.

In summary, we feel that WMC is uniquely qualified for this assignment, offering the Town:

- **Experience with ConnDOT Local Bridge funded bridge projects;**
- **Expertise in Accelerated Bridge Construction techniques that will minimize disruption to the traveling public, while keeping project costs to a minimum;**
- **In-house environmental permitting capabilities;**
- **Staff size and experience to ensure timely design completion;**
- **Complete Knowledge of DOT Bridge Program Procedures;**
- **Direct Principal involvement with all aspects of the assignment.**

H. The WMC team proposed for this assignment has many years of bridge design experience including over 70 bridge projects funded through the ConnDOT Federal Local Bridge Program and 80 bridges funded under the Local Bridge Program. This experience has allowed these team members to become knowledgeable of typical municipal and public concerns over projects of this type, where Federal or State grant money is involved, along with the sometimes onerous grant conditions. **The WMC team has been extremely successful in obtaining exceptions to mandated AASHTO design standards in situations where municipal officials and the concerned public wished to minimize project impacts on the environs of the bridges. Additionally, our team pays careful attention to project costs, while also considering aesthetic concerns. It is this attention to municipal and public concerns that the WMC team brings to these projects.** The following is a description of the team that would be assigned to the project.

Project Director - Stephen McDonnell, P.E., Vice President

Mr. McDonnell has over 45 years of experience in environmental permitting and public participation programs. He has been involved in over 200 bridge projects and has recently completed DEEP/Army Corps/wetlands permitting for bridge projects in Redding, Salisbury, Winsted and others. He has assisted many towns with grant procurement and compliance, and is knowledgeable of the grant programs. He will provide overall project direction.

Technical Project Manager - Jay Costello, P.E., Vice President

Mr. Costello is a structural engineer with over 40 years of experience. He will manage the technical aspects of the project and directly oversee all design activities. He has overseen design and construction of well over 200 bridges in conjunction with the DOT Local and Federal Local Bridge Programs as well



as LOTCIP, and has performed or managed over 70 bridge assignments for WMC over the last ten years. He has specific expertise in geotechnical and structural engineering for bridge assignments.

Senior Engineer – Bridge Design – Keegan Elder, P.E., Vice President

Mr. Elder has over 22 years of bridge design experience, primarily with Connecticut municipal bridges. He has performed structural design for bridge replacements and rehabilitations for over 30 municipal bridges under the Federal Local and Local Bridge Programs as well as LOTCIP. Mr. Elder serves as a senior structural engineer for WMC overseeing and performing bridge inspection and design assignments.

Project Engineer - Bridge Design - Katerina Kretsch, P.E.

Ms Kretsch, with over 30 years of experience, has served as a project and senior engineer for bridge design for projects in Redding, Salisbury, Harwinton, New Hartford, Pomfret, East Haddam, Coventry and Hartland. She has served as project engineer for over 40 Federal Local bridge design assignments and through this work has gained significant experience in designing bridges in compliance with municipal, AASHTO and ConnDOT standards. Ms. Kretsch will serve as structural engineer.

Senior Engineer – Hydraulics and Drainage – Michael Fanning, P.E.

Mr. Fanning is a noted expert in hydraulics and drainage, with over 35 years of experience in the performance of hydrological and hydraulic studies and evaluations for bridges, dams and other water resources projects. He has served in this capacity for over thirty of WMC's projects, and is therefore knowledgeable of typical permitting and hydraulic issues. He is approved by ConnDOT for the performance of hydraulics and drainage design and will serve as senior engineer for hydraulics and drainage for this assignment.

Project Engineer - Roadway – Robert Barneschi, Associate

Mr. Barneschi has over 20 years of experience with roadway planning layout and design. He also has significant experience in hydraulics and drainage and has performed both of these tasks for several Federal Local Bridge projects including projects in Farmington (River Road reconstruction with 4 box culverts), North Canaan (2 bridges), Easton, Ledyard, Montville and others.

I Sub-Consultants

Soil Scientist - Scott Stevens, President - Soil Science and Environmental Services

Mr. Stevens has over 25 years of experience in soil science and is an expert in wetlands issues. He has assisted WMC with many projects associated with the Federal Local Bridge Program, and is familiar with DOT, DEEP and typical local wetlands agency requirements. He will serve as soil scientist.

Survey – William Hearn, L.S.

Mr. Hearn has performed survey for many of WMC's recent LOTCIP, Local Bridge and STP Bridge projects. The firm has many years of experience in survey for civil engineering projects. Since we have used the firm for a number of ConnDOT funded projects, they are, therefore knowledgeable of State and Federal requirements.



STEPHEN R. MC DONNELL, P.E., Vice President

EDUCATION	B.S. Civil Engineering, Norwich University, 1975 M.S. Civil Engineering, University of Connecticut, 1977 Continuing education in hydraulics, construction management, pavement design and management, business management, on-site wastewater disposal
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REGISTRATION	Professional Engineer - Connecticut
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PROFESSIONAL EXPERIENCE	Mr. McDonnell is Vice President and a principal of WMC and has been involved in a variety of civil and environmental engineering projects ranging from feasibility and planning studies to design and construction management. He has over 40 years of engineering experience.
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Prior to the founding of Wengell, McDonnell & Costello (WMC), he has held positions with other consulting engineering firms from project engineer through vice president. His responsibilities have included complete technical and fiscal management of an engineering group involved with transportation, wastewater disposal, water supply, hydraulics and drainage, environmental studies and solid waste management projects.

Mr. McDonnell's responsibilities with WMC include client liaison, grants procurement, technical and fiscal management. Utilizing skills developed over a thirty-nine year career, he is responsible for transportation and environmental work with the firm including projects related to bridges, hydraulics and drainage, environmental studies, wastewater collection and treatment, water supply, dam inspections and designs, dredging feasibility, refuse disposal/recycling systems, composting and environmental permitting.

Mr. McDonnell has completed a wide variety of civil engineering projects including: complete hydrological and hydraulic studies and designs for stormwater collection systems, dams, spillways and bridges; wastewater disposal programs including on-site wastewater disposal systems analyses and designs, wastewater collection treatment and disposal systems planning, design and construction management; stormwater collection and treatment, water supply system planning design and construction management; environmental impact evaluations and studies, solid waste landfill design, transfer station planning and design, recycling program planning, and regional resource recovery system planning.

In addition to Mr. McDonnell's responsibilities with the firm, he is active in many professional associations. He has held several offices and is a past President and Director of the Connecticut Society of Civil Engineers Section of the American Society of Civil Engineers.

SOCIETIES	American Society of Civil Engineers (ASCE) Connecticut Society of Civil Engineers Water and Environment Federation New England Water Pollution Control Association American Waterworks Association
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STEPHEN R. MCDONNELL, P.E.

REPRESENTATIVE PROJECTS	Inspection and recommendations for rehabilitation of 60 bridges as part of the ConnDOT Bridge Program including structural and hydraulic evaluations.
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Engineer In Charge of design of 2 bridge improvements in Colebrook (Rt. 183) for ConnDOT.

Principal in charge of design of 25 bridges associated with the Federal Local Bridge Program.

Inspection and structure evaluation for rehabilitation of eleven bridges as part of Torrington's long term bridge improvement program. Inspection, testing and evaluation of rehabilitation of the Boston Neck Road Bridge in Suffield.

Principal in charge of survey, structure study, hydraulic evaluation, design and construction management of bridges in Norfolk (2 bridges), Harwinton (4 bridges), Winsted (3), Simsbury (2), Morris (2), Tolland (2), Torrington (2), Willington (2), Somers and Meriden (6) funded through the ConnDOT Grant Programs.

Principal in charge of design of intersection improvements in Bristol, River Road reconstruction in Farmington (STP Grant Program), South Main Street reconstruction in Plymouth (STP) and Waterbury Road in Bristol.

Survey, design and construction management for geometric, drainage and structural improvements associated with widening and realigning Country Club Road in Avon, Connecticut. (ConnDOT Urban Systems).

Preliminary engineering study of traffic, geotechnical, geometric and drainage system evaluation associated with the relocation of Old Farms and Thompson Roads in Avon, Connecticut. (ConnDOT Urban Systems).

Survey and design for drainage, structural and geometric improvements to Warren Avenue (Vernon), West Road (Marlborough), Nooks Hill Road (Cromwell), Burbank Road (Tolland) and Little City Road (Haddam).

Survey, design and construction management of approximately thirty-five miles of secondary roadways, representing over \$45 million in construction, as part of the City of Hartford Major Road Reconstruction Program.

Environmental analyses and hydrological/hydraulic studies of various structures under a program for the U.S. Army Corps of Engineers.

Hydrologic and hydraulic analyses for over twenty bridge replacements or rehabilitations for communities throughout Connecticut.

Computerized mapping of Simsbury including furnishing of the hardware/software (CADD work stations) and training for a town computer system to be ultimately utilized in a geographic information system (GIS). Similar services performed for the Town of Harwinton and the Litchfield Hills Council of Elected Officials (regional digitized mapping)



JAY A. COSTELLO, P.E., President

EDUCATION	<p>B.S. Civil Engineering, University of Connecticut, 1979 M.S. Civil Engineering, University of Connecticut, in progress Continuing education in steel box girder design, precast/prestressed concrete rehabilitation, pavement management, geotextile fabrics and AUTOCADD</p>
REGISTRATION	<p>Professional Engineer – Connecticut, ACI Concrete Tech., NETTCP Concrete, Paving, Soils & Aggregates</p>
PROFESSIONAL EXPERIENCE	<p>Mr. Costello is President and a principal of WMC. He has over 40 years of specific expertise in computerized roadway and bridge design, structural design and civil site engineering with computer applications. In addition, he has performed and overseen numerous traffic studies, hydrologic and hydraulic evaluations, geotechnical investigations for bridge, highway, sanitary and structural projects and has performed inspections of various types of dams including earth, concrete and masonry. He has served as transportation and traffic consultant to several Connecticut municipalities and has overseen computer mapping, digitizing and document management projects for municipal, regional and private clients.</p> <p>Mr. Costello has prepared detailed engineering studies and designs including analyses and plan preparation for rehabilitation of secondary roads, local and interstate highway bridges. He has performed and overseen over 40 bridge inspections in Connecticut for ConnDOT as well as over 60 as part of ConnDOT's Federal Local and Local Bridge Programs, including non-destructive testing, concrete testing and load rating analyses. He has expertise on rehabilitation for many types of bridges including simple and continuous span structures, cast in place concrete, rolled steel beams, precast/prestressed concrete, and riveted steel. He has performed or overseen design and construction of over 25 bridges as part of ConnDOT's LBP, with over 10 bridges completed within the last five years, and is chief structural engineer for over 60 bridges funded through ConnDOT's Federal Local Bridge Program.</p> <p>Mr. Costello has also performed analyses and designs for many types of new bridges including welded steel plate and box girder, rolled steel beam and precast/prestressed box and "I" beam structures.</p> <p>He has designed and overseen extensive highway engineering projects including multi-lane interstate highways, safety improvements for existing interstate highways, reconstruction of existing rural and urban collectors/arterials and numerous retaining structures. He has been assigned as project manager for major urban and rural road reconstruction projects up to \$45,000,000 in size, with responsibility for managing survey, design and construction management.</p> <p>Mr. Costello is in charge of all transportation, civil, dams, flood protection, structural and computer mapping related work for WMC and is directly responsible for technical operations within the office as well as quality control.</p>
SOCIETIES	<p>American Society of Civil Engineers National Society of Professional Engineers American Concrete Institute</p>



JAY A. COSTELLO

REPRESENTATIVE PROJECTS

Design of rehabilitations for six ConnDOT bridges in various towns. Inspection and recommendations for rehabilitation of thirty bridges as part of the ConnDOT Bridge Rehabilitation Program.

Design and construction management of the Westside Road bridge (Norfolk), Kibbe Road bridge (Somers), Moose Meadow and Village Hill Road bridges (Willington), Higbie and West Morris Road bridges (Morris), Swimming Hole and South Road bridges (Harwinton), Bellevue Avenue and Pothier Road bridges (Torrington), Smith Hill, Newfield and Tim Wall Road bridges (Winsted), South River and Shenipsit Lake Road bridges (Tolland) and Hidden Lake, Candlewood Hill and Injun Hollow Road bridges (Haddam) under ConnDOT Local Bridge Program. Structure studies and for rehabilitation or replacement of White Street bridge in Winsted, Trumbull Street bridge in Litchfield, Climax Road and Barndoor Hills Road bridges in Simsbury and the Hurlbut Road bridge in Ledyard.

Chief Engineer for over 75 municipal bridges funded through the Connecticut DOT's Federal Local Bridge Program including managing hydrologic and hydraulic evaluations, structure type studies, structural design and construction engineering and inspection.

Structure study, layout and design of various retaining walls and bridges for the reconstruction of I-91 in Windsor. Structure study and analysis of various interstate highway bridges associated with the design of the Central Connecticut Expressway connecting Route 9 and I-84 in New Britain.

Horizontal/vertical geometrics for maintenance and protection of traffic for reconstruction of Interstate I-84 in Waterbury, I-91 in Windsor and I-84 in Danbury for ConnDOT.

Survey and design for geometric, drainage and structural improvements associated with widening and realigning Country Club Road in Avon. Preliminary engineering study including traffic, geotechnical and geometric evaluations for relocation of Old Farms and Thompson Roads in Avon (Urban Systems).

Survey, design and construction management of approximately 35 miles of secondary roadways, representing over \$45 million in construction, as part of the Hartford Road Reconstruction Program.

Traffic studies for municipal and private projects located in Old Lyme, Waterford, Westbrook, East Haddam, Southbury, Stafford, Woodbury and Vernon. Traffic and site design engineering consultant to the Town of Plainville.

Geotechnical, site and structural analyses for several projects including Fire Station #5 in East Hartford, Executive Square Apartments in Wethersfield, and Olin Corporation's facility in Waterbury.

Roadway, drainage, sanitary sewer water main and retaining wall design (6 walls ranging in size to 25 feet) for the reconstruction of 6,000 feet of Nooks Hill Road in Cromwell. Complete roadway reconstruction design for geometric improvements for roads in Plymouth, Farmington, South Windsor, Newtown, Winsted and others.



KEEGAN ELDER, P.E., Vice President

EDUCATION A. S. Engineering Technology, Civil Engineering, Tunxis Community College
 B. S. Civil Engineering, University of Connecticut
 M.S. Civil/Structural Engineering, University of Hartford

REGISTRATION Professional Engineer - Connecticut

PROFESSIONAL EXPERIENCE Mr. Elder is a senior civil/structural designer and engineer for WMC, with specific expertise in site, roadway, and structural design, as well as construction inspection of bridge, road and dam projects. His educational background at Tunxis, UCONN and University of Hartford focused on structural design, highway design and construction engineering.

Mr. Elder has over 20 years of experience in survey and in designing a wide variety of concrete retaining walls, bridges, roadways and dam improvements. Most recently he served as a bridge design engineer for a number of municipal and Connecticut DOT bridge projects in accordance with applicable AASHTO and ConnDOT specifications. Also, he recently completed the design of the rehabilitation of Bashan Lake Dam and boat launch for the DEEP.

Mr. Elder has computer programming and design experience, including AutoCAD, MicroStation and is proficient in the firm's computer aided design systems and structural software including AASHTOWare.

Mr. Elder also has performed construction inspection and overseen WMC resident engineers and chief inspectors for over 20 Federal Local and Local Bridge Program projects over the last 10 years. Additionally, he has served as a construction inspector on several drainage and highway projects.

Recent Projects overseen by Mr. Elder include:
Duck Farm Road Bridge in Fairfield – Federal Local Bridge Project -2022

He also has expertise in the design of stormwater collection and conveyance systems, and has served as project engineer for WMC's stormwater collection and analysis projects. He managed 8 municipal stormwater sampling and analyses programs and has prepared 5 stormwater pollution prevention plans for transfer stations, public works facilities and wastewater treatment facilities. He has also performed watershed surveys for municipal water supply systems.

Mr. Elder has expertise in dam evaluation and design and has served as structural engineer for three dam rehabilitation project performed for the DEEP.

Mr. Elder's responsibilities with WMC include construction oversight of WMC's bridge and roadway projects as well as performance of bridge, roadway, sanitary sewer and site design activities including oversight of subsurface geotechnical explorations and evaluations, performance of bridge inspections, evaluations and designs for new bridges and bridge rehabilitations, utilities coordination, and environmental permitting.

He has recently been assigned to bridge design projects in Winsted, New Canaan, Greenwich, East Granby, Granby, Plymouth and Salisbury associated with the State of Connecticut Department of Transportation's Local Bridge Program and the Federal Local Bridge Program for municipalities. Mr. Elder has served as project manager for over ten ConnDOT owned bridges.



KATERINA KRETSCH, P. E.

EDUCATION	<p>M.S. Civil Engineering, University of Connecticut, 1997 B.S. Civil Engineering, University of Connecticut (Magna Cum Laude) Received George Torello Award for Best Senior Bridge Design at UCONN</p>
REGISTRATION	<p>Professional Engineer - Connecticut</p>
PROFESSIONAL EXPERIENCE	<p>Ms Kretsch is a Transportation and Senior Structural Engineer for WMC, with specific expertise in retaining wall, bridge and highway design and construction. She has been with the firm for over 20 years.</p> <p>Ms. Kretsch has over 25 years of structural design experience on a wide variety of concrete retaining walls and bridges. Prior to joining WMC she served as a design engineer for gravity based retaining wall systems, including footing design and analyses, meeting AASHTO requirements, seismic loading and computing parapet elevations, while employed by Doublewal Corporation.</p> <p>Ms. Kretsch has computer programming and design experience, has taken continuing education courses in computers, and is proficient in the firm's computer aided design systems.</p> <p>Her educational background at the University of Connecticut focused on structural and geotechnical design, taking courses in finite element analyses, advanced reinforced concrete design, advanced soil mechanics and foundation design, the use of geosynthetics and structural vibration. Her Bachelor's degree was concentrated in structures, geotechnical and transportation, as was her Master's degree.</p> <p>Ms. Kretsch's responsibilities with WMC include performance of bridge, foundation and retaining wall inspection and design activities including oversight of subsurface geotechnical explorations and evaluations, performance of bridge inspections, evaluations and designs for new bridges and bridge rehabilitations, utilities coordination, and environmental permitting.</p> <p>She has recently been assigned as a senior structural engineer for bridge design projects in Middlebury, Granby, New Canaan, Coventry, Harwinton, Norfolk, Suffield, East Haddam, Salisbury, New Milford, New Fairfield and others associated with the Connecticut Department of Transportation's Federal Local and Local Bridge Programs. She recently served as a senior structural engineer for four List 19s bridges for ConnDOT as well as the design of improvements to the Bashan Lake Dam for the Connecticut DEEP. She is currently completing the design of 4 bridges for ConnDOT as part of the List 24s project.</p> <p>In addition to Ms. Kretsch's responsibilities with the firm, she has been active in professional associations.</p>
SOCIETIES	<p>American Society of Civil Engineers (ASCE) Tau Beta Pi (National Engineering Honor Society) Chi Epsilon (National Civil Engineering Honor Society)</p>



MICHAEL E. FANNING, P.E.

EDUCATION B.S. Civil & Environmental Engineering, University of Rhode Island, 1996

REGISTRATIONS Professional Engineer – Connecticut, New York

PROFESSIONAL EXPERIENCE Mr. Fanning has over 40 years of experience specifically related to water resources and environmental engineering related projects. He has performed hydrologic/hydraulic analyses and design for dams, bridges, sanitary and stormwater conveyance systems, dams and other structures. He has also performed scour analyses for bridge projects and has expertise in TR-55, TR-20, HEC-RAS, HEC-HMS, HEC-2, HEC-18, HEC-GeoRAS, HY8, EPA SWMM, Hydraflow, ArcGIS, AutoCAD and other software for hydrologic and hydraulic evaluations.

Mr. Fanning's responsibilities include hydraulic and hydrologic modeling, design of required mitigation, scour analysis in accordance with HEC-18 and ConnDOT protocols, and local, State and Federal permitting. He has previously served as chief hydraulics engineer on projects including:

- Dam Inspection for 20 DEEP owned dams
- Two DEEP owned dam removals
- Connecticut Valley Hospital Dam removal
- Connecticut Valley Hospital 5 Dam Rehabilitations
- Simsbury Six Dam Inspections
- Harwinton Dam Rehabilitation and Spillway Replacement
- Terryville Fish & Game 2 Dam Inspections
- Johnsonville Road Bridge Replacement, East Haddam
- Wellsville Road Bridge Replacement, New Milford
- Saw Mill Road Bridge Replacement, New Fairfield
- Recreation Park Road Bridge Replacement, Putnam
- Romford Road Bridge Replacement, Washington
- Buckingham Drive Bridge Replacement, Stamford
- Cliffdale Road Bridge Replacement, Greenwich
- Porchuk Road Bridge Replacement, Greenwich
- Chestnut Hill Culvert Replacement, Trumbull
- Booth Hill Road Culvert Replacement, Trumbull
- West Center Street Bridge Replacement, Southington
- Canal Street Bridge Replacement, Derby
- SPN 17-161 East & Union Avenue Reconstruction, Bristol

Mr. Fanning also has significant experience in drainage design including:

- Route 7 Reconstruction in Wilton
- SR25 Improvements in Trumbull
- Hartford Road Improvements in Manchester
- Compo Beach, Westport
- King Street, Stratford
- Todd Street Realignment, Hamden
- Local Road Improvements, Shelton
- Local Road Improvements, New London

He has performed drainage studies and analyses for the Meriden City Library and hydrologic/hydraulic analysis of tributaries of Meetinghouse Brook in

south Meriden. Analysis included alternative evaluation for resolution of flooding issues, including cost estimates and recommendations.

Flood Control System Repairs, Derby, CT: Developed recommendations for repair of emergency 30,000 gpm storm water pump system and damaged sluice gate City flood dike system. Output included recommended repairs, cost estimate, and financing and inspection recommendations.

Lake Whitney Water Quality Improvements, Hamden, CT: Design of flow diversion structures for routing first flush to treatment ponds. Treatment system to intercept storm water flowing to the lake and improve the quality.

Letter of Map Revision (LOMR): Performed hydrologic and hydraulic modelling, editing of mapping and preparation of application materials for LOMR for Bushfield Creek, Newburgh, NY

Dover Knolls Dam Repairs and Modifications: Hydrologic and hydraulic analysis of existing dam at abandoned Wingdale Psychiatric Center, in Wingdale, NY. Existing concrete dam required repairs and modifications to spillways to comply with current state regulations.

Buckingham Drive Bridge Replacement, Stamford, CT: - Performed hydrologic analysis, hydraulic modeling, scour analysis and state and local permits for replacement of existing bridge over the Rippowam River. River reach had FEMA mapping, including Floodway, and Stream Channel Encroachment Lines

Cliffdale Road Bridge Replacement, Greenwich: - Performed hydrologic analysis, hydraulic modeling, scour analysis and state and local permits for replacement of existing bridge over the East Branch of the Byram River. River reach had FEMA mapping, including Floodway.

Chestnut Hill Road Culvert Replacement over Horse Tavern Brook, Trumbull – Finalized HEC-2 model of proposed culvert, to address ConnDOT comments. Submit final models, permits, and response to comments.

Booth Hill Road Culvert Replacement over Horse Tavern Brook, Trumbull: Finalized HEC-2 model of proposed culvert, to address ConnDOT comments. Submit final models, permits, and response to comments.

West Center Street Bridge Replacement over Eight Mile River, Southington: Complete hydraulic model for temporary condition, per ConnDOT recommended methodology for determining temporary conditions analysis.

Canal Street Bridge Replacement, Derby: Hydraulic analysis and scour determinations for the replacement bridge. Bridge is located over headrace of hydropower generation facility. Flow rate in head race determined from capacity of generating equipment.

Phase II, Quinnipiac Linear Trail, Wallingford, CT: Extension of the existing linear trail required a new footbridge over the Quinnipiac River and box culvert using as a pedestrian crossing under the Wilbur Cross Parkway.

SPN 17-161 East & Union Avenue Reconstruction, Bristol, CT: Intersection realignment for relocation of East Avenue and replacement of the undersized culvert over South Mountain Brook. Performed hydrologic and hydraulic modeling, scour analysis and state and local permits for replacement.

ROBERT BARNESCHI, Associate

EDUCATION	B.S. Civil Engineering Technology, Central Connecticut State University Additional Course Work in construction administration, hydraulics and drainage
REGISTRATION	Engineer in Training, State of Connecticut
PROFESSIONAL EXPERIENCE	<p>Mr. Barneschi has over 20 years of experience on a wide variety of civil engineering projects. Since joining WMC, Mr. Barneschi has served as project engineer involved in projects ranging from sewer, pump station and water main design, hydrology, hydraulics and drainage studies and design to dam designs, roadway planning and design, construction inspection, site planning and design, on-site sewage disposal systems and environmental assessments.</p> <p>He has served as project engineer for many site planning projects performing roadway design, site grading, sanitary sewer, septic system and utilities design and coordination, hydraulics and drainage planning and design, sedimentation and erosion control plans, on-site sanitary system design and cost estimating. Mr. Barneschi has surveying experience and has served as a field instrument person and has performed office calculations and data input</p> <p>Mr. Barneschi has served as a construction engineer on sewer, water and site projects and is familiar with construction equipment, techniques and scheduling.</p> <p>Mr. Barneschi's responsibilities with WMC include on-site wastewater disposal system, sewer, low pressure sewer, pump station, water supply and drainage system design, dam design and technical responsibility for roadway and site planning and design as well as environmental assessments and the study and design of stormwater management systems. He has expertise in the firm's hydrology and hydraulics computer analyses (TR 20, TR 55, HEC 2, gutter flow analyses, etc.) as well as the firm's CADD systems.</p> <p>Mr. Barneschi's recent assignments include:</p> <ul style="list-style-type: none">• on-site wastewater disposal system design for several DEEP and Department of Health approved systems• site design including water, sewer, drainage, grading, roadways and parking for 6 municipal school projects• design of roadway improvements for Burlington, Bristol, South Windsor, Farmington, Winsted and Plymouth• design of greenway trail improvements for 6 miles of trail in Torrington and Winsted• design of 2 miles of greenway for Burlington• design of dam improvements for Moodus Reservoir in Haddam• design of a low-pressure sewer system for Southwick, Massachusetts• hydrologic and hydraulic study of the Patchogue River in Westbrook• approach roadway design for 20 bridge projects funded under ConnDOT's bridge programs
SOCIETIES	American Society of Civil Engineers



Geotechnical Investigations – Associated Borings

Associated Borings has performed geotechnical investigations for over 30 of WMC's bridge projects. The firm has extensive experience in the investigative tasks as well as foundation design in compliance with the DOT grant programs.

J. WMC proposes to complete the design of both bridges within nine months of a notice to proceed, with a goal of construction occurring in 2025.

K/L. Related to these projects, WMC has designed over ten bridges during the past five (5) years, including the following:

Town of Granby – Hungary Road Bridge Replacement – WMC designed the replacement of the Hungary Road Bridge for the Town.

Mr. Kirk Severance, Director of Public Works
15 North Granby Road
Granby, CT 06035
(860) 844-5300

Town of Granby – Griffin Road Bridge Replacement – WMC designed the replacement of the Griffin Road Bridge for the Town.

Mr. Kirk Severance, Director of Public Works
15 North Granby Road
Granby, CT 06035
(860) 844-5300

Town of North Canaan – Tobey Hill Road Bridge - WMC has inspected and designed four bridges for the Town, all funded under the Federal Local Bridge Program. Within the last five years, WMC designed the replacement of the Tobey Hill Road Bridge funded under the Federal Local Bridge Program.

Mr. Charlie Perotti, First Selectman
100 Pease Street
North Canaan, CT 06018
(860) 824-7313

City of Meriden – Cedar Street Bridge – WMC designed the replacement of the Cedar Street Bridge for the City

Mr. Brian Ennis, P.E. City Engineer
142 East Main Street
Meriden, CT 06450
(203) 630-4018

City of Bristol – Jerome Avenue Bridge – WMC designed the replacement of the Jerome Avenue Bridge for the City.

Mr. Raymond Rogozinski, P.E., Public Works Director
111 North Main Street
Bristol, CT 06010
(860) 584-6113



Town of Fairfield – Commerce Drive Bridge – WMC recently completed the design of the replacement of this bridge for Fairfield and Bridgeport

Mr. Bill Hurley, Engineering Manager
725 Old Post Road
Fairfield, CT 06824
(203) 256-3015

City of Bridgeport – Chopsey Hill Road Bridge – WMC designed the replacement of this bridge for the City.

Mr. Jon Urquidi, P.E., City Engineer
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-7211

City of Bridgeport – Woodrow Avenue Bridge - WMC designed the replacement of this bridge for the City

Mr. Jon Urquidi, P.E., City Engineer
45 Lyon Terrace
Bridgeport, CT 06604
(203) 576-7211

Town of Wallingford – Northford Road Bridge – WMC designed the replacement of this bridge for the Town.

Ms Allison Kapushinski, P.E., Town engineer
45 South Main Street
Wallingford, CT 06492
(203) 294-2035



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

ADDENDUM #1 RFP #2024-14

LOTICIP Project - Architectural and Engineering Services for the
Replacement of Bridge No. 3697 L050-0007 Brookside Drive over Mill River and
Bridge No. 04196 L050-0006 Congress Street over Mill River

21st September, 2023 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. Please utilize the links below to access each of the revised "Schedule of Engineering Fees" form for each bridge replacement. Please replace the form located in the scope of work file for each bridge and include this revised form with your submission. This revised form now includes an "Add Alternate".

[Revised Schedule of Fees Form - Bridge No. 3697 L050-0007 Brookside Drive over Mill River](#)

[Revised Schedule of Fees Form - Bridge No. 04196 L050-0006 Congress Street over Mill River](#)

2. The conference room equipment includes a built-in computer that has Internet/web access, an in-person presenter is able to download or remotely access materials from a cloud or email account. Another option, is that the presenter is able to bring a laptop with an HDMI connector and connect to the HDMI cable in the room. Presenters are NOT ALLOWED to plug in any type of USB drive into the Town computer as this can transmit viruses.

Questions:

1. Does the Town have existing soil boring logs at either of the sites?

Response: No.

2. Can you please clarify if ROW takes are anticipated? The LOTICIP Application says no but it is included in scope for each bridge.

Response: Please include as an alternate item.

3. The scope for each project notes that a replacement structure of similar height and span to existing will be implemented. Are there hydraulic capacity issues with these bridges? Is it acceptable to maintain similar hydraulic performance for the proposed structures?

Response: This comment is meant as a guide. From memory, FEMA/FIRM maps show backwater for 50 year+ larger storms. BUT also know we can't impact downstream. Some revision to bridge in terms of height, length or width is OK but keep in mind that Brookside Bridge is located close to intersections.

ADDENDUM #1
RFP #2024-14
LOTICIP Project - Architectural and Engineering Services for the
Replacement of Bridge No. 3697 L050-0007 Brookside Drive over Mill River and
Bridge No. 04196 L050-0006 Congress Street over Mill River

4. The scope of services for the Congress Street Bridge notes the plan may be based on a road closure during construction however the LOTICIP Application notes demolished and replaced in phases to maintain alternating one-way traffic at all times. Can you please clarify what the intent is for maintenance and protection of traffic at the Congress Street Bridge?

Response: Detour will be excessively long so total bridge closure is NOT recommended, probably temporary signalization. The Town will rely on the consultant's advice for Brookside as that too will involve a significant detour vs. cost of bridge and duration of project, etc.

5. Will consultant be responsible for utility coordination or will this be completed by liaison?

Response: This being a LOTICIP project, it is understood by the Town that the responsibility will be with the consultant.

6. Is the scope to be completed by consultants with the proposal? If so, can you please provide the word document of the scope?

Response: Please utilize the links below to access the links to the scope of work files for each bridge.

[Scope of Work – Brookside Drive](#)

[Scope of Work – Congress Street](#)

7. Is there a total page maximum for the proposal? The only limits listed in the RFP are on the executive summary.

Response: The Town will rely on the Consultant's recommendation regarding the length of the proposal.

8. Can financial information be provided as an attachment and not counted toward the three-page limit of the executive summary?

Response: Yes.

9. Are there any specific requirements or presentation time limits for the interview?

Response: Please plan on a 30 minute presentation for both bridges and 15 minutes for Q&A.

10. Is the intent for firms to provide a presentation during the interview meeting on 9/26, and if so, what is the intended length of presentation vs time for question and answer?

Response: Please plan on a 30 minute presentation for both bridges and 15 minutes for Q&A.

11. If the intent is for interviewers to provide a presentation, what technology is available for the firms to use for presenting (projector, laptop, etc.)?

Response: The conference room equipment includes a built-in computer that has Internet/web access, an in-person presenter is able to download or remotely access materials from a cloud or email account. Another option, is that the presenter is able to bring a laptop with an HDMI connector and connect to the HDMI cable in the room. Presenters are NOT ALLOWED to plug in any type of USB drive into the Town computer as this can transmit viruses.

ADDENDUM #1
RFP #2024-14
LOTICIP Project - Architectural and Engineering Services for the
Replacement of Bridge No. 3697 L050-0007 Brookside Drive over Mill River and
Bridge No. 04196 L050-0006 Congress Street over Mill River

12. Have the Environmental Screening Review forms referenced in the Commitment to Fund letters been completed, and if so are they available for review?

Response: Please utilize the links below to access the Environmental Review Forms for each bridge:

[LOTICIP Environmental Review Form - Congress Street](#)

[LOTICIP Environmental Review Form - Brookside Drive](#)

13. Has the Town established a target advertise date for either bridge?

Response: The Town would like to advertise either bridge ASAP but we are estimating twelve (12) to eighteen (18) months depending on MetroCOG review and permits.

14. Items K. and L. and Evaluation of Proposals: Please clarify if timeframe for past work and client references is (3) or (5) years.

Response: Please provide past work and client references for the past five (5) years.

15. Task 1.D: Should the Consultant assume a certain number of property maps at each bridge, or provide a "per map" price for property mapping?

Response: The Consultant should provide a "per map" price for property mapping. Please utilize the link below to access the revised pricing

16. Task 1.F: Please clarify if any intersection redesign is envisioned. As described in the LOTICIP application, it is understood that the project limits will be confined to the immediate roadway approaches.

Response: The Town is trying to keep this as a bridge project as right of way limits may cause issues. IF bridge design goes beyond intersection, the engineer would have to provide for this in the design. A slight change in realignment or elevations would probably be okay – without impacts to ROW.

17. Task 2.I: What level of traffic analysis is expected at each bridge in support of MPT alternatives?

Response: A realistic goal would be level of service (LOS) C or D.

18. Are any existing traffic counts available at each site?

Response: No, AADT is in the 5,000 – 7,000 AADT range. If the Town can locate more data, it will be provided.

End of Addendum #1

Company: Wengell, McDonnell & Costello, Inc. Name: Stephen R. McDonnell Signature:  Date: 9/25/2023

REVISED

Wangell, McDonnell & Castello, Inc.

(Company Name)

Schedule of Engineering Fees

CONSULTANT PROPOSAL

Task 1 SURVEY/MAPPING \$ 5,000

Task 1 (Section 4 Add Alt.) EASEMENTS \$ 2,000

Task 2 PRELIMINARY ENGINEERING \$ 18,000

Task 3 PRELIMINARY DESIGN \$ 30,000

Task 4 REGULATORY APPROVALS \$ 14,000

Task 5 FINAL DESIGN \$ 50,000

Task 6 BIDDING PHASE SERVICES \$ 5,000

Task 7 SHOP DRAWING REVIEW \$ 6,000

Task 8 CONSULTATION Construction \$ 5,000

Task 9 DIRECT COST ITEMS \$ 38,700

Survey / Borings \$ 10,000 / 20,000

Flagging / Traffic \$ 3,700 / 5,000

Add Alternate: 4 property maps x \$ 600 = \$ 2400

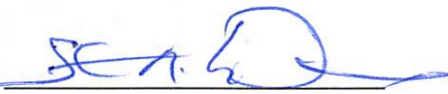
NOT TO EXCEED TOTAL (inc. Add Alternates) \$ 176,100

Scope of Services

Brookside Dr. Over Mill River Bridge #03697

Fairfield, CT

09/21/2023

Submitted by: 

Date: 9/25/2023

Town of Fairfield

Approved by: _____

Date: _____

REVISED

Wengell, McDonnell & Castello, Inc.

(Company Name)

Schedule of Engineering Fees

CONSULTANT PROPOSAL

Task 1 SURVEY/MAPPING \$ 5,000

Task 1 (Section 4 Add Alt.) EASEMENTS \$ 2,000

Task 2 PRELIMINARY ENGINEERING \$ 16,000

Task 3 PRELIMINARY DESIGN \$ 25,000

Task 4 REGULATORY APPROVALS \$ 13,000

Task 5 FINAL DESIGN \$ 40,000

Task 6 BIDDING PHASE SERVICES \$ 5,000

Task 7 SHOP DRAWING REVIEW \$ 6,000

Task 8 CONSULTATION Construction \$ 4,000

Task 9 DIRECT COST ITEMS \$ 32,700

Survey/Borings \$ 9,000 / 15,000

Flagging / Traffic \$ 3,700 / 5,000

Add Alternate: 4 property maps x \$ 600 = \$ 2,400

NOT TO EXCEED TOTAL (inc. Add Alternates) \$ 151,100

Scope of Services

Congress Street Over Mill River Bridge #04196

Fairfield, CT

09/21/2023

Submitted by: 

Date: 9/25/2023

Town of Fairfield

Approved by: _____

Date: _____

14 POINTS

INFORMATION AND JUSTIFICATION

November 29, 2023

1. **Background:** The Fairfield Police Department has been involved with FEMA's Port Security Grant Program (PSG) since 2010. The PSG fully funded the 2011 33' SAFEBOAT and funded 75% of our 2015 23' SAFEBOAT. The PSG program funds sustainability grants used to offset the maintenance cost of the above-listed assets. Upon receipt of a PSG award, it has a three-year cycle. The PSG sustainability funding is a 75/25 match grant. Fairfield Police Department funds 25% of the total award over a three-year budget cycle.
2. **Purpose & Justification:** The Fairfield Police Department utilizes PSG sustainability funding to offset maintenance costs for the Marine Unit vessels. (Preventative maintenance: oil/filters/props/anodes, etc.)
3. **Detailed Description of Proposal:** The Marine Unit utilizes PSG sustainability funding for preventive maintenance over the cycle of the grant period.
4. **Reliability of Estimated Cost:** The Marine Unit has maintained maintenance contracts with Rex Marina. Preventative maintenance costs can be budgeted out based on prior practice and service recommendations from equipment manufacturers.
5. **Increased Efficiency:** Alleviates the financial burden on the Police Department budget by offsetting 75% of the maintenance cost.
6. **Additional Long-Range Costs:** Pending a catastrophic mechanical failure (i.e., lower unit or engine component failure). There are no anticipated additional costs.
7. **Additional Use or Demand on Existing Facilities:** No additional burdens.
8. **Alternatives to this request:** Alternatives would result in a 75% increase in budget requests for the Marine Unit to maintain Police vessels. The 2011 and 2015 Police Vessels were acquired through the PSG therefore they are eligible for PSG sustainability funding.
9. **Safety and Loss Control:** Funding the preventive maintenance schedule for the Police vessels ensures the safety of the operating personnel and the community they serve.
10. **Environmental Considerations:** There are no adverse environmental impacts from the maintenance of the Police vessels.
11. **Insurance:** No impact to insurance rates or coverage from this expenditure.

12. **Financing/Project Life:** The 25% match for the PSG sustainability funding has historically come out of the Police Department's maintenance budget. The ***total*** 25% match is spread out over the three-year grant cycle.

Example: Total Award \$50,000.00
 FEMA PSG \$37,500.00
 Police Dept. \$12,500.00 (\$4166.66 FY1, \$4166.66 FY2, \$4166.66 FY3)

13. **Other Considerations:** Public Safety

14. **Other Approvals:** Town of Fairfield Grant Application Request was submitted.

Respectfully Submitted,
James Wiltsie
Sergeant
Police Department



Robert Kalamaras
Chief of Police



Fairfield Police Department

Continually Striving to Make Fairfield Safer
Honor - Professionalism - Excellence



100 Reef Road
Fairfield, CT 06824

Fairfield Police Department- Implementing Crisis Intervention Teams

1. Background-

This is a DOJ Grant awarded to expand Police CIT/Behavioral Health Programs. The Town of Fairfield proposed \$190,000 in funds over two years for:

- 1) 2 unmarked vehicles equipped with police radio and mobile dispatch terminal. One vehicle would allow the LCSW to arrive in her own vehicle rather than a police car to provide services. The second would allow a plain-clothes CIT officer to accompany the social worker on higher-risk needs for service. Separate vehicles are necessary to isolate protected information.
- 2) Overtime funding for "off-duty" CIT follow ups/ LCSW escorts.
- 3) Supporting quarterly meetings of the Fairfield Police Behavioral Health Network helps us to continue to grow the network, the goal being to offer the most extensive and comprehensive, wraparound services to the consumer. Further, the dialogue facilitated among the members helps to improve accessibility of services, streamline processes, and increase knowledge of trends and available resources among the members.
- 4) Increasing trainings and continued quality improvement; These are paramount in ensuring the growth of the necessary skillset in CIT officers. The Fairfield Police Department aims to maintain CIT training in 20% - 25% of its patrol force.

2. Purpose and Justification-

Justification- The Town of Fairfield has seen a dramatic increase in demands for behavioral health services. Proper staffing, training, and equipment increases the likelihood of safer and more appropriate outcomes for all. Further, there are subcommunities that experience barriers to services.

Purpose- Provide the resources, training, staffing, and equipment to meet the ever-increasing demands for behavioral health services, and to navigate cultural, financial, and communicative barriers that under-served communities face when attempting to access behavioral health services.

3. Detailed Description of Proposal-

A major component of improving access to mental health/substance misuse services is identifying and addressing barriers to, and apprehensions of seeking services, especially for underserved communities (for example, minority and elderly populations). Having CIT officers and a LCSW follow up with families after the moment of crisis, in plain clothing, and in unmarked/civilian vehicles, helps to reduce a variety of stigmas associated with crisis response. The civilian LCSW requires a vehicle to respond to homes to provide services and connect individuals and families with key mental health and substance misuse resources. To ensure the safety of the LCSW, she is accompanied by an on-duty CIT officer, who is often misperceived as serving a law enforcement function. In order to both ensure the safety of the LCSW, and reduce stigma, barriers, and apprehensions, it would be most beneficial to have the LCSW escorted by plain clothes, off-duty, CIT officer in an unmarked vehicle. Separate vehicles are important in order to preserve confidentiality of protected information. The unmarked vehicle utilized by the off-duty CIT officer will be utilized only for CIT purposes, only by CIT officers, and will not serve any other law enforcement purpose. The CIT officer will sign an MOU stipulating the restrictions of their duties, and restrictions of the vehicle use, when performing off-duty follow ups. The mobile dispatch terminals (MDT's) provide instant access to call history and past police reports which often contain key information to assist with planning visits and building rapport with the individual requiring services. The MDT also provides instant informational updates "off the air" to protect HIPAA sensitive information. The radio system is important as a communicative tool as well as an officer/LCSW safety tool should a situation require immediate additional emergency services (EMS, Fire Dept. Officer backup, etc.).

4. Reliability of Cost Estimate-

Vehicle and equipment costs are all actual costs based on FY23 awarded bids and state contracts. Training costs are based on historical data of specific training courses and associated fees, and travel estimates based on average rates as researched in 2023. Overtime rates are projected using the patrol-level officer overtime rates (FY23) times the number of hours projected to accomplish the goals of the program.

5. Increased Efficiency and Productivity

The program will allow the LCSW to expand our reach, increase contacts with the consumer base, and grow our support network (FPBHN). CIT officers conducting follow up visits on an overtime basis rather than while assigned on patrol will help increase the efficiency of not only the CIT team, but also increase the efficiency of the patrol division; an officer on routine patrol will be able to respond to every day, routine calls for service, while the CIT officers, off duty and in plain clothes, can dedicate the necessary time and resources to the community members requiring behavioral health services. This compartmentalization and distribution of labor will serve to address needs and demands in a more complete, thorough, and timely manner.

Fairfield Police Department

6. Additional Long Range Costs-

Part of accepting this grant award is a plan to ensure continued funding. Roughly \$95,000-\$100,000 per year is our estimate to continue this program of increasing access to services and improving behavioral health services to the entire community. Absent future grants, the Fairfield police department would aim to have our budget absorb these expenses in appropriate budget lines, such as Information Technology, Fees and Professional Services, Travel and Meetings, Training, Capital, Overtime Earnings, and Overtime Training.

7. Additional Use or Demand-

N/A

8. Alternatives to This Request-

The Fairfield police department would aim to have our FY24 budget and forward absorb these expenses in appropriate budget lines, such as Information Technology, Fees and Professional Services, Travel and Meetings, Training, Capital, Overtime Earnings, and Overtime Training.

9. Safety

Having highly trained specialists perform this type of work increases the likelihood of safe outcomes for officers, persons in crisis, and innocent bystanders. Having a plain clothes CIT officer accompany our LCSW to a follow up at a house where there is uncertainty of the conditions is ideal for the LCWS's protection. Proper equipment can assist with preparation and assessment of risk, as well as "in the moment" requests for assistance if a situation turns volatile.

10. Environmental Considerations-

N/A

11. Insurance-

CIT officers are sworn officers of the Fairfield Police Department. The LCSW is also an official Fairfield Police Department/Town of Fairfield Employee. All entities will be performing already sanctioned work, so town insurance will apply.

Fairfield Police Department

12. Financing-

The Fairfield Police Department has been awarded from the federal government, COPS office out of the Department of Justice, the following:

\$105,975 for equipment (two vehicles)

\$927.00 for supplies

\$800.00 for travel (national conference)

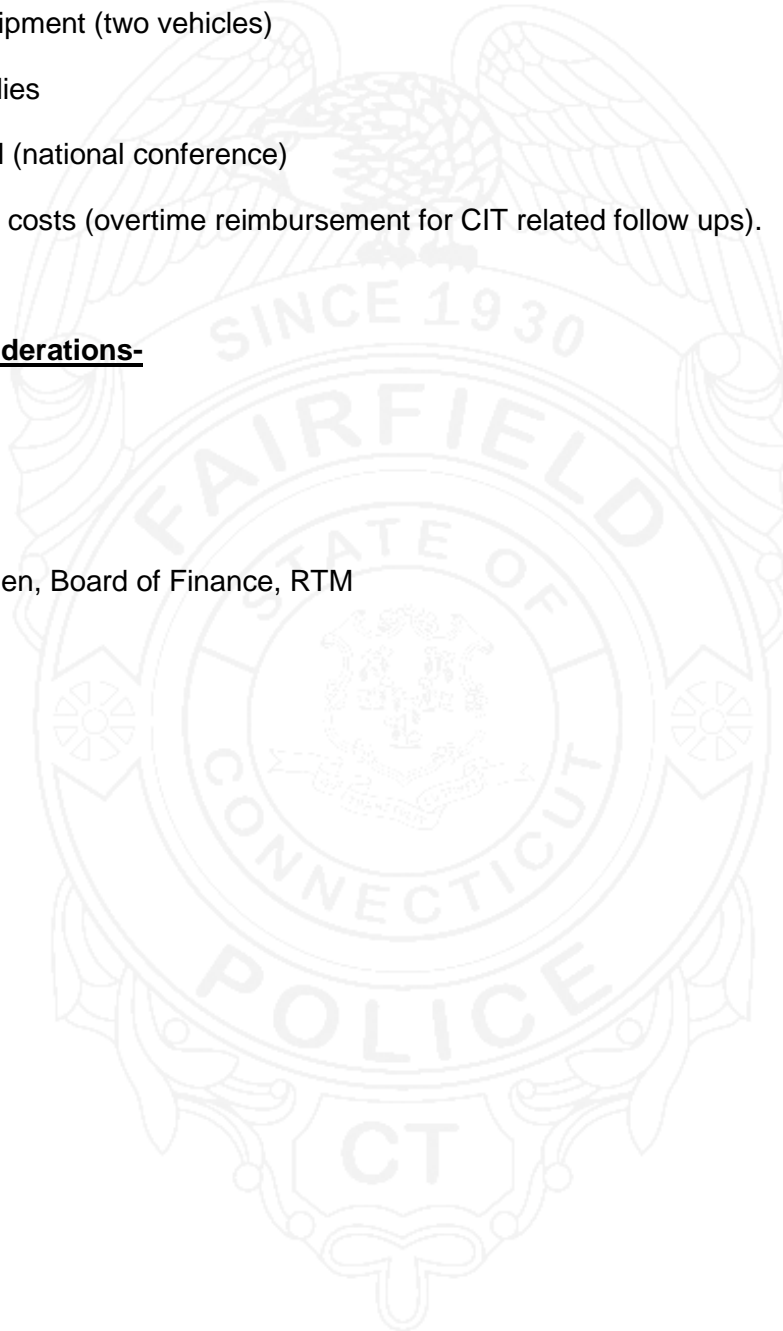
\$82,298 for other costs (overtime reimbursement for CIT related follow ups).

13. Other Considerations-

N/A

14. Approvals-

Board of Selectmen, Board of Finance, RTM



Fairfield Police Department



GRANT APPLICATION Process for grants \$10,000+

Town of Fairfield CT / Finance Dept.

14 Point Document / Information and Justification

1. Background: The state designated a portion of ARPA funds to be distributed to municipalities. In order for the Town to receive its \$131,000 allocation, the Town is submitting a Beneficiary Information Form describing how its proposed use of the funds, construction of an ADA compliant, outdoor fitness center adjacent to its senior center, fulfills ARPA requirements. FY 2024 Legislative Grant to Town of Fairfield. The designated state ARPA Grant, combined other state grant funds will allow the Town to greatly enhance fitness options for seniors with a state- of -the art ADA compliant, accessible outdoor center, at no cost to the Town.
2. Purpose And Justification: Fairfield proposes to use funds to construct an ADA compliant, outdoor fitness center adjacent to its senior center. The purpose for installing this outdoor option is to serve the population of seniors, who, due to the COVID epidemic and concerns about disease transmission, are reluctant to participate in indoor activities. Also, because the facility will include a variety of accessible strength, agility, and conditioning equipment, it will serve seniors with disabilities or physical limitations. This project will strengthen efforts to reengage seniors who have not been participating in activities post COVID and also attract new members. The project adds to the center's range of programs designed to meet the needs of seniors of various ages, interests, and concerns.
3. Detailed Description of Proposal: See attached design.
4. Reliability of Estimated Cost: The estimated total construction cost for the outdoor fitness center is \$261,610.45. Funds in excess of the \$131,000 automatic award will be allocated from a \$350,000 grant to the Senior Center championed by the Fairfield legislative delegation and included in the recently adopted state budget.
5. Efficiency & Productivity: n/a
6. Additional Long Range costs: n/a
7. Additional Use or Demand on Existing Facilities: There will not be additional burdens placed on facilities, labor, utilities, etc. as a result of this grant request.

8. Alternates to this request: n/a
9. Safety and Loss Control: n/a
10. Environmental Considerations: There are no environmental impacts from the proposed expenditure.
11. Insurance: Consult with Risk Management is pending regarding any change in insurance costs.
12. Financing: The estimated total construction cost for the outdoor fitness center is \$261,610.45. Funds in excess of the \$131,000 automatic award will be allocated from a \$350,000 grant to the Senior Center championed by the Fairfield legislative delegation and included in the recently adopted state budget.
13. Other Considerations: There are no other reasons for the request not already described.
14. Other Approvals: BOS/BOF/RTM

Sales - Budget Quote






Fairfield Park and Rec
Anthony Calabrese
75 Mill Plain Road
Fairfield, CT 06824

Quote No. SP125883-7
Customer No. C0002910
Document Date 07/08/2023
Expiration Date 09/06/2023

Sales Representative Summer Berube
E-Mail SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Customer Ref. PIP over Concrete Slab

Project Name US295011 Fairfield Bigelow Center for Senior Activities

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135					
Equipment - Surface Mounted on Concrete					
<u>FSW22700-CUSTOM</u>	FSW22700 CUSTOM BALANCE STATION, Lt Blue, SM 20228986	1 Pieces	10,910.00	30.00	7,637.00
					
<u>FSW22600-0000</u>	Flex Wheel - Grey, SM Surface (expansion bolts)	1 Pieces	2,200.00	30.00	1,540.00
					
<u>FSW22500-CUSTOM</u>	FSW22500 CUSTOM SURFACE CHALLENGE, SM Night Sky Blue 20228988	1 Pieces	25,270.00	30.00	17,689.00
					
<u>KSW922-CUSTOM</u>	KSW922 CUSTOM SWING 1 Bay Two Belts, Lt Blue, SM 20228989	1 Pieces	4,090.00	30.00	2,863.00
					
<u>FAZ52101-CUSTOM</u>	FAZ52101 CUSTOM CROSS TRAINER Lt Blue, SM 20228990	1 Pieces	18,220.00	30.00	12,754.00
					

Sales - Budget Quote






Fairfield Park and Rec
Anthony Calabrese
75 Mill Plain Road
Fairfield, CT 06824

Quote No. SP125883-7
Customer No. C0002910
Document Date 07/08/2023
Expiration Date 09/06/2023

Sales Representative Summer Berube
E-Mail SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Customer Ref. PIP over Concrete Slab

Project Name US295011 Fairfield Bigelow Center for Senior Activities

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>FAZ51100-CUSTOM</u>	FAZ51100 CUSTOM ARM BIKE Lt Blue, SM 20228991	1 Pieces	10,380.00	30.00	7,266.00
					
<u>FAZ50101-CUSTOM</u>	FAZ50101 CUSTOM CITY BIKE, Lt Blue, SM 20228992	1 Pieces	13,700.00	30.00	9,590.00
					
<u>FAZ60300-CUSTOM</u>	LEG PRESS CUSTOM, SM by design, Lt Blue 20-80mm bolts for PIP 20232598	1 Pieces	23,750.00	30.00	16,625.00
					
<u>FAZ60100-CUSTOM</u>	CHEST PRESS CUSTOM, SM by design, Lt Blue 20-80mm bolts for PIP 20232602	1 Pieces	15,020.00	30.00	10,514.00
					
<u>PAR3005-CUSTOM</u>	SIGN XL CUSTOM(Pending Design)SM, Night Sky Blue 20228993	1 Pieces	1,770.00	30.00	1,239.00
					

Custom Description will need to be designed and approved before order placement.

Sales - Budget Quote


Fairfield Park and Rec
Anthony Calabrese
75 Mill Plain Road
Fairfield, CT 06824

Quote No. SP125883-7
Customer No. C0002910
Document Date 07/08/2023
Expiration Date 09/06/2023

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Customer Ref. PIP over Concrete Slab

Project Name US295011 Fairfield Bigelow Center for Senior Activities

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US-FRN-DUET-SM-REC	Duet  Recycled Surface Mount Kit	1 Pieces	5,385.00	5.00	5,115.75
SUR11200-001-04-A	SQUARES A (1-6)	1 Pieces	643.00	30.00	450.10
SUR11200-001-04-B	SQUARES B (7-9)	1 Pieces	379.00	30.00	265.30
SUR11200-001-03	COMPASS	1 Pieces	574.00	30.00	401.80
SUR11200-001-01-A1	AGILITY DOTS A1	1 Pieces	423.00	30.00	296.10
A380544-99	SAFETY SIGN FOR FSW/FAZ US	8 Pieces	4.85	100.00	
A775576-110	SAFETY SIGN FOR CROSS TRAINER ENG	1 Pieces	13.73	100.00	
A775468-110	SAFETY SIGN FOR ARM BIKE ENG	1 Pieces	13.83	100.00	
A775357-110	SAFETY SIGN FOR BIKE ENG	1 Pieces	13.83	100.00	
A775958-9914	SAFETY SIGN LEG PRESS UK	1 Pieces	12.93	100.00	
A775914-9914	SAFETY SIGN CHEST PRESS UK	1 Pieces	15.00	100.00	
FREIGHT	Freight	1 Pieces	8,291.11		8,291.11
INSTALL SPECIAL	Project Installation of Kompan Equipment Includes painting of stencils Surfacing & Concrete Work	1 Pieces	46,201.67	5.00	43,891.59
US-CUSTOM-SURFACING	Pour In Place Safety Surfacing 3.75" 50/50 std color/black Aromatic Binder Security of EPDM layer Disposal related to PIP	2,415 Sq. Feet	28.63	10.00	62,230.41

Sales - Budget Quote

Fairfield Park and Rec
Anthony Calabrese
75 Mill Plain Road
Fairfield, CT 06824

Quote No. SP125883-7
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Sales Representative Summer Berube
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Customer Ref. PIP over Concrete Slab

Project Name US295011 Fairfield Bigelow Center for Senior Activities

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
US- CONCRETEWORK	Concrete Slab per Kompan Specifications	2,415 Sq. Feet	23.08	5.00	52,951.29

Excludes sitework, products, & services not listed
Excavation and site work to be done by customer.
Assumes site to be accessible & install ready

Please allow 10-12 weeks for product delivery upon
order placement.
Equipment is as per Fairfield Bigelow Center for
Senior Activities Site Plan L2.0 dated 5.31.23
Exceptions are equipment custom numbers are as
per this quote.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	28			
Subtotal - Products		132,822.12	38,576.07	94,246.05
Subtotal - Surfacing		69,144.90	6,914.49	62,230.41
Subtotal - Installation		101,939.87	5,096.99	96,842.88
Subtotal - Freight		8,291.11		8,291.11
Total USD				261,610.45

Business Agreement OMNIA Partners Contract
Payment Terms Net 30 days

Installation Site Address

Bigelow Center for Senior Activities
100 Mona Terrace
Fairfield, CT 06824



Sales - Budget Quote

Fairfield Park and Rec
Anthony Calabrese
75 Mill Plain Road
Fairfield, CT 06824

Quote No. SP125883-7
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Customer Ref. PIP over Concrete Slab

Project Name US295011 Fairfield Bigelow Center for Senior Activities

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American" provision of ARRA of 2009.

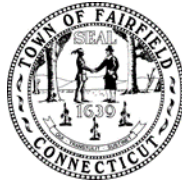
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



Town of Fairfield

Health Department

Sands L. Cleary
Director of Health

725 Old Post Road
Fairfield, CT 06824
203-256-3030 (phone)
203-254-8850 (fax)

TO: Board of Selectmen, Board of Finance, RTM

FROM: Sands Cleary, Director of Health

SUBJECT: Request from the Director of Health for an increase in the estimated revenue for State Grants in the amount of \$143,667.00 to cover the cost of Fairfield's influenza, COVID-19, and routine vaccinations. Resolved that the First Selectman is authorized to make, execute, and approve on behalf of the Town of Fairfield, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health (DPH) to conduct activities described in the Immunizations and Vaccines for Children COVID-19 Supplements and Media Funding with an anticipated contract period of September 1, 2023 - June 30, 2025.

DATE: November 28, 2023

- I. **Background:** The Health Department is applying for the Immunizations and Vaccines for Children COVID-19 Supplements and Media Funding with a project period of September 1, 2023 to June 30, 2025. This funding is to cover costs related to influenza, COVID-19, and routine vaccinations. During this grant period, the Health Department will focus on immunization activities and media campaigns to promote the importance of vaccinations.
- II. **Purpose & Justification:** This grant provide funding to support the supplemental staffing to increase vaccination activities for influenza, COVID-19, and routine vaccinations. In addition
- III. **Detailed Description of Proposal:** These funds will support up to two part-time staff and associated costs to increase the department's immunization capacity. All funding will go toward personnel costs, fringe benefits, printing/publication, and marketing/advertising of immunizations.

Proposed Budget

Salary and Wages	One part time immunization support nurse (16 hours per week). One part time community health worker (16 hours per week)	\$90,772.00
Fringe Benefits	Est. Fringe 1.45%	\$1,316.00
Media Marketing Subcontractor		\$35,000.00
Printing/Publications		\$3,579.00
Printing and Advertising		\$13,000.00
Total		\$143,667.00

- IV. **Reliability of Estimated Cost:** Cost estimates were calculated in a manner similar to the numerous other grants the department has received and continues to manage. The department in conjunction with the Human Resources and Finance Department develops cost estimates. The Finance Department reviews the final application, the contract and all expenditure reports, as does the State Department of Public Health.
- V. **Increased Efficiency:** This funding source will provide staffing to continue our efforts in increasing immunization capacity and awareness to the public. These funds will enable planning and implementation of additional vaccination clinics.
- VI. **Additional Long-Range Costs:** We do not anticipate and long-range costs as all funds will be used to cover personnel cost with no materials or equipment will be purchased with these funds. Once the grant project period concludes all positions will end.
- VII. **Additional Use or Demand on Existing Facilities:** We do not anticipate additional burdens to be placed upon existing facilities, service labor, utilities, etc. as a result of this request. Adequate facilities/office space is available to support the staff of this grant.
- VIII. **Alternates to this request:** This is the primary funding source available to local health departments to continue the work related to immunizations. If these funds were not obtained the work would fall to existing Health Department staff.
- IX. **Safety and Loss Control:** Same considerations/precautions as other office based staff currently employed by the Health Department.
- X. **Environmental Considerations:** None.
- XI. **Insurance:** No effect on insurance rates.
- XII. **Financing:** There are no matching funds required for this grant. In addition, there are no capital or equipment expenditures to be financed, nor any ongoing maintenance costs. The cost of activities to be provided by this grant consist of personnel costs only all of which will be funded by the grant. Once the grant period concludes, all grant funded positions will end (coordinated with HR).
- XIII. **Other Considerations:** N/A.
- XIV. **Other Approvals:** Board of Selectmen, Board of Finance and RTM.

DEPARTMENT OF PUBLIC HEALTH
CONTRACTS AND GRANTS MANAGEMENT SECTION
410 Capitol Avenue, Hartford, CT 06134

Contract Summary for Commissioner's Office Review

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	CONTRACT NUMBER	#DPH20240113POS
NAME OF CONTRACTOR	Town of Fairfield		
SOURCE OF FUNDING CDC Immunization and Vaccines for Children COVID-19	DPH PROGRAM Immunization Program	PROGRAM STAFF Kaitlin Roberts	
CONTRACT PERIOD	(From - To) 9/01/2023 Through 6/30/2025	CONTRACT TOTAL	\$143,667.00
BRIEF DESCRIPTION OF SERVICE	The Contractor shall: 1. Enhance the Contractor's vaccination capacity and ensure vaccine equity in the Contractor's region. 2. Develop and Implement vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy. 3. Increase vaccine and outreach efforts.		
If Amendment, amount of Amendment and reason for Amendment.	N/A		
What organizations are these funds going to	Media Marketing subcontractor TBD - \$35,000		



X Original Contract # DPH20240113POS
 Amendment #
 Max. Contract \$ \$143,667.00
 Contract Contact Person Mary Rouse
 Contact Telephone 860-509-7710
 Contact Email Mary.rouse@ct.gov

**STATE OF CONNECTICUT
 PURCHASE OF SERVICE CONTRACT
 ("POS", "Contract" and/or "contract")
 Effective October 2, 2023**

The State of Connecticut Department of Public Health

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

City: Hartford State: CT Zip: 06134-0308

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

Contractor's Name: Town of Fairfield

Street: 725 Old Post Road

City: Fairfield State: CT Zip: 06824

Tel#: 203-256-3020 FEIN/SS#: 06-6001998

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

Contract Term / Effective Date	This Contract is in effect from September 1, 2023 through June 30, 2025 .
Statutory Authority	The Agency is authorized to enter into this Contract pursuant to § 4-8,19a-2a,19a-32 of the Connecticut General Statutes ("C.G.S.").
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
Contract Amendment	The parties, by mutual agreement, may amend Part I of this Contract only by means of a written instrument signed by the Agency and the Contractor, and, if required, approved by the Office of the Connecticut Attorney General. Part II of this Contract may be amended only in consultation with, and with the approval of, the Office of the Connecticut Attorney General and the State of Connecticut, Office of Policy and Management ("OPM") in accordance with the section in this Contract concerning Contract Amendments.

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

If to the Agency:	State of Connecticut, Department of Public Health 410 Capitol Avenue, P.O. Box 340308, MS# 13GCT Hartford, CT 06134-0308 Attention: CGMS	If to the Contractor:	Town of Fairfield 725 Old Post Road Fairfield, CT. 06824 Attention: Mr. Sands Cleary
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A party may modify the addressee or address for Notices by providing fourteen (14) days prior written Notice to the other party. No formal amendment is required.

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SECTION A

Subsection A.1

1) Definitions

In addition to the Definitions in **Part II, Section A** of this Contract, unless otherwise indicated, the following terms shall have the following corresponding definitions:

- a) **At-Risk Population** are populations identified by Centers for Disease Control and Prevention (CDC) based on national data such as persons who, due to age, race, ethnicity, socio-economic status, or an underlying medical condition, are at greater risk of severe health outcomes due to COVID-19 infection.
- b) **Centers for Disease Control and Prevention/Agency for Toxic Substances Disease Registry Social Vulnerability Index (CDC/ATSDR SVI)** is a metric developed by the CDC that compares how resilient communities are when faced with external stresses on human health, such as disasters or disease outbreaks.
- c) **Centers for Disease Control and Prevention (CDC)** is a federal agency that conducts and supports health promotion, prevention, and preparedness activities in the United States, with the goal of improving overall public health.
- d) **Community Event** is an event that is open to the public and is civic, political, public or educational in nature, including state and county fairs, city festivals, circuses and other public gathering events organized to provide an overall community benefit.
- e) **Community Outreach** is the effort to provide support, resources or services to populations who might not have access to services otherwise.
- f) **Community Partners** are organizations that the Contractor may work with to provide COVID-19 related support services to residents within the Contractor's region. Community partners include, but are not limited to, community action agencies, non-profit organizations, municipalities, elected officials, emergency managers, Federally Qualified Health Centers (FQHC), faith-based organizations, businesses, congregate settings, schools and universities.
- g) **Congregate Settings** are environments where a number of people meet or gather and share the same space for a period of time. Congregate settings include, but are not limited to, prisons, shelters, workplaces, schools, childcare centers, nursing homes, social clubs, rehabilitation facilities, residential living or treatment facilities.
- h) **Coronavirus Disease 2019 (COVID-19)** is the illness or disease caused by the SARS- CoV-2 virus that can spread from person to person causing symptoms that range from no symptoms to severe illness, possibly resulting in death.
- i) **Immunization and Vaccines for Children Program COVID-19 Supplemental Funding** is CDC funding intended to enhance LHD efforts to support immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illnesses, including influenza, COVID-19 and routine vaccinations.
- j) **Influenza** is a contagious respiratory illness caused by influenza viruses that infect the nose, throat, and sometimes the lungs. It can cause mild to severe illness, and at times can lead to death.
- k) **Listening Session** is a facilitated group discussion where participants may be selected individually by the Contractor or may voluntarily participate in open town-hall

meetings to discuss a specific topic chosen by the Contractor in order to collect information about that topic.

- l) **Local Health Department or Health District (LHD)** is a municipal or district health department organized under Conn. Gen. Stat. sec. 19a-200 *et seq.* or sec.19a-240 *et seq.*
- m) **Media Funding** is the allocation of funds from the Immunization and Vaccines for Children Program COVID-19 Supplemental Funding required to be spent on developing and implementing media campaigns and digital outreach.
- n) **Rapid Community Assessment (RCA)** is a process for quickly collecting community insights about a public health issue to inform program design. The assessment involves reviewing existing data and conducting community-based interviews, listening sessions, observations, social listening, and surveys.
- o) **Region** is the Town of Fairfield that makes up the administrative district of the Fairfield Health Department. The terms “region” and “Contractor’s region” shall have the same meaning and are used interchangeably for purposes of this Contract.
- p) **Social Listening** is tracking conversations and mentions relating to a specific topic, as determined by the Contractor, on social media platforms and then analyzing them for insights and actionable items.
- q) **US Department of Health and Human Services (HHS)** is a Cabinet-level government department that provides health and human services and promotes research in social services, medicine, and public health.
- r) **Vaccine Confidence Strategy** is CDC’s strategy to reinforce confidence in COVID-19 vaccines with the objectives of building trust, empowering healthcare personnel and engaging communities and individuals.
- s) **Vaccine Equity** are instituted efforts to ensure vaccinations are conducted in an equitable manner to communities of color and other underserved populations, including sexual orientation and gender identity minority groups, persons with disabilities, those with limited English proficiency, and those living at the margins of our economy. The target communities are defined using the CDC/ATSDR SVI or similar value used to determine highest-risk communities and taking into consideration communities disproportionately affected by the pandemic, in terms of infection rates, hospitalization, and mortality.
- t) **Vaccine Equity Partnerships Funding (VEPF)** is a program that provides funding to LHDs to support LHDs in their COVID-19 vaccine distribution efforts to communities of color and vulnerable populations within the region. The program has a particular emphasis on supporting LHDs that serve communities with the highest CDC/ATSDR SVI.
- u) **Vaccine Hesitancy** is an unwillingness to accept a vaccine, even when one is available, which may contribute to the continued spread of a disease.
- v) **Vaccine Preventable Diseases** are infectious diseases for which an effective preventive vaccine exists.
- w) **We Can Do This Campaign** is the HHS COVID-19 national public education campaign designed to increase public confidence in and uptake of COVID-19 vaccines while reinforcing basic prevention measures such as mask wearing and social distancing. The campaign also increases awareness about COVID-19 treatments and heightens urgency to talk to a doctor at the first sign of symptoms.

2) **COVID-19 Immunization Funding Activities:** Immunization and Vaccines for Children COVID-19 Supplemental Funding shall be used for the following objectives:

- a) Enhance the Contractor's vaccination capacity and ensure vaccine equity in the Contractor's region. To achieve this objective, the Contractor shall conduct the following activities:
 - i) Hire staff for vaccination clinic administration and support in areas of COVID-19 at-risk populations to ensure vaccine equity.
 - ii) Attend community events to reach at-risk populations and ensure vaccine equity to promote COVID-19 vaccines and co-administration of other vaccinations.
- b) Develop and implement vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy in the Contractor's region. To achieve this objective, the Contractor shall conduct the following activities:
 - i) Develop educational messages and utilize existing educational campaign messages such as the Department's, CDC's and HHS's messages about subjects such as addressing vaccine hesitancy, vaccine safety reinforcement and CDC's Vaccine Confidence Strategy. For example, Contractor may use HHS "We Can Do This" campaign.
 - ii) Subcontract with a marketing company to develop and disseminate educational campaign materials to communities within the Contractor's region.
 - iii) Subcontract with media partners to disseminate messages across multiple platforms including print and local radio within the Contractor's region.
- c) Increase vaccination and outreach efforts in the Contractor's region. To achieve this objective, the Contractor shall conduct the following activities:
 - i) Coordinate with Community Partners to collect data to identify populations at risk for low COVID-19 vaccine uptake within the Contractor's region, such as by completing an RCA.
 - ii) Coordinate with Community Partners to identify vaccination sites in communities of low COVID-19 vaccine uptake within the Contractor's region.
 - iii) Partner with FQHC, universities, congregate settings, and other vaccinating partners within the Contractor's region to provide vaccination and vaccine education to at-risk populations to minimize the spread of vaccine preventable diseases.

Subsection A.2 SCOPE OF SERVICES

- 1) The Contractor shall:
 - a) Enhance the Contractor's Vaccination Capacity and ensure vaccine equity in the Contractor's region as follows:

Activity Number	Activity	Measure
1	Hire staff for vaccination clinic administration and support.	Title of staff position hired. Start date.

2	Attend community events to reach at-risk populations and ensure vaccine equity to promote COVID-19 and co-administration of other vaccinations.	Number of events attended, including dates, times, location and approximate number of attendees.
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- b) Develop and Implement vaccine educational campaigns and media outreach to promote vaccine confidence and address vaccine hesitancy as follows: Media Funding (SID 29654, DPH 29654602C521) shall be used solely for the activities listed in this **Subsection A.2.1(b)**. (The Contractor may use additional approved budgeted funds for media activities as funds allow.)

Activity Number	Activity	Measure
1	Develop educational materials or utilize existing educational materials, messages and campaigns including those created by the Contractor, Department, CDC and HHS with the CDC required funding source language for at-risk populations about subjects such as addressing vaccine hesitancy, vaccine safety reinforcement and CDC's Vaccine Confidence Strategy.	Number and type of educational materials created and locations and dates of distribution of materials. Submit copies of materials distributed.
2	Subcontract with media partners to develop and distribute vaccination educational materials in print, radio or television within the Contractor's region.	Submit copies of subcontracts with media partners. Submit copies of vaccination educational materials developed and distributed. Location and frequency of materials and messages distributed.
3	Distribute posters, flyers, and announcements promoting immunizations to Community Partners and other sites within the Contractor's region.	Submit locations and dates materials distributed. Submit copies of materials distributed.

- c) Increase vaccination and outreach effort as follows:

Activity Number	Activity	Measures
1	Engage with Community Partners to collect data to identify populations at-risk for low COVID-19 vaccine uptake within the Contractor's region.	Names of Community Partners who provided data to identify at-risk populations. Number of at-risk populations identified.
2	Utilize existing data to identify vaccination sites in communities with low COVID-19 vaccine uptake within the Contractor's region.	Type of data sources used. Number of vaccination sites identified.

3	Engage with Community and vaccination partners to coordinate and promote vaccination sites in at-risk population communities within the Contractor's region.	Number of vaccination sites coordinated and promoted.
4	Coordinate with vaccination partners in the community to vaccinate at-risk populations within the Contractor's region.	Number of vaccination partners who vaccinated at-risk populations. Date, location and number of vaccinations administered to at-risk populations.

Subsection A.3 GENERAL TERMS AND CONDITIONS

1) Reports and Report Schedule

- a) The Contractor shall submit to the Department periodic program and expenditure reports in the format(s) provided by the Department, in accordance with the schedules below. For purposes of this **Subsection A.3(1)**, "expenditure reports" shall mean all required forms in the Budgeting Portal in Core-CT.
- i) The Contractor shall submit to the Department via Core-CT expenditure reports in accordance with the following schedule:

Funding Period: 09/01/2023 to 06/30/2025

REPORTING PERIOD	REPORTS DUE BY
September through November	December 15, 2023
December through February	March 15, 2024
March through May	June 15, 2024
June through August	September 15, 2024
September through November	December 15, 2024
December through February	March 15, 2025
March through May	June 15, 2025
June	August 15, 2025

- ii) The Contractor shall submit to the Department periodic program reports that include the progress on the measures established in **Subsection A.2** for each activity, in the format(s) provided by the Department, in accordance with the following schedule:

Funding Period: 09/01/2023 to 06/30/2025

REPORTING PERIOD	REPORTS DUE BY
September through November	December 15, 2023
December through February	March 15, 2024
March through May	June 15, 2024
June through August	September 15, 2024
September through November	December 15, 2024
December through February	March 15, 2025
March through May	June 15, 2025
June	August 15, 2025

- b) The Contractor shall provide separate expenditure reports for each budgeted program, funding source, or site separately identified on the Budget(s) included in **Section B** of this **Part I**.
- c) The Contractor certifies, by submission of any program and expenditure report, that the expenditure report has been reviewed for accuracy and that the expenditures shown are consistent with the terms and conditions set forth herein.
- d) The Contractor's last program and expenditure reports for each Contract Funding Period shall be cumulative for the entire Contract Funding Period (hereinafter Final Reports) and due no later than forty-five (45) days after the completion of all scheduled work under the Contract or the due dates identified in **Part I, Section A, Subsection A.3(1)**, whichever is earlier.
 - i) The Final Reports submission for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
 - ii) The Final Reports of the Contractor and subcontractors, for the Contract Funding Period, shall not include any unpaid obligations.

2) **Budget and Funding**

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

<u>Funding Period</u>	<u>SID #</u>	<u>Project ID</u>	<u>Grant Description</u>	<u>CFDA#</u>	<u>Amount</u>	<u>Budget Reference</u>
07/01/2019-06/30/2025	29591	DPH29591 COVID19	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	93.268	\$92,094	2020
07/01/2019-06/30/2025	29654	Media Funding DPH29654 602C521	CDC-RFA-IP19-1901 Immunization and Vaccines for Children	93.268	\$51,573	2021

- f) This Contract includes federal financial assistance and therefore the Contractor shall

comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

g) Cash Management

Funding under this Contract is subject to the Department's cash management standards as follows:

- i) Contractor shall submit to the Department via Core-CT Portal the Budget vs. Actual Report form in addition to any other contractually-required expenditure reports, and
- ii) Any payment to be made under this provision may be reduced by the Department if cash needs documentation provided by the Contractor supports such a change in the payment amount.
- h) Payment shall be made upon the Department's receipt and approval of satisfactorily and timely completed deliverables, reports, and/or the Department's approval of properly executed invoices submitted by the Contractor.
- i) The Immunization and Vaccines for Children COVID-19 Supplemental Funding allocation will be paid quarterly by the Department. The Contractor shall submit a report to the Department every quarter with a list of all activities undertaken as required in this Contract. Reports shall include the information set forth in **Part I, Section A, Subsection A.2** for each Activity and corresponding Measure(s). After the Department receives, reviews, and approves the reports, the Department will make payment in accord with the provisions of **Part I, Section A, Subsection A.3.(4)(b)**.
- j) If any funds remain unspent by June 30, 2025, the Contractor shall return such funds to the Department by August 15, 2025.

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

a) Maximum Payment

The total amount of payment made under this Contract shall not exceed \$143,667.00.

b) Payment and Payment Schedule

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

- i) An initial payment in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period shall be processed by the Department after the later of:
 - 1) the Department's receipt of a fully executed Contract,
 - 2) the beginning of the Contract Funding Period, or
 - 3) the Department's receipt of any required additional documentation.
- ii) A second payment in an amount derived from the percentage of time the Reporting Period represents in proportion to the entire Contract Funding Period shall be made after the later of:
 - 1) the Department's receipt of a fully executed Contract,
 - 2) the first day of the second Reporting Period of the Contract Funding Period,

or

- 3) the Department's receipt of any required additional documentation.
- iii) Subsequent payments during the Contract Funding Period shall be made at the beginning of each Reporting Period as follows:
- 1) after receipt and approval of scheduled financial reports and all deliverables or services as submitted by the Contractor, pursuant to the Contract terms and the Report Schedule, and
 - 2) in an amount equal to the amount of expenditures reported and approved on the last submitted financial report.
- iv) A final reconciliation shall be made at the end of each Contract Funding Period after receipt and approval of the final expenditure report for the Contract Funding Period and shall result in:
- 1) an additional payment to fully reimburse the Contractor for all reported and approved expenses incurred under the Contract during the Funding Period, if all approved expenditures have not been fully reimbursed for the Contract Funding Period, OR
 - 2) a demand for reimbursement of funds paid to the Contractor in excess of approved expenditures incurred by the Contractor during the Contract Funding Period, if the Contractor has been paid an amount that exceeds the approved expenditures reported on the final financial report.
- c) In addition to the applicable provision of Part II, Section D of this Contract, the Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment. Failure to provide the required response within the time specified in the notice shall constitute a breach of this Contract.
- d) **Reimbursement**
- If any payment under this Contract includes reimbursement of direct expenses, such payment made by the Department shall be processed only upon receipt and approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.
- e) **Payment Reduction**
- In addition to the applicable provision of Part II, Section D of this Contract, the Department reserves the right to reduce payments and withhold funding for any program or site in a Contract for which the Contractor:
- i) has not submitted or completed required deliverables,
 - ii) has not submitted required reports or audits,
 - iii) has submitted reports that have not received Department approval, or
 - iv) has submitted reports that do not support the need for full payment.
- The Department shall give the Contractor written notice of any payments that are reduced or withheld under this provision.
- f) **Surplus or Excess Payments; Refund**
- The Contractor shall:

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

4) Travel

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

- a) <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
- b) <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

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

5) Software, Computer Equipment and Programs

The Contractor shall be responsible for:

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

6) Contractor Changes and Assignments

In addition to the applicable provisions of Part II, Section D of this Contract, the following shall also apply:

- a) In addition to notifying the Department of fundamental changes listed in Part II, Section D of this Contract, the Contractor must notify the Department of changes in key personnel, including but not limited to, Chief Executive Officer, program directors of Department-funded programs, and officers and members of the Contractor's Board of Directors.
- b) In addition to the requirements of Part II, Section D, Subsection 2(c) of this Contract, the Department's determination of Contractor Changes and Assignments shall also include

whether the Department shall:

- i) approve of the changes and contract with the entity which results from the proposed changes, or
- ii) terminate the Contract under applicable provisions of this Contract.

7) Subcontracts

Approval must be obtained from the Department prior to entering into subcontracts for services described in this Contract. The subcontractor's identity, services to be rendered, and costs shall be detailed in the Budget Detail of this Contract. No subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subcontractors to comply fully with all applicable terms and conditions of this original Contract. The Contractor shall be responsible for monitoring the fiscal and programmatic activities of any subcontractor. Reports of subcontractor activities and expenditures must be submitted in the format and at the times required by the Department.

8) Cultural Competence

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

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

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

9) Respect and Dignity

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

10) Client Satisfaction

The Contractor shall develop, implement, and maintain client satisfaction policies and procedures as follows:

- a) The Contractor shall develop policies and procedures, to be reviewed and approved by the Department within thirty (30) days of execution of this Contract, regarding client satisfaction that includes:
 - i) a procedure for a client to make complaints or raise concerns about services the client has received under this Contract,
 - ii) procedure that includes how the Contractor addresses and resolves such complaints or concerns, and
 - iii) a policy for when the Contractor shall notify the Department that it has received unsatisfactory client satisfaction, either through surveys or other complaints. The Contractor shall notify the Department, within fifteen (15) days of any unsatisfactory results, that technical assistance is required to assist the Contractor with developing and implementing a plan to achieve client satisfaction with services rendered under this Contract.
- b) Develop client satisfaction tools and results that must be documented by the Contractor and provided to the Department upon request. The Contractor must develop evaluation methods to annually receive feedback, assess client satisfaction with services received, and solicit suggestions for program improvement. Such methods may include, but not be limited to:
 - i) client satisfaction surveys or interviews;
 - ii) participation in any Department required client surveys;

- iii) suggestion box or other client input mechanism; and
- iv) focus groups or public meetings.

SECTION B

Budget

Contract ID: DPH20240113POS

Contract Begin Date: 2023-09-01

Supplier Name: TOWN OF
FAIRFIELD

Contract Expire Date: 2025-06-30

Funding Period: 1
2023-09-01 2025-06-30

Account Number and Description	SID	Project	IMMUN	Justification	Total Budget
Program Code Details			LOC:	LOC:	
Budget Amount					
4000 INCOME			143,667.00		143,667.00
- 4100 CONTRACT FUNDING			143,667.00		143,667.00
- 4102 Federal/Other Funds	29591	DPH29591COVID19	92,094.00		92,094.00
- 4102 Federal/Other Funds	29654	DPH29654602C521	51,573.00		51,573.00
5000 DIRECT EXPENSES			143,667.00		143,667.00
- 5100 SALARIES			90,772.00		90,772.00
- 5101 Staff Salaries & Wages			90,772.00		90,772.00
- 5200 FRINGE BENEFITS			1,316.20		1,316.20
- 5400 CONTRACTUAL SERVICES			35,000.00		35,000.00
- 5440 Other Contractual (narrative)			35,000.00	Media Marketing subcontractor TBD to develop and distribute vaccination education and clinic promotion.	35,000.00
- 5600 MATERIALS AND SUPPLIES			3,578.81		3,578.81
- 5605 Printing, Publication & Reprod			3,578.81	Paper, ink and toner, envelopes for printing and distribution of immunization education and promotional materials.	3,578.81
- 5900 OTHER EXPENSES			13,000.00		13,000.00
- 5911 Printing & Advertising			13,000.00	Printing and distribution of vaccination education information and	13,000.00

				vaccination clinic information.	
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME			143,667.00		143,667.00
- TOTAL EXPENSES			143,667.00		143,667.00
- EXCESS / SHORTAGE			0		0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING PERCENTAGE			100		100
- A&G PERCENTAGE			0		0

Salary Detail

Position Title	Degree / License	Rate Per Hour	Total Hours Per Week	Weeks Per Year (if <1 year)	Base Annual Salary (scheduled wages only)	Fringe Benefits %	Annual Fringe Benefits	Total Reported Expense	Justification
Immunization Support Nurse	RN	35.023	16	95	53,235.00	1.45	771.91	54,006.91	RN to support vaccination efforts and to provide community outreach and education.
Community Health Worker	Other	24.958	16	94	37,537.00	1.45	544.29	38,081.29	To support vaccination efforts and to provide community outreach and education.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

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

B. Client-Related Safeguards.

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

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806.
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this

Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the Department of Public Health or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:

- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
- (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

4. **Federal Funds.**

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109- 171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation:
 - (1) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or

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

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

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

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly

exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

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

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

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

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

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

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

11. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
 - (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
 - (2) liabilities, damages, losses, costs and expenses, including but not limited to,

attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning

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

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

- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under

this Contract or the general aggregate limit shall be twice the occurrence limit;

- (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
- (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

13. Sovereign Immunity. The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

15. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and

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

16. Representations and Warranties. Contractor shall:

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

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

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

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours,

after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a- 701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

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

21. Litigation.

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

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

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- (c) The Agency may amend this Contract to reduce the contracted amount of compensation

if:

- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

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

whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.13, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its

term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.

- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

Note: The following provisions in this section do not apply if the Contractor is a municipality, political subdivision of the State, or a quasi-public agency: 5(i), 9, 11, 12, and 13.

1. **Health Insurance Portability and Accountability Act of 1996.** Notwithstanding the language in Part II, Section E.1(c) of this Contract, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

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

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions.

- (1) "Breach" shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful

effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.

- (14) In the event that an Individual requests that the Business Associate
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set
- (15) the Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (16) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (17) Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - (a) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - (b) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - (c) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.

- (d) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - (e) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
 - v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
 - vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
 - vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications' requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for

the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - i. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the

Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(I) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:

- i. who are active in the daily affairs of the enterprise,
 - ii. who have the power to direct the management and policies of the enterprise, and
 - iii. who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n
- (10) “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- (b) For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is:
 - (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract,
 - (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267,
 - (3) the federal government,
 - (4) a foreign government, or
 - (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (c)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - (2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission;
 - (3) The Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) The Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a- 68f and 46a-86; and

- (5) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi- public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi- public agency projects.
- (d) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (g) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (h) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
- (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this

Section and C.G.S. § 46a-56.

- (i) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (j) **Nondiscrimination Certification.** Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line:

Signature (Authorized Official)

6. Freedom of Information.

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

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](#)"

10. Summary of Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
- (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

11. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the

Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (a) That no gifts were made by:
 - (1) the Contractor,
 - (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (b) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (c) That the Contractor submitted bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Iran Energy Investment Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

14. Access to Data for State Auditors. The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. **State Business-Related Call Center and Customer Service Work.** Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.
16. **Consumer Data Privacy and Online Monitoring.** Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.
17. **Consulting Agreements Representation.** Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former state employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

[X] Original Contract
(#DPH20240113POS)
[] Amendment # _____
(For Internal Use Only)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the dates written below.

SIGNATURES AND APPROVAL

Contractor (Corporate/Legal Name of Contractor): Town of Fairfield

Contractor Legal Representative

(if applicable)

Contractor Authorized Signatory:

Signature (Authorized Official)

Signature (Authorized Official)

(Typed Name and Title of Authorized Official)

(Typed Name and Title of Authorized Official)

Date

Date

Agency: Connecticut Department of Public Health

Agency Office of General Counsel

(if applicable):

Agency Authorized Signatory:

Signature (Authorized Official)

Signature (Authorized Official)

(Typed Name and Title of Authorized Official)

(Typed Name and Title of Authorized Official)

Date

Date

Connecticut Attorney General (Approved as to form):

Part I of this Contract having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 6/29/2023, as may be amended from time to time.

Signature (Authorized Official)

Date

Typed/Printed Name and Title of Authorized Official

Town of Fairfield
Grant Application Request

Date: March 28, 2023

Requesting Department: Health

1. Grant Name:

CDC Immunization and Vaccines for Children COVID-19 Supplements Grant

2. Grant Request:

\$143,667.00

3. Anticipated Town Share:

None

4. Purpose of Grant:

This CDC Grant is intended to enhance local health department efforts to immunization activities and media campaigns to help educate Connecticut residents on the importance of vaccinations in the mitigation of serious illness. The funding will support routine vaccinations, influenza and COVID-19 vaccinations.

5. Town Interest:

The funding provided by this grant will enable the expansion of local vaccination efforts during the project period of 9/30/23 to 6/30/25. This funding will support staffing, supplies, software, media costs for vaccination clinics and educational efforts.

6. Estimated Additional Long-Range Costs:

None.

Print Name:

Sands Cleary

Signature:

[Signature]

CFO Recommendation:

Approve

Deny

Signature:

[Signature]

First Selectman:

Approve

Deny

Signature:

[Signature]

**Town of Fairfield
Financial Impact Statement**

Requesting Department: Health

Project/Grant: CDC Immunization and Vaccines for Children COVID-19 Supplements Grant

Proposed Special Appropriation Amount: 143,667.00

Proposed Funding:

Bonding	<u>0.00</u>
Grant	<u>143,667.00</u>
Contingency	<u>0.00</u>
Other	<u>0.00</u>
\$	<u>143,667.00</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

**List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.**

EXPENDITURE CATEGORY:

**FOR BRACKETS USE NEGATIVE SIGN
BEFORE NUMBER**

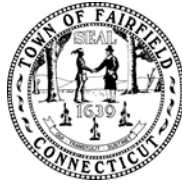
**(POSITIVE IMPACT) /
NEGATIVE IMPACT**

**Attachment
#**

SALARIES & BENEFITS	<u>0.00</u>	<u></u>
PROFESSIONAL SERVICES	<u>0.00</u>	<u></u>
CONTRACTED SERVICES	<u>0.00</u>	<u></u>
REPAIRS & MAINTENANCE	<u>0.00</u>	<u></u>
UTILITIES	<u>0.00</u>	<u></u>
OTHER	<u>0.00</u>	<u></u>
DEBT SERVICE (1st year)	<u>0.00</u>	<u></u>
TOTAL IMPACT ON EXPENDITURES	<u>\$ 0.00</u>	<u></u>

COMMENTS:

PREPARED BY: Sands Cleary **DATE:** Mar 28, 2023



Town of Fairfield

Health Department

Sands L. Cleary
Director of Health

725 Old Post Road
Fairfield, CT 06824
203-256-3030 (phone)
203-254-8850 (fax)

TO: Board of Selectmen, Board of Finance, RTM

FROM: Sands Cleary, Director of Health

SUBJECT: Request from the Director of Health for an increase in the estimated revenue for State Grants in the amount of \$152,729.00 to cover the cost of Fairfield's continued efforts to further Fairfield Health Department's workforce development by retaining staff. Resolved that the First Selectman is authorized to make, execute, and approve on behalf of the Town of Fairfield, any and all contracts or amendments thereof with the State of Connecticut Department of Public Health (DPH) to conduct activities described in the Public Health Workforce Development and Infrastructure Grant. These costs are 100% reimbursable.

DATE: November 28, 2023

- I. **Background:** The Health Department is applying for Public Health Workforce Development and Infrastructure Grant (Workforce Development), with a project period of November 1, 2023 to November 30, 2027. The Workforce Development Grant will help retain current grant funded health department staff. The funding provided by this grant will improve the functioning of the department through conducting quality improvement on new and existing systems and processes.
- II. **Purpose & Justification:** This grant is designed to promote public health workforce development and infrastructure improvements allowing recipients to create new positions or to retain staff in other grant funded positions. This can include new investments in new and existing workforce engagement, well-being and other related programs and services.
- III. **Detailed Description of Proposal:** These funds will support one full time staff. All funding will go toward personnel costs, fringe benefits and office supplies with no durable materials or equipment being purchased.

Proposed Budget

Salary and Wages	One FT Health Department Specialist	\$115,430.00
Fringe Benefits		\$37,226.00
Office Supplies		\$73.00
Total		\$152,729.00

- IV. **Reliability of Estimated Cost:** Cost estimates were calculated in a manner similar to the numerous other grants the department has received and continues to manage. The department in conjunction with the Human Resources and Finance Department develops cost estimates. The Finance Department reviews the final application, the contract and all expenditure reports, as does the State Department of Public Health.
- V. **Increased Efficiency:** This funding source will provide the opportunity to grant funded staff who aided in the COVID-19 response. These funds will enable planning and implementation of improved systems for the department.
- VI. **Additional Long-Range Costs:** We do not anticipate and long-range costs as all funds will be used to cover personnel cost with no materials or equipment will be purchased with these funds. Once the grant project period concludes all positions will end.
- VII. **Additional Use or Demand on Existing Facilities:** We do not anticipate additional burdens to be placed upon existing facilities, service labor, utilities, etc. as a result of this request. Adequate facilities/office space is available to support the staff of this grant.
- VIII. **Alternates to this request:** This is the primary funding source available to local health departments to increase the public health workforce and infrastructure. If these funds were not obtained the work would fall to existing Health Department staff.
- IX. **Safety and Loss Control:** Same considerations/precautions as other office based staff currently employed by the Health Department.
- X. **Environmental Considerations:** None.
- XI. **Insurance:** No effect on insurance rates.
- XII. **Financing:** There are no matching funds required for this grant. In addition, there are no capital or equipment expenditures to be financed, nor any ongoing maintenance costs. The cost of activities to be provided by this grant consist of personnel costs only all of which will be funded by the Workforce Development grant. Once the grant period concludes, all Workforce Development grant funded positions will end (coordinated with HR).
- XIII. **Other Considerations:** N/A.
- XIV. **Other Approvals:** Board of Selectmen, Board of Finance and RTM.

**DEPARTMENT OF PUBLIC HEALTH
CONTRACTS MANAGEMENT SECTION**
410 Capitol Avenue, Hartford, CT 06134

Contract Summary

	ORIGINAL <input checked="" type="checkbox"/> AMENDMENT <input type="checkbox"/>	CONTRACT NUMBER DPH20240114PSA	
NAME OF CONTRACTOR	Town of Fairfield		
SOURCE OF FUNDING Public Health Infrastructure Grant Program	DPH PROGRAM Public Health Workforce Development	PROGRAM STAFF Susan Hacking	
CONTRACT PERIOD	(From - To) November 01, 2023 to November 30, 2027	CONTRACT TOTAL	\$152,729.00
BRIEF DESCRIPTION OF SERVICE	Contractor shall: 1. Retain public health staff.		
If Amendment, amount of Amendment and reason for Amendment.	N/A		
What organizations are these funds going to	Funds remain with the Contractor		

PERSONAL SERVICE AGREEMENT
CO-802A REV. 2/08 (electronic version)

**STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER**

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

DPH20240114PSA

CONTRACTOR	(3) CONTRACTOR NAME Town of Fairfield		(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S.
	ADDRESS 725 Old Post Road, Fairfield, CT. 06824		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CONTRACTOR FEIN/SSN- SUFFIX 06-6001998
STATE AGENCY	(5) AGENCY NAME AND ADDRESS State of Connecticut, Department of Public Health MS#13 GCT, 410 Capitol Ave., PO Box 340308, Hartford, CT 06134-0308			
CONTRACT PERIOD	(6) DATE (FROM) 11/01/23	THROUGH (TO) 11/30/27	(7) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input checked="" type="checkbox"/> CONTRACT AWARD NO. #20240114 <input type="checkbox"/> NEITHER	
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT.)			(8) REQUIRED NO. OF DAYS WRITTEN NOTICE 90
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) A. Town of Fairfield, hereinafter the "Contractor", shall provide services to the Department of Public Health, hereinafter the "Department" or "Agency", as described in this Agreement.			
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Payment shall be made according to the schedule in Section H.2 of this Contract. The total amount of this Contract shall not exceed \$152,729.00			

(11) OBLIGATED AMOUNT

\$152,729.00

(12) AMOUNT	(13) FUND	(14) DEPARTMENT	(15) SID	(16) PROGRAM	(17) ACCOUNT	(18) CHARTFIELD	(19) PROJECT/ GRANT	(20) BUDGET REFERENCE	(21) CFDA
\$152,729.00	12060	DPH48560	23186	42006	51230	161102	DPH23186WFD	2023	93.967

An Individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(22) STATUTORY AUTHORITY CGS §§ 4-8, 19a-2a
----------------------------------	-------------------------------------------------------

The Contractor herein IS NOT a Business Associate under HIPAA

(23) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(24) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(25) DEPARTMENT OF PUBLIC HEALTH LEGAL OFFICE	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		

This PSA having been reviewed and approved, as to form, by the Connecticut Attorney General, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the Connecticut Attorney General dated 6/29/2023, as may be amended from time to time.

TERMS/CONDITIONS

EXECUTIVE ORDERS AND OTHER ENACTMENTS

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

NON-DISCRIMINATION

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

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56, provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56, provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) signing this nondiscrimination affirmation on the following line: _____

INSURANCE Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

STATE LIABILITY The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

B. Definitions:

1. **Breach:** except as otherwise defined in Section NN herein, the term breach shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
2. **Centers for Disease Control and Prevention (CDC):** a federal agency that conducts and supports health promotion, prevention, and preparedness activities in the United States, with the goal of improving overall public health.
3. **Claims:** all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
4. **Contractor Parties:** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
5. **Financial Incentives:** payments or concessions to Contractor's staff that may include retention or other bonuses, promotional pay, overtime or differential pay, student loan repayment, benefit increases, and licensing or other professional fee reimbursements.
6. **Notice of Funding Opportunity: Strengthening U.S. Public Health Infrastructure, Workforce, and Data System, CDC-RFA-OE22-2203 (NOFO):** the funding source and guiding document issued by the CDC Center for Surveillance, Epidemiology, and Laboratory Services for funds issued to state and local health departments to support public health workforce development, infrastructure and data systems.
7. **Public health staff or workforce:** Contractor's staff, whether employees or contractors, engaged by the Contractor within a broad range of public health positions in public health topic areas.
8. **Strengthening U.S. Public Health Infrastructure, Workforce, and Data System Funds:** the funds awarded from the CDC to state and local health departments through its Public Health Infrastructure Grant Program to support public health workforce development, infrastructure and data systems.

C. Workforce Strengthening Activities:

1. Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems Funds shall be used by the Contractor to perform the following key activities:
 - a. Retain public health staff.
2. The Contractor shall implement the key activities in accordance with the Activity Plan in **Section D.**

D. Activity Plan:

The Contractor shall conduct the following activities and include the reporting requirements details in the reports required under **Section F.**

- a. Retain public health staff.

Activity	Reporting Requirements
1. Transition Contractor's staff from other funding source(s) to funding under this grant.	Number of employees transferred to this grant and compensation allocated for each.

E. Funding restrictions. In addition to the terms and conditions set forth in this Contract, the Contractor shall use the funds in accordance with the guidelines set forth in the NOFO and abide by all funding restrictions therein. The NOFO and all supporting documents may be accessed at <https://www.grants.gov/web/grants/view-opportunity.html?oppld=340034>.

F. Reports and Report Schedule:

1. The Contractor shall submit to the Department periodic program reports that include the reporting requirements established in Section D for each activity, in the format(s) provided by the Department, in accordance with the following schedule:

FUNDING PERIOD ONE: November 01, 2023 TO November 30, 2027

REPORTING PERIOD	REPORTS DUE BY
November 01, 2023 through June 30, 2024	July 31, 2024
July 01, 2024 through June 30, 2025	July 31, 2025
July 01, 2025 through June 30, 2026	July 31, 2026
July 01, 2026 through June 30, 2027	July 31, 2027
July 01, 2027 through November 30, 2027	December 31, 2027
FINAL CUMULATIVE REPORT	January 15, 2028

2. The Contractor shall submit to the Department via Core-CT Expenditure Reports in accordance with the following schedule:

FUNDING PERIOD ONE: November 01, 2023 TO November 30, 2027

REPORTING PERIOD	REPORTS DUE BY
November 01, 2023 through June 30, 2024	July 31, 2024
July 01, 2024 through June 30, 2025	July 31, 2025
July 01, 2025 through June 30, 2026	July 31, 2026
July 01, 2026 through June 30, 2027	July 31, 2027
July 01, 2027 through November 30, 2027	December 31, 2027
FINAL CUMULATIVE REPORT	January 15, 2028

3. The Contractor shall provide separate Expenditure Reports for each budgeted program or site separately identified on the Budget(s) included in this Contract. For purposes of this Section F, "Expenditure Reports" shall mean all required forms in the Budgeting Portal in Core-CT.
4. The Contractor's last programmatic and Expenditure Reports for each Contract Reporting Period shall be cumulative for the entire Contract term (hereinafter Final Reports) and due no later than forty-five (45) days after the completion of all scheduled work or the end of the Contract Funding Period, whichever occurs earlier.
5. The final cumulative financial report for the Contract Funding Period shall include reports of the subcontractor(s) including award amounts, and subcontractor(s) respective expenditures.
6. The final cumulative financial reports of the Contractor and subcontractor(s), for the Contract Funding Period, shall not include any unpaid obligations.
7. This section shall survive any Termination of the Contract or the Expiration of its term.

G. Budget and Funding:

1. The Contractor shall adhere to and expend funds in accordance with the budget in **Section ZZ**.

2. The Contractor shall obtain prior written approval from the Department for any expenditures that exceed a budget line item by more than 20%. In addition, the Contractor shall obtain prior written approval from the Department before reallocating any funds budgeted for one program or site to another program or site within a single budget.
3. The entirety of Strengthening U.S. Public Health Infrastructure, Workforce, and Data System Funds allocation will be paid to the Contractor by the Department upon contract execution. The Contractor shall submit a report to the Department according to the schedule outlined in Section F, with a list of all activities undertaken and funds allocated as required in this Contract. Reports shall include information for each Workforce Improvement Measure in Section D and any corresponding qualitative or quantitative measure(s) associated with each. Contractor shall report this information to the Department on standardized reporting forms provided by the Department or in another suitable format pre-approved in writing by the Department.
4. Contractor shall allocate the funds prior to end of the performance period, August 31, 2027. If Contractor does not allocate funds by this date, Contractor shall notify the Department of the amount of unallocated funds and submit a plan by September 15, 2027 to expend funds by November 30, 2027. If Contractor does not plan to expend funds by this date, Contractor shall notify the Department within ten (10) days of the close of the performance period of the amount of unexpended funds.
5. If any funds remain unexpended by November 30, 2027, the Contractor shall return such funds to the Department. Contractor shall only use funds provided under this contract to supplement and increase existing contractor funds for the activities in Section D. Contractor shall not use the funds to replace or supplant any funds budgeted for the Contractor from other sources.
6. This Contract includes federal financial assistance to the Contractor and therefore shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). See https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

H. Payments and Payment Schedule; Under-expenditures, Surplus or Excess Payments and Refunds:

1. **Maximum Payment:**
 - a. The total aggregate amount of payment made under this Contract shall not exceed \$152,729.00.
2. **Payment and Payment Schedule:** Payment shall be made according to the following schedule.

FUNDING PERIOD ONE: 11/01/2023 TO 11/30/2027

Payment #	Max. Amount	Payment Conditions	Not Before:
1	\$152,729.00	Upon receipt and approval by the Department of required documentation and execution of the contract	November 1, 2023

3. At the beginning of the term of this Contract, the initial payment, as authorized by the Payment Schedule above, shall be processed by the Department upon the Department's receipt and approval of Contractor's executed contract and any required documentation.
4. The Department shall notify the Contractor in writing if the Contractor's deliverables or reports are not approved, clearly stating the reason(s) the approval is being withheld and specifying what the Contractor must provide, consistent with the terms of this Contract, to obtain payment.
5. **Reimbursement:** If any payment under this Contract includes reimbursement of direct expenses, such payments made by the Department shall be processed only upon receipt and

approval by the Department of invoices and related documentation, as required and requested by the Department under this Contract.

6. **Under-expenditures:** When the Department's review of any financial report or on-site examination of a Contractor's financial records indicates that under-expenditure(s) is likely to occur by the end of a Contract year, the Department may alter the payment amounts for the balance of the Contract year after giving thirty (30) days' written notice to the Contractor.

7. **Surplus or Excess Payments; Refund:**

The Contractor shall:

- a. upon demand by the Department at the end of the Contract, remit in full to the Department any:
 - i. funds paid in excess of allowable budgeted costs, and
 - ii. unexpended funds.
- b. be liable for any Department program or financial audit exceptions and return to the Department those payments which have been disallowed upon completion of such audit by the Department or as provided under the provisions of this Contract, within the time specified by the Department in the written notice the Department will provide to the Contractor regarding such refund.

Section H shall survive any Termination of the Contract or the Expiration of its term.

- I. **Travel:** For travel, meal and similar expenses allowed by this Contract, the Contractor shall comply with the provisions of Travel Reimbursement Policy for the State of Connecticut, as such policy may be updated or amended periodically, and as found in the following references:

1. <http://portal.ct.gov/DAS/Business-Office/Employee-Travel-Information>, and
2. <http://www.osc.ct.gov/manuals/TravelProc/TravReimbFeb2017.xls>

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

- J. **Statutory and Regulatory Compliance:** The Contractor shall comply with all pertinent provisions of local, state, and federal laws and regulations applicable to the Contractor's program.
- K. **Sovereign Immunity:** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have, or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- L. **Contract Reduction:** The Department reserves the right to reduce the contracted amount of compensation at any time in the event that: (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; (2) the total amount budgeted by the State for the operation of the Department or Services provided under the program is reduced or made unavailable in any way; or (3) federal funding reductions result in reallocation of funds within the Department.

The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within thirty (30) calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the Contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor in writing of the termination date.

- M. Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("ADA") (<http://www.ada.gov/>) as amended from time to time, to the extent applicable, during the term of the Contract. The Department may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of the ADA and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- N. Contract Revisions and Amendments:**
1. No amendment to, modification of, or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
 2. No amendment may be made to a lapsed contract.
- O. Contractor Changes and Assignment:**
1. The Contractor shall notify the Department in writing:
 - a. at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - b. no later than ten (10) days from the effective date of any change in:
 - i. its certificate of incorporation or other organizational document;
 - ii. more than a controlling interest in the ownership of the Contractor; or
 - iii. the individual(s) in charge of the performance.
 2. No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Department, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Department's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Department in accordance with the terms of the Department's written request. The Department may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
 3. **Assignment:** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Department.
 - a. The Contractor shall comply with requests for documentation deemed to be appropriate by the Department in considering whether to consent to such assignment.
 - b. The Department shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Department receives all requested documentation.
 - c. The Department may void any assignment made without the Department's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Department for a Breach shall be without prejudice to the Department's or the State's rights or possible claims against the Contractor.

- P. Effective Date:** This Contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this Contract shall be deemed effective for the entire term specified above, unless otherwise terminated in accordance with the provisions of the Contract. This Contract may be amended pursuant to the Contracts Revisions and Amendments provision herein.
- Q. Cancellation and Recoupment:** This Agreement shall remain in full force and effect for the entire term of the Contract period, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the Contract during the term of the Contract.
1. The Department may immediately terminate the Contract in whole or in part:
 - a. whenever the Department makes a determination that such termination is in the best interest of the State;
 - b. in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets; or
 - c. in the event the health or welfare of any service recipients is endangered, and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients.
 2. The Department reserves the right to cancel the Contract without prior notice when the funding for the Contract is no longer available.
 3. The Department shall notify the Contractor in writing of such Contract Termination, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Upon receiving the Notice from the Department, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Department all records as identified in "Record Keeping and Access", unless otherwise instructed by the Department in writing, and take all actions that are necessary or appropriate, or that the Department may reasonably direct, for the protection of Clients and preservation of any and all property. Such records are deemed to be the property of the Department and the Contractor shall deliver them to the Department no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Department for the specified records, whichever is less.
 4. Resolution of any dispute concerning cancellation of the Contract shall be decided by the Department Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Department Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.
 5. The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the Contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this Contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this Contract or any other contract between the state and the Contractor.

- R. Prohibited Interest:** The Contractor warrants that no State appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- S. Record Keeping and Access:** The Contractor shall maintain books, records, documents, program and individual service records and evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect accountability, transparency, and adherence to results based outcomes in addition to accounting for all direct and indirect costs of any nature incurred in the performance of this Contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this Contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
- T. Indemnification:**
1. The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and (b) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other propriety rights of any person or entity, copyrighted or un-copyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
 2. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 3. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State of any other person or entity acting under the direct control or supervision of the State.
 4. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (a) a certificate of insurance, (b) the declaration page and (c) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) document to the Client Agency. Contractor shall

provide and annual electronic update of the three (3) documents to the Client Agency on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

5. This section shall survive the Termination of the Contract, and shall not be limited by reason of any insurance coverage.

- U. **Litigation:** The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the Contract.

The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

- V. **Program Cancellation:** Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

- W. **Utilization of Minority Business Enterprises:** It is the policy of the State that minority business enterprises should have the maximum opportunity to participate in the performance of government contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. 74.160 et seq. (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and C.G.S. §§ 13a-95a, 4a-60, to 4a-62, 4b-95(b), and 32-9e to carry out this policy in the award of any subcontracts.

- X. **Independent Capacity of Contractor:** The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor will act in an independent capacity and not as officers or employees of the State of Connecticut or the Department.

- Y. **Lobbying:** The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

- Z. **Delinquent Reports:** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable reports as defined in this Contract, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.

- AA. **Organizational Information, Conflict of Interest, IRS Form 990:** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Department's request provide copies of the following documents within ten (10) days after receipt of the request:

1. its most recent IRS Form 990 submitted to the Internal Revenue Service, and
2. its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

THIS PROVISION SHALL CONTINUE TO BE BINDING UPON THE CONTRACTOR FOR ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE TERMINATION OR CANCELLATION OF THE CONTRACT.

BB. Default by the Contractor:

1. If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this Contract, the Department may:
 - a. withhold payments until the default is resolved to the satisfaction of the Department;
 - b. temporarily or permanently discontinue services under the Contract;
 - c. assign appropriate state personnel to execute the Contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - d. require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - e. terminate this Contract;
 - f. take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this Contract or both; and
 - g. any combination of the above actions.
2. In addition to the rights and remedies granted to the Department by this Contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this Contract.
3. Prior to invoking any of the remedies for default specified in this paragraph, except if the Department deems that the health or welfare of service recipients is endangered, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this Contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the Commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the Commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.
4. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

CC. Non-enforcement Not to Constitute Waiver: No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

DD. Subcontracts: Approval must be obtained from the Department prior to entering into subcontracts for services described in this Contract. The subcontractor's identity, services to be rendered, and costs

shall be detailed in the Budget Detail of this Contract. No subcontractor may be used or expense under this Contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in this Contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this paragraph or any other paragraph of this Contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Department upon request. All subcontracts issued using funds from this Contract shall include provisions requiring such subcontractors to comply fully with all applicable terms and conditions of this original Contract. The Contractor shall be responsible for monitoring the fiscal and programmatic activities of any subcontractor. Reports of subcontractor activities and expenditures must be submitted in the format and at the times required by the Department.

EE. Audit and Inspection of Plant, Places of Business and Records:

1. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractors' Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
2. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents. For purposes of this provision, "Records" shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
3. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
4. The Contractor shall pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State. If the State does not receive payment within such time, the State may set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor.
5. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of:
 - i. final payment under this Contract, or
 - ii. the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
6. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

7. The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

FF. Confidential Information:

1. Definitions:

- a. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- b. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (i) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (ii) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (iii) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (iv) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or the State.

2. Protection of Confidential Information:

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

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

GG. Credits and Rights in Data:

- 1. Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.
- 2. "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, evaluation tools, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, promotional materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, pilot tests, teaching modules, PowerPoint presentations, digital and electronic materials, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

- HH. Facility Standards and Licensing Compliance:** The Contractor shall comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- II. Transition after Termination or Expiration of Contract:**
1. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Department determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
 2. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Department any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Department in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Department specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Department no later than sixty (60) days from the date that the Contractor receives Notice.
- JJ. Safeguarding Client Information:** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this Contract with all applicable federal and state law concerning confidentiality.
- KK. Reporting of Client Abuse or Neglect:** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services for the State); and C.G.S. § 17a-412 (relative to elderly persons).
- LL. Suspension or Debarment:** Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
1. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 2. Is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses.
 3. Has not within a three year period preceding this Agreement had one or more public transactions terminated for cause or fault.
- Any change in the above status shall be immediately reported to the Department.
- MM. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commissioner:**
1. **Choice of Law and Choice of Forum:** The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government, where applicable, and agrees that this

Contract shall be construed and interpreted in accordance with Connecticut law and Federal law, where applicable.

2. **Settlement of Disputes:** Any dispute concerning the interpretation or application of this Contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the Contract.
3. **Office of the Claims Commissioner:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

NN. Health Insurance Portability and Accountability Act of 1996: Notwithstanding the language in subsection 3 of this Contract Section, the language below is not applicable if the Agency is not a Covered Entity for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). However, if the Agency becomes a Covered Entity in the future and if the Contractor accordingly becomes a Business Associate, Contractor will comply with the terms of this Section upon written notice from the Agency that the Agency is a Covered Entity.

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

1. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
2. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
3. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
4. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
5. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the "HIPAA Standards").
6. **Definitions:**
 - a. **"Breach"** shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - b. **"Business Associate"** shall mean the Contractor.
 - c. **"Covered Entity"** shall mean the Agency of the State of Connecticut named on page 1 of this Contract.

- d. **“Designated Record Set”** shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- e. **“Electronic Health Record”** shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- f. **“Individual”** shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- g. **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- h. **“Protected Health Information” or “PHI”** shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. §160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- i. **“Required by Law”** shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- j. **“Secretary”** shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. **“More stringent”** shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- l. **“This Section of the Contract”** refers to the HIPAA Provisions stated herein, in their entirety.
- m. **“Security Incident”** shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- n. **“Security Rule”** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- o. **“Unsecured protected health information”** shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

7. **Obligations and Activities of Business Associates:**

- a. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- b. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- c. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- d. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- e. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- f. Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives,

maintains or transmits PHI on behalf of the Business Associate, agrees to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- g. Business Associate agrees to provide access, (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- h. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- j. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- k. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (7)(j) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- l. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- m. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- n. In the event that an Individual requests that the Business Associate:
 - i. restrict disclosures of PHI;
 - ii. provide an accounting of disclosures of the Individual's PHI;
 - iii. provide a copy of the Individual's PHI in an electronic health record; or
 - iv. amend PHI in the Individual's designated record set;the Business Associate agrees to notify the Covered Entity; in writing, within five (5) business days of the request.

- o. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without:
 - i. the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - ii. the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- p. Obligations in the Event of a Breach.
 - i. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - ii. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - iii. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1) A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3) The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4) A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5) Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164.412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
 - iv. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive

of (7)(p)(iii) of this Section and determine whether, in its opinion there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.

- v. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- vi. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- vii. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

8. Permitted Uses and Disclosure by Business Associate:

- a. **General Use and Disclosure Provisions:** Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. **Specific Use and Disclosure Provisions:**
 - i. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

9. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 10. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- 11. **Term and Termination:**
 - a. **Term:** The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with subsection (7)(j) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - b. **Termination for Cause:** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - c. **Effect of Termination:**
 - i. Except as provided in subsection (11)(b) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with subsection (7)(j) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This subsection shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- 12. **Miscellaneous Sections:**

- a. **Regulatory References:** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment:** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.
- c. **Survival:** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- d. **Effect on Contract:** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- e. **Construction:** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- f. **Disclaimer:** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- g. **Indemnification:** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

00. **Campaign Contribution Restriction:** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10: [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations](#)."

PP. **Whistleblowing:** This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial

District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

QQ. Summary of Ethics Laws: Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes:

- a. the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract;
- b. the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law;
- c. prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law;
- d. failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and
- e. each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

RR. Large State Contract Representation for Contractor. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

1. That no gifts were made by:
 - a. the Contractor,
 - b. any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or
 - c. any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to
 - i. any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or
 - ii. any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
3. That the Contractor submitted bids or proposals without fraud or collusion with any person.

SS. Large State Contract Representation for Official or Employee of State Agency: Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the

selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

TT. Iran Energy Investment Certification:

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

UU. Access to Data for State Auditors: The Contractor shall provide to OPM access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and OPM that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

WV. State Business-Related Call Center and Customer Service Work. Pursuant to subsection (h) of section 31-57aa of the Connecticut General Statutes, Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

WW. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

XX. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Linda Brigham, Grants Management Specialist

Centers for Disease Control and Prevention

Office of Grants Services

2939 Flowers Road, MS TV-2

Atlanta, GA 30341

Telephone: 678.475.4904

Fax: 770-488-2640 (Include "Mandatory Grant Disclosures" in subject line)

Email: srq9@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

This mandatory disclosure requirement must be included in all subawards and contracts under this award.

YY. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former state employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

ZZ. Approved Budget

Contract ID: DPH20240114PSA

Contract Begin Date: 2023-11-01

Supplier Name: TOWN OF
FAIRFIELD

Contract Expire Date: 2027-11-30

Funding Period: 1 2023-11-01 2027-11-30

Account Number and Description	SID	Project	WFD	Justification	Total Budget
Program Code Details			LOC:	LOC:	
Budget Amount					
4000 INCOME			152,729.00		152,729.00
- 4100 CONTRACT FUNDING			152,729.00		152,729.00
- 4102 Federal/Other Funds	23186	DPH23186W FD2023	152,729.00		152,729.00
5000 DIRECT EXPENSES			152,656.18		152,656.18
- 5100 SALARIES			115,430.00		115,430.00
- 5101 Staff Salaries & Wages			115,430.00		115,430.00
- 5200 FRINGE BENEFITS			37,226.18		37,226.18
7000 INDIRECT EXPENSES			72.825		72.825
- 7100 ADMINISTRATIVE & GENERAL			72.825		72.825
- 7150 All Other A&G			72.825	Office supplies needed for staff.	72.825
Budget Total					
INCOME / EXPENSE SUMMARY					
- TOTAL INCOME			152,729.00		152,729.00
- TOTAL EXPENSES			152,729.00		152,729.00
- EXCESS / SHORTAGE			0		0
CONTRACT MANAGEMENT INFO					
- CONTRACT FUNDING PERCENTAGE			100		100
- A&G PERCENTAGE			0.048		0.048

AAA.

(Space intentionally left blank)

Salary Detail

Position Title	Degree / License	Rate Per Hour	Total Hours Per Week	Weeks Per Year (if <1 year)	Base Annual Salary (scheduled wages only)	Fringe Benefits %	Annual Fringe Benefits	Total Reported Expense	Justification
Community Health Associate	BA/BS	34	35	52	61,880.00	32.25	19,956.30	81,836.30	Position will transferred to this grant once ELC 2 runs outs.Full-time employee working in Community Health division. First year.
Community Health Associate	BA/BS	34	35	45	53,550.00	32.25	17,269.88	70,819.88	Retain full-time employee working in Community Health division. Second year.

(Space intentionally left blank)

Town of Fairfield
Grant Application Request

Date: March 28, 2023

Requesting Department: Health

1. **Grant Name:**

Public Health Workforce Development and Infrastructure Grant from the CT Department of Public Health

2. **Grant Request:**

\$152,728.79

3. **Anticipated Town Share:**

None

4. **Purpose of Grant:**

This CDC Grant is designed to promote public health workforce development and infrastructure improvements allowing recipients to create new positions or to retain staff in other grant funded positions. This can include new investments in new and existing workforce engagement, well-being and other related programs and services.

5. **Town Interest:**

The funding provided by this grant will improve the functioning of the department through conducting quality improvement on new and existing systems and processes.

6. **Estimated Additional Long-Range Costs:**

None. All funds will be provided to the Town during year one and can be used during the 5-year grant performance period of 12/1/2022 to 11/30/2027.

Print Name: Sands Clarry

Signature: 

CFO Recommendation: Approve Deny

Signature: 

First Selectman: Approve Deny

Signature: 

**Town of Fairfield
Financial Impact Statement**

Requesting Department: Health

Project/Grant: Public Health Workforce Development and Infrastructure Grant from the CT Department of Public Health

Proposed Special Appropriation Amount: 152,728.79

Proposed Funding:

Bonding	<u>0.00</u>
Grant	<u>152,728.79</u>
Contingency	<u>0.00</u>
Other	<u>0.00</u>
	<u>\$ 152,728.79</u>

ANNUAL FINANCIAL IMPACT ON OPERATING BUDGET (GENERAL FUND):

**List any financial impact your request will have on the Town's annual operating budget.
Attach spreadsheet(s) showing your calculation of the estimated impact.**

EXPENDITURE CATEGORY:	**FOR BRACKETS USE NEGATIVE SIGN BEFORE NUMBER**	(POSITIVE IMPACT) / NEGATIVE IMPACT	Attachment #
SALARIES & BENEFITS		<u>0.00</u>	<u></u>
PROFESSIONAL SERVICES		<u>0.00</u>	<u></u>
CONTRACTED SERVICES		<u>0.00</u>	<u></u>
REPAIRS & MAINTENANCE		<u>0.00</u>	<u></u>
UTILITIES		<u>0.00</u>	<u></u>
OTHER		<u>0.00</u>	<u></u>
DEBT SERVICE (1st year)		<u>0.00</u>	<u></u>
TOTAL IMPACT ON EXPENDITURES		<u>\$ 0.00</u>	<u></u>

COMMENTS:

PREPARED BY: Sands Cleary **DATE:** Mar 28, 2023

Memorandum

To: Board of Selectmen

From: Mark Barnhart, Director of Community & Economic Development

Date: November 30, 2023

Re: 376 Quincy Street, Parkview Commons (Navy Housing)

On behalf of the Affordable Housing Committee, I am requesting your approval of the proposed purchase acquisition of 376 Quincy Street within the Parkview Commons development. The Town was the successful bidder at a foreclosure sale held on November 18, 2023, prompting this referral for your consideration and action.

The Affordable Housing Committee considered and voted unanimously to approve the proposed purchase of this property and to authorize the use of the Housing Trust Fund for this purpose at its meeting of October 12, 2022. The Board of Selectmen subsequently authorized the purchase and use of the Housing Trust Fund at its meeting of October 17, 2022 following an executive session with the Town Attorney.

Background:

The Town of Fairfield first acquired what was then known as the “Navy Housing” property in 2004 from the United States government. At the time of acquisition, the property consisted of twenty-eight (28) single-story, range-style homes, that were originally built to house military personnel and their dependent families. In 2006, the Town sub-divided the property and later sold 22 of the units as affordable homeownership units to qualified buyers. The units remain subject to resale price restrictions and ownership is limited to households earning not more than 80% of the Bridgeport-Fairfield area median income. The deed restrictions provide the Town with a limited right of first refusal to re-purchase the properties if offered for sale.

For the last few years, the Town has been pursuing redevelopment of this site in an effort to both preserve and add to our inventory of affordable homeownership units as well as to address long-standing flood compliance concerns. The plan entails the assemblage of several parcels as the first

step in multi-phased redevelopment plan. The existing units, which are quite dated and energy inefficient, would be demolished, and new duplex/triplex units would be built in their place at the proper flood elevation.

Beginning in 2020, the Town purchased 350 Quincy Street, which was followed by the acquisitions of #362, #385 and #409 Quincy, within the same development, using funds from the newly-established Housing Trust Fund. #376 Quincy was identified then as a potential acquisition target, should it become available, given its proximity to the other properties.

The Town issued a request for qualifications earlier this year (RFQ 2024-13) to identify potential development partners, and issued a notice of award to Habitat for Humanity of Coastal Fairfield County. The Town and Habitat are working to finalize a proposed development agreement that would further define the redevelopment goals, expected timetable and respective obligations of each party. I expect to present this proposed development agreement for the Board's review and approval in January.

The subject property has been in foreclosure for some time, but action had been stayed pending resolution of multiple bankruptcy filings. The Court scheduled a sale on November 18, 2023, at which the Town was the successful bidder. The Town's bid of \$273,000 is pending approval by the Court, but following such approval, the Town would have thirty (30) days with which to close. A copy of the sales agreement and court-ordered appraisal are attached for your reference.

The proposed acquisition requires final approval by the Representative Town Meeting. The Town Plan & Zoning Commission considered and voted unanimously to recommend the proposed acquisition at its meeting of November 15, 2022.

I would welcome the opportunity to discuss this proposal and to respond to any questions the Board may have. Thank you again for your consideration.

**SALES AGREEMENT —
FORECLOSURE**

JD-CV-88 Rev. 3-11
June Special Session, Public Act No. 10-1

**STATE OF CONNECTICUT
SUPERIOR COURT**
www.jud.ct.gov

Name of case (Plaintiff v. Defendant)	Judicial District	Docket number
CitiMortgage, Inc. v. Muhanad Malas, et. al.	Fairfield at Bpt	CV-18-6078495-S
Seller/Committee's name		Juris number
Dennis J. Kokenos		425000
Seller/Committee's address		Telephone number
657 Orange Center Road		(203) 864-4687
Buyer's name		Telephone number
<u>Town of Fairfield</u>		
Buyer's address		
<u>725 Old Post Road Fairfield, CT 06824</u>		
Property Address/Location (Attach a detailed description of the property and label it "Attachment A")		
376 Quincy Street Fairfield, Ct 06824		
Deposit paid by Buyer to Seller in the form of a certified check or bank check:		
Thirty - One Thousand and 00/100 Dollars		(\$ 31,000.00)

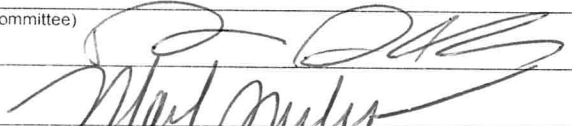

A. In consideration of:

1. the deposit paid by the Buyer to the Seller, and
2. on or before 30 days after the approval of the sale, the Buyer paying the seller the additional amount of: Two Hundred Forty Two Thousand (\$ 242,000) in cash or by certified check, and
3. the Buyer assuming and agreeing to pay all outstanding taxes, water and sewer charges and assessments due the town where the property is situated and the Buyer agreeing that there will be no adjustments to the purchase price for the outstanding taxes, water and sewer charges and assessments;
4. the buyer agreeing that at the closing, he or she shall provide the Committee with a certified or bank check, payable to the Clerk of the Superior Court, for the balance of the purchase price;
5. the buyer agreeing that within 30 days of the closing, he or she will record the committee deed;
6. the Buyer and Seller agreeing that:
 - a. the sale is to be free and clear of the lien being foreclosed and of all subsequent claims the holders of which are bound by this action, but subject to all prior interests and subject to building, building line and zoning regulations of the town where the property is situated and any and all provisions of any public or private law; and
 - b. the sale is subject to the Seller obtaining the approval of the Superior Court, subject to building, building line and zoning regulations of the town in which the property is situated and any and all provisions of any public or private law; and agreeing that if the approval is not obtained, this agreement shall be null and void and the deposit will be returned to the Buyer; and
 - c. the Seller has made no representations regarding the condition of the premises or the quality of title except as otherwise stated in this agreement and that the buyer is purchasing the premises in its "as is" condition; and
 - d. the title will be transferred within thirty (30) days from
 - i. the date of approval of the sale by the Superior Court, or
 - ii. the date of the final determination of any appeal from such approval, or
 - iii. any other time the Court may order; and
 - e. if the Buyer fails to make any of the payments required by this agreement, the Court may order the Buyer to lose all claims to the property and all money paid under this agreement;

B. The Seller will, within 30 (thirty) days of:

1. the sale being approved by the Superior Court, or
2. the date of the final determination of any appeal from such approval, or
3. at any other time ordered the Court,

give to the Buyer a good and sufficient Committee's Deed containing the usual covenants in such deeds, for the property described above and in Attachment A.

Signed (Seller/Committee)	Date
	11/18/2023
Signed - Buyer	Date
	11/18/2023

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA/

DOCKET NO. : SUPERIOR COURT
: J.D. OF BRIDGEPORT
CITIMORTGAGE, INC.
VS. : AT BRIDGEPORT
MUHANAD MALAS, ET AL. : March 20, 2023

OATH OF APPRAISER

I, Susan C. Marra, Certified Appraiser for CADRE Group, LLC, being duly sworn, depose and say:

1. I am licensed and certified by the State of Connecticut as a real estate appraiser.
2. I am familiar with real estate property values in the Town of Fairfield.
3. At the request of the Plaintiff, my firm, CADRE Group, LLC, performed an appraisal of the property known as: 376 Quincy Street, Fairfield, CT 06824-6635, (the "subject property").
4. I am the Supervisory Appraiser on the appraisal report concerning the subject property with an effective date of March 17, 2023. CADRE Group, LLC is of the opinion that the property therein described has a value as follows:

Value of Land:	\$0
Value of Building:	\$310,000
Total Value of Property:	\$310,000

Effective as of: March 17, 2023

5. We request a fee of \$335 for the appraisal services rendered.



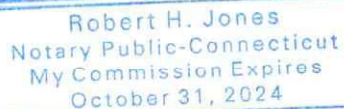
Susan C. Marra
License Number # RCR.0000895
Address: CADRE Group, LLC
60 Katona Drive, Suite 27
Fairfield, CT 06824

Dated: March 20, 2023

Subscribed and sworn to before me this 20th day of March, 2023.



Notary Public
My Commission Expires:



Robert H. Jones
Notary Public-Connecticut
My Commission Expires
October 31, 2024

CADRE GROUP, LLC
COMPREHENSIVE ANALYSIS & DIRECTION/REAL ESTATE

21-04452CT
File No. 23031601

APPRAISAL OF



SINGLE FAMILY RESIDENCE

LOCATED AT:

376 Quincy Street
Fairfield, CT 06824-6635

FOR:

MCCALLA RAYMER LEIBERT PIERCE, LLC
50 WESTON STREET
HARTFORD, CT, 06120

BORROWER:

Malas

AS OF:

March 17, 2023

BY:

Richard J. Massa
CORPORATE OFFICE 60 KATONA DRIVE SUITE 27 FAIRFIELD, CT 06824

Property Value Analysis Report
Freddie Mac Form 704
CADRE GROUP, LLC

Case No. 21-04452CT
File No. 23031601

Borrower/Subject Property Information

BorrowerMalas

Census Tract061500

Map ReferenceMSA 14860

Property Address376 Quincy Street

*PROPERTY RIGHTS APPRAISED MUST BE FEE SIMPLE FOR THIS FORM

CityFairfield

CountyFairfield

StateCT

Zip Code06824-6635

Check one

☒ SF

☐ PUD

☐ CONDO

Phone No. ResN/A

Loan Amount Requested \$N/A

TermN/A

Mos. Owner's Estimate of Value \$N/A

No. of Rooms	No. of Bedrooms	No. of Baths	Family Room or Den	Gross Living Area	Garage/Carport (specify type & no.)	Porches, Patio or Pool (specify)	Central Air
6	3	1F	<div><input type="checkbox"/> yes <input type="checkbox"/> no</div>	1,196 Sq. Ft.	Car port	None	<div><input type="checkbox"/> yes <input checked="" type="checkbox"/> no</div>

Field Report

NEIGHBORHOOD

Location

Built Up

Growth Rate

Property Values

Demand/Supply

Marketing Time

☐ Urban

☒ Over 75%

☐ Rapid

☒ Increasing

☒ Shortage

☒ Under 3 Mos.

☒ Suburban

☐ 25% to 75%

☒ Steady

☐ Stable

☐ In Balance

☐ 4-6 Mos.

☐ Rural

☐ Under 25%

☐ Slow

☐ Declining

☐ Over Supply

☐ Over 6 Mos.

NEIGHBORHOOD RATING

Property Compatibility

General Appearance of Properties

Appeal to Market

Good

Avg

Fair

Poor

☐

☒

☐

☐

☐

☒

☐

☐

☐

☒

☐

☐

Present Land Use

Change in Present Land Use

Predominant Occupancy

Single Family Price Range (000) \$

Single Family Age

85 % 1 Family

☒ Not Likely

☒ Owner

275 to \$ 2,500

0 yrs. to 250 yrs.

5 % 2-4 Family

☐ Likely

☐ Tenant

Predominant Value \$ 310,000

Predominant Age 60 yrs.

% Apt

% Condo

% Commercial

% Industrial

% Vacant

% Other

3

5

2

% Taking Place From

to

Note: Freddie Mac does not consider race or the racial composition of the neighborhood to be reliable appraisal factors.

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The subject is located in an established residential neighborhood, convenient to state and local thoroughfares and necessary amenities.

SUBJECT PROPERTY

Approx. Year Built1957

Type (detached, attached, semi/det. etc.)Detached

Design (rambler, split level, etc.)Ranch

Exterior Wall MaterialVinyl/avg

Roof MaterialAsphalt/av

Is the property located in a FEMA Special Flood Hazard Area ?

☒ yes ☐ no

Special Energy-Efficient ItemsNo special energy efficient items noted at the time of the drive by inspection.

PROPERTY RATING

Condition of Exterior

Compatibility to Neighborhood

Appeal and Marketability

Good

Avg.

Fair

Poor

☐

☒

☐

☐

☐

☒

☐

☐

☐

☒

☐

☐

Comments (favorable or unfavorable including any deferred maintenance)

The appraisal assumes average condition There is a gutter in the front of the home that is hanging off, this has been taken into consideration in the overall condition rating. The appraiser reserves the right to amend this report in the event an interior inspection reveals any positive or negative factors currently unknown by the appraiser.

Market Comparable Analysis

Item	Subject Property	Comparable No. 1		Comparable No. 2		Comparable No. 3							
Address	376 Quincy Street Fairfield	135 Granville St Fairfield, CT		94 Harris St Fairfield, CT		46 Harris St Fairfield, CT							
Proximity to Sub.		0.81 miles NW		1.40 miles NE		1.37 miles NE							
Sales Price	\$	\$ 320,000		\$ 276,800		\$ 316,000							
Date of Sale and Time Adjustment	Description	Description	+ (-) : \$ Adjustment	Description	+ (-) : \$ Adjustment	Description	+ (-) : \$ Adjustment						
		02/01/2023		01/04/2023		12/28/2023							
Location	Sub/avg	Sub/avg		Sub/avg		Sub/avg							
Site/View	.25 acre/ Nbhd	.21 acre/ Nbhd 0		.11 acre/ Nbhd +2,100		.17 acre/ Nbhd 0							
Age	1957	1993		1946		1956							
Condition	Average	Average-gd -16,000		Fair +14,500		Average							
Living Area Rm.	Total B-rms Baths	Total B-rms Baths		Total B-rms Baths		Total B-rms Baths							
Count and Total	6 3 1F	5 3 1F1H	-5,000	6 2 1F1h	-5,000	4 1 1F	0						
Gross Living Area	1,196 Sq. Ft.	1,260 Sq. Ft.	0	1,071 Sq. Ft.	+3,800	884 Sq. Ft.	+9,400						
Air Conditioning	No central air	No central air		No central air		No central air							
Garage/Carport	Car port	No garage +1,000		3 Car Garage -4,000		No garage +1,000							
Porches, Patio, Pools, etc	None	None		None		None							
Special Energy-Efficient Items	None	None		None		None							
Other	No fireplace	No fireplace		No fireplace		No fireplace							
Net Adjust (Total)		<div><input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus</div>	\$ 20,000	<div><input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus</div>	\$ 11,400	<div><input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus</div>	\$ 10,400						
Indicated Value of Subject		-6% \$ 300,000		4% \$ 288,200		3% \$ 326,400							
General Comments Gla was adjusted at \$30 per square foot when differences of over 100 square feet exist then rounded to the nearest 100. All used comparable sales are deemed to be the best possible sales in terms of design and location. See attached addendum for additional comments. Land value, house is built on leased land see comment on subject property in addendum.													
The information shown in this report is derived from an inspection of the neighborhood and exterior inspection of the subject property and market comparables. The estimated market value is based upon this information and the knowledge of the undersigned. This report is not to be construed as an appraisal report.													
*PROPERTY RIGHTS APPRAISED MUST BE FEE SIMPLE FOR THIS FORM				Estimated Market Value \$ 310,000 as of March 17, 2023									
Completed By Richard J. Maesa				Title Appraiser									
Signature				Date 03/17/2023									
ATTACH CURRENT DESCRIPTIVE PHOTOGRAPHS OF SUBJECT PROPERTY AND STREET SCENE													

Case No. 21-04452CT
File No. 23031601

[illegible]

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Inspector's judgment.

CERTIFICATION AND STATEMENT OF LIMITING CONDITIONS

CERTIFICATION: The Inspector certifies and agrees that:

- 1. The Inspector has no present or contemplated future interest in the property described; and neither the employment to make the analysis, nor the compensation for it, is contingent upon the estimated value of the property.
- 2. The Inspector has no personal interest in or bias with respect to the subject matter of the report or the participants to the sale. The "Estimate of Market Value" in the report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property, or upon the race, color, or national origin of the present owners or occupants of the property in the vicinity of the property.
- 3. The Inspector has personally inspected the exterior of the property, and has made an exterior inspection of all comparable sales listed in the report. To the best of the Inspector's knowledge and belief, all statements and information in this report are true and correct, and the Inspector has not knowingly withheld any significant information.
- 4. All contingent and limiting conditions are contained herein (imposed by the terms of the assignment or by the undersigned affecting the analyses, opinions, and conclusions contained in the report).
- 5. This analysis has been made in conformity with and is subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the organizations with which the Inspector is affiliated.
- 6. All conclusions and opinions concerning the real estate that are set forth in the report were prepared by the Inspector whose signature appears on the report. No change of any item in the report shall be made by anyone other than the Inspector, and the Inspector shall have no responsibility for any such unauthorized change.

CONTINGENT AND LIMITING CONDITIONS: The certification of the Inspector appearing in the report is subject to the following conditions and to such other specific and limiting conditions as are set forth by the Inspector in the report.

- 1. The Inspector assumes no responsibility for matters of a legal nature affecting the property inspected or the title thereto, nor does the Inspector render any opinion as to the title, which is assumed to be good and marketable. The property is valued as though under responsible ownership.
- 2. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. The Inspector has made no survey of the property.
- 3. The Inspector is not required to give testimony or appear in court because of having made the analysis with reference to the property in question, unless arrangements have been previously made therefore.
- 4. Any distribution of the valuation in the report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.
- 5. The Inspector assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Inspector assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.
- 6. Information, estimates, and opinions furnished to the Inspector, and contained in the report, were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the Inspector can be assumed by the Inspector.
- 7. Disclosure of the contents of the report is governed by the Bylaws and Regulations of the professional organizations with which the Inspector is affiliated.
- 8. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to the property value, the identity of the Inspector, professional designations, reference to any professional organizations, or the firm with which the Inspector is connected), shall be used for any purposes by anyone but the client specified in the report, the borrower if report fee paid by same, the mortgagee or its successors and assigns, mortgage insurers, consultants, professional organizations, any state or federally approved financial institution, any department, agency, or instrumentality of the United States or any state or the District of Columbia, without the previous written consent of the Inspector; nor shall it be conveyed by anyone to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the Inspector.
- 9. On all reports, subject to satisfactory completion, repairs, or alterations, the analysis and value conclusion are contingent upon completion of the improvements in a workmanlike manner.
- 10. I am not an employee of the company or individual(s) ordering this report. This assignment is not based on a requested minimum, specific valuation, or the approval of a loan. My compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report.

Address of Property Analyzed: 376 Quincy Street, Fairfield, CT 06824-6635

APPRAISER:

Signature

Name Richard J. Massa

Date Report Signed 03/17/2023

State Certification # RCR.0000743

State CT

Or State License #

State

Expiration Date of Certification/License: 04/30/2023

Extent of Inspection ☐ Did Not Inspect Property ☒ Exterior Only ☐ Interior and Exterior

Comparables within 6 months of the effective date of this report

Whenever possible, the appraiser has utilized sales within the last six months. If at the appraiser's discretion, a more comparable property was available that sold over six months ago, then that sale may be utilized.

Comparables within one mile of the subject

whenever possible, sales within one mile of the subject property were used in this report. However, due to the unique nature (town zoning requirements) of fairfield and new haven counties, in the state of connecticut, there may arise an instance where the one mile rule is considered inapplicable for use in this report. Comparables #2, #3 and #4 exceed the one mile guideline, however; were utilized for location, quality of construction and amenities offered.

Comment on site sizes

Site sizes were adjusted at \$15,000 per acre rounded, to reflect the market reaction to larger sites with more recreation area and privacy. The amount of the adjustment is estimated from an analysis of several sales of similar properties with differing site sizes, as well as a study of land sales in the subject market area over the past year.

Comment on lack of age adjustments

For purposes of this report, age is considered a redundant adjustment criteria by the appraiser. There is little relationship between age and value other than design, quality of construction, condition, and functional utility. In Fairfield County it is not unusual to see homes over 275 years old that have received regular maintenance and periodic renovations and updating with the end result that the home is comparable to homes only a few years old. Adjustments for design, quality of construction and condition will be made in their designated cells in the grid.

Comment on condition

Adjustments for condition were made at 5% to reflect superior or inferior condition when compared to the subject. Condition ratings are based on mls reports and visual inspection and consider the properties age, updating or lack thereof, and general appearance.

Comment on gla

Comparables #3 and #4 exceed 15% gla difference, however, were utilized due to a lack of more similar sized homes in the subject's market area.

Comment on subject property

Price is regulated by Fairfield Economic development because the house is built on leased land. It must be owner-occupied as it cannot be rented and buyers must meet certain income guidelines.

Quoted from Town of Fairfield
Model Affordable Housing Plan and Reporting Requirements

Maximum Sale Price Calculation

(a) The maximum price for any affordable unit that is sold or resold within a set-aside development, for the period of affordability restrictions, to a household earning eighty percent of the median income or less, shall be determined as follows:

(1) Step 1. Determine area median income and the statewide median as published by the U.S. Department of Housing and Urban Development for the subject municipality, and use the lesser of these figures.

(2) Step 2. Adjust median income identified in Step 1 by family size by assuming that 1.5 persons will occupy each bedroom of an affordable unit, except in the case of a studio or zero-bedroom unit, in which case 1.0 person shall be assumed. Family size adjustment shall be made with reference to the following percentages:

4	NUMBER OF PERSONS IN FAMILY											
1	2	3	4	5	6	7	8	PERCENTAGE				
								70%	80%	90%	100%	108%
								116%	124%	132%	ADJUSTMENT (BASE)	

The family size adjustment that involves a half person (such as 4.5 persons) shall be calculated by taking the midpoint between the relevant figures above and below the half. For example, the adjustment for a 4.5 person household is 104 percent.

(3) Step 3. Calculate eighty percent (80%) of Step 2.

(4) Step 4. Calculate thirty percent (30%) of Step 3, representing that portion of household income deemed to be used for housing costs.

(5) Step 5. Divide step 4 by twelve (12) months to determine the maximum monthly housing payment.

(6) Step 6. Determine by reasonable estimate monthly housing expenses, including real property taxes; real property insurance; any common interest ownership or similar fee required of all unit purchasers or owners; and heat and utility costs, excluding television, telecommunications, and information technology services.

(7) Step 7. Subtract Step 6 from Step 5 to determine the amount available for mortgage principal and interest.

(8) Step 8. Using the amount resulting from Step 7, apply a mortgage term and interest rate that is commercially reasonable and available to households likely to apply to purchase such units, in order to determine the financeable amount.

(9) Step 9. Calculate down payment, which shall comply with subsection (c) of this section.

(10) Step 10. Add Steps 8 and 9 to determine the maximum sale or resale price.

(b) For a unit required to be sold or resold to a household earning sixty percent (60%) or less of the median income, the formula stated above shall be used, except that in Step 3, sixty percent (60%) shall be used instead of eighty percent (80%).

(c) The maximum allowable down payment used in calculating the maximum sale or resale price of an affordable unit that is sold shall be the lesser of twenty percent (20%) of the total sale price or twenty percent (20%) of the Connecticut Housing Finance

Authority (CHFA) maximum sales price limit for a comparably sized unit in the area, as published by CHFA.

*It is noted that comparable #1 is a similar sale of the "Affordable Housing" and the only noted sale. Comparable #5 is a pending sale also of the "Affordable Housing".

Comment on limiting conditions and extraordinary assumptions

The appraiser has been requested to perform an appraisal based on an exterior only inspection and not disturb the occupants by entering the building. The physical characteristics used to develop this appraisal are based on observations from a public street on the effective date of the appraisal, the assessment records of the subject's municipality, and on multiple listing service (MLS) information--if available and/or various other data sources available to the appraiser. This appraisal is therefore done under several extraordinary assumptions. An extraordinary assumption is defined in the Uniform Standards of Professional Appraisal Practice (USPAP 2020/2023) As: "an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions." in this appraisal an extraordinary assumption is made that the condition, style and appeal of the interior is similar to that of the exterior of the property that can be viewed from a public street. A second extraordinary assumption is that assessor's records, and mls information regarding the subject's interior condition, and exterior condition not visible from the street, is correct. A third extraordinary assumption is that the gross living areas, as reported in the municipal assessor's records is correct. If any of these extraordinary assumptions are false, then the appraiser's opinions, conclusions and estimate of value could be different than if a complete appraisal with scope of work that included an interior inspection of the property was performed.

Comment on personal property

No items of personal property were included in the estimate of value contained in this report.

Comment on photographs

The digital photographs contained in this report are the original photographs taken at the time of inspection. These photographs have not been altered or enhanced in any manner. Comparable photo utilized were MLS photo to reflect their condition as of the date of their sales and listing.

Comment on signatures

this appraisal report may contain encoded, computer-generated signatures. This method of signing electronic data interchange (edi) reports has been accepted by the appraisal standards board of the appraisal foundation, and has been recognized by same as "original signature".

Comment on adjustments

All of the adjustments to all of the comparable sales fall within the established fannie mae guidelines.

The appraiser acknowledges, that the subject property has been appraised previously by this firm. The estimate of value from the previous report dated April 25, 2022 was \$310,000. The value estimated in this report is \$310,000.

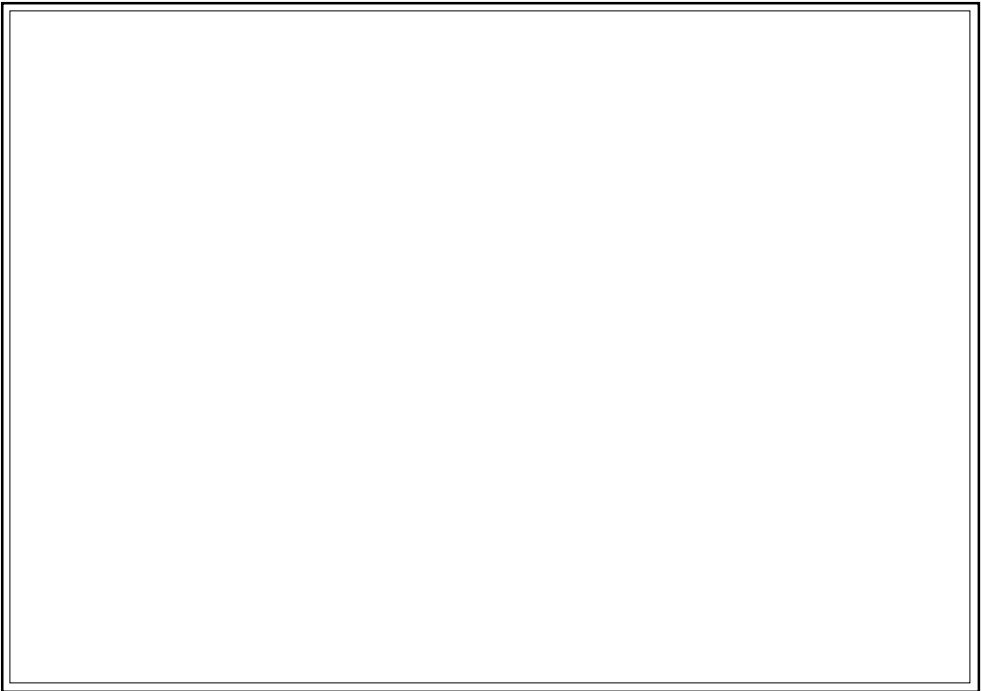
SUBJECT PROPERTY PHOTO ADDENDUM

21-04452CT
File No. 23031601



FRONT VIEW OF
SUBJECT PROPERTY

Appraised Date: March 17, 2023



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

21-04452CT
File No. 23031601



COMPARABLE SALE #1

135 Granville St
Fairfield, CT
Sale Date: 02/01/2023
Sale Price: \$ 320,000



COMPARABLE SALE #2

94 Harris St
Fairfield, CT
Sale Date: 01/04/2023
Sale Price: \$ 276,800



COMPARABLE SALE #3

46 Harris St
Fairfield, CT
Sale Date: 12/28/2023
Sale Price: \$ 316,000



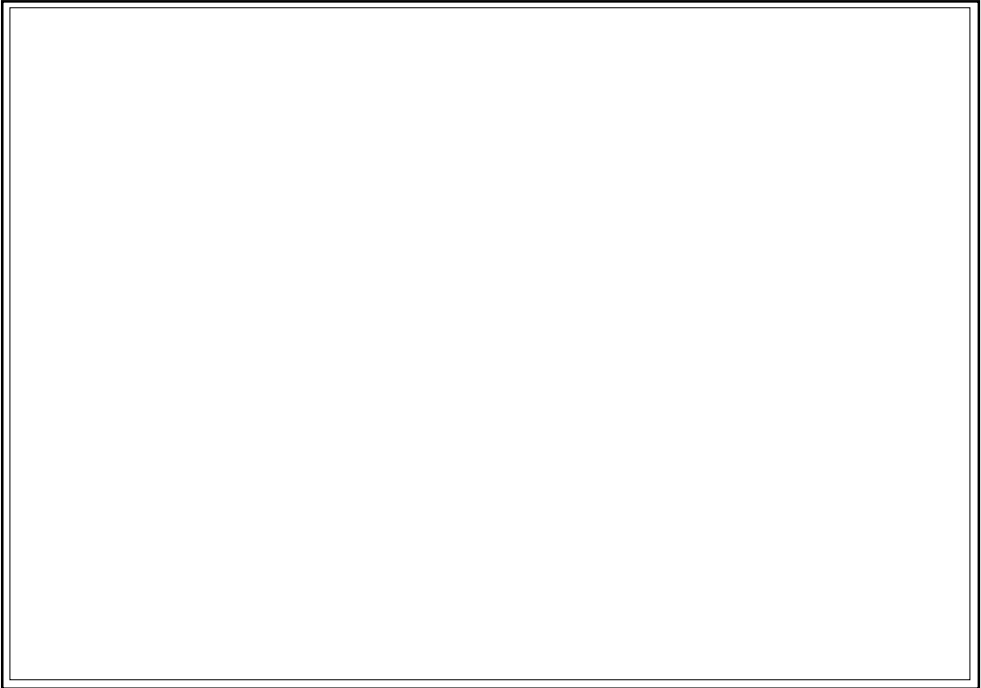
COMPARABLE SALE #4

155 Halley Ave
Fairfield, CT
Sale Date: 09/26/22
Sale Price: \$ 320,100



COMPARABLE SALE #5

77 Jarvis Ct
Fairfield, CT
Sale Date: Pending sale
Sale Price: \$ 348,000

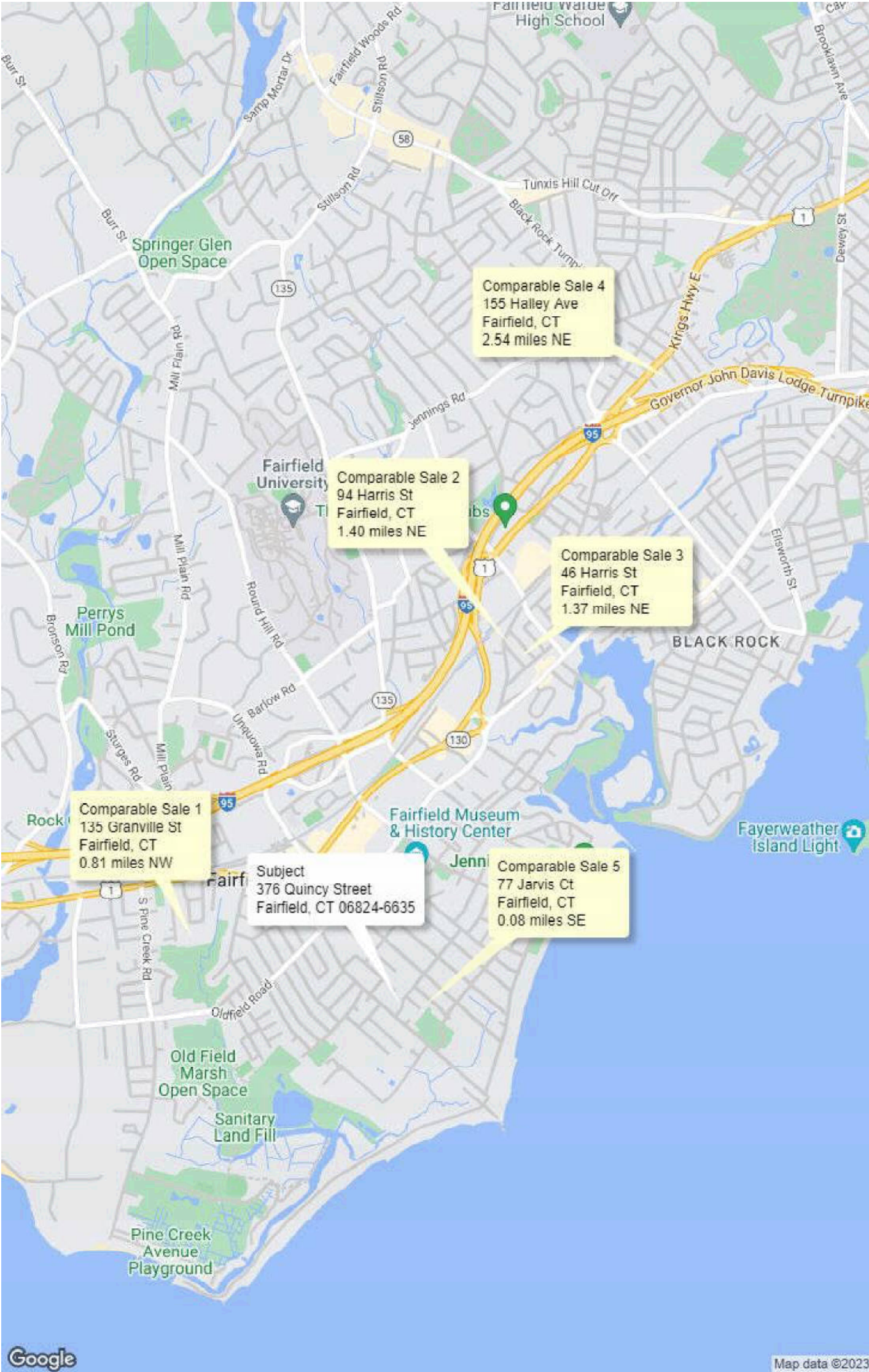


COMPARABLE SALE #6

Sale Date:
Sale Price: \$

LOCATION MAP

21-04452CT
File No. 23031601



AERIAL MAP

21-04452CT
File No. 23031601



Subject
376 Quincy Street
Fairfield, CT 06824-6635

Borrower: Malas

Property Address: 376 Quincy Street

City: Fairfield County: Fairfield State: CT Zip Code: 06824-6635

Lender: MCCALLA RAYMER LEIBERT PIERCE, LLC

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- ☐ Appraisal Report A written report prepared under Standards Rule 2-2(a).
- ☒ Restricted Appraisal Report A written report prepared under Standards Rule 2-2(b).

"A party receiving a copy of an Appraisal Report or Restricted Appraisal Report in order to satisfy disclosure requirements does not become an intended user of the appraisal unless the appraiser identifies such party as an intended user as part of the assignment." **

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 30 to 90 Days

The appraised value has taken all physical and economic conditions into consideration. The expected marketing time at the estimated value will likely be 30 to 90 Days.

Additional Certifications

- ☐ I have performed **NO** services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ☒ I **HAVE** performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

The appraiser has performed as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. See history in Addendum of report.

Compliance with federal regulations

This appraisal report complies in every respect with the real estate appraisal regulations promulgated by the Office of the Comptroller of the Currency, 12 CFR, PT 34; and by the Federal Deposit Insurance Corporation, 12 CFR, PT 323, pursuant to Title XI of the Financial Institution's Reform, Recovery, and Enforcement Act of 1989. The appraisal assignment was not based on a request minimum valuation, a specific valuation, or the approval of a loan.

* The purpose of this appraisal is to provide the market value of the subject property for foreclosure purposes.

* The scope of this appraisal is the analysis and determination of the value of the property in accordance with the methods shown on the report and reconciliation thereof, together with an inspection of the property and public records, comparable sales data, and other information shown on the appraisal report.

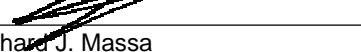
*The subject property has not transferred in an arm's length transaction in the past 36 months.

Additional Comments

This Freddie Mac Form has pre-printed conflicting information as to whether the report is an appraisal or a valuation. The appraiser has followed USPAP guidelines and Appraisal Standards to develop a value for the attorney. Therefore this document is a restricted appraisal report.

**Reference to Advisory Opinion 36 of the 2018/2019 USPAP.

APPRAISER:

Signature: 

Name: Richard J. Massa

Date Signed: 03/17/2023

State Certification #: RCR.0000743

or State License #: _____


or Other (describe): _____ State #: _____

State: CT

Expiration Date of Certification or License: 04/30/2023

Effective Date of Appraisal: March 17, 2023

SUPERVISORY APPRAISER (only if required):

Signature: 

Name: CADRE GROUP/SUSAN C MARRA

Date Signed: 03/17/2023

State Certification #: RCR.0000895

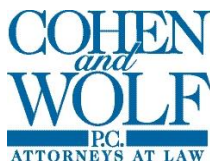
or State License #: _____

State: CT

Expiration Date of Certification or License: 04/30/2023

Supervisory Appraiser inspection of Subject Property:

☒ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



RETAINER AGREEMENT

Honorable William A. Gerber
First Selectman of the Town of Fairfield
Sullivan Independence Hall
725 Old Post Road
Fairfield, CT 06824

Re: Retention of Cohen and Wolf, P.C. as Legal Counsel

Dear Bill:

This Retainer Agreement sets forth the entire agreement between the Town of Fairfield (the "Client") and Cohen and Wolf, P.C. (the "Firm"), concerning the Client's retention of the Firm as legal counsel in connection with the matters described in this Retainer Agreement. The Firm agrees to provide legal services to the Client, and the Client agrees to pay the Firm's fees and expenses, as provided in this Retainer Agreement.

Scope of Representation. The Client has retained the Firm to provide legal services to the Client in connection with the following matters:

- Legal advice and representation as counsel for the Client in connection with general municipal services, including, but not limited to:
 - Providing general advice and counsel as required or requested;
 - Providing written memoranda of law on questions raised by town officials, staff, boards, and commissions;
 - Researching and providing updates on municipal law as requested, including conducting seminars;
 - Reviewing and drafting contracts, indemnification agreements, consent forms, and other miscellaneous forms and documents;
 - Providing office hours, as requested and appropriate, at Town Hall to meet with town employees, board and commission members, and town officials;
 - Providing advice regarding employment and personnel matters as requested;
 - Attending board and commission meetings and town meetings as required or requested; and
 - Providing such other legal services as the town may require or request from time to time.
- Legal advice and representation as counsel for the Client in connection with litigation matters and any other claims asserted by or against the Town, including, but not limited, administrative appeals, tax appeals, land use matters, enforcement proceedings, administrative litigation, FOIA litigation, tax foreclosures or tax collection proceedings, and any other litigation requested by or brought against the Town.

1115 Broad Street
PO Box 1821
Bridgeport, CT 06601-1821
Tel: (203) 368-0211

158 Deer Hill Avenue
Danbury, CT 06810
Tel: (203) 792-2771

320 Post Road West
Westport, CT 06880
Tel: (203) 222-1034

Fees for Services Rendered. The Client agrees to pay the Firm (at the Firm's usual hourly rates in effect at the time bills are rendered) for all billed time of attorneys and paralegals with the Firm who perform services in connection with the matters covered by this Retainer Agreement. Billed time includes all time spent on matters such as conferences or communications with personnel at the Client, intra-office conferences and communications, telephone calls, correspondence, legal research, and travel to and from locations away from the Firm's offices, as well as all pre-trial and trial work if a matter involves litigation. The Firm's hourly rates for the Firm's attorneys presently range from \$250 to \$675, and the hourly rates for the Firm's paralegals presently range from \$100 to \$275. However, the Firm will bill the Client at \$250 per hour for all time spent by attorneys and \$100 per hour for all time spent by paralegals.

Costs and Expenses. The Client agrees to pay the Firm for all costs and expenses which the Firm pays or incurs on the Client's behalf in connection with the matters covered by this Retainer Agreement. Costs and expenses may include, among other things, delivery service fees, computerized research charges, toll calls, copying charges, fax charges, fees for service of process and subpoenas, court fees, transcript fees, and fees for experts and consultants. The Firm may require the Client to pay costs directly to third-party providers as they render bills.

Itemized Bills. The Firm will send to the Client itemized bills setting forth the Firm's accrued fees and expenses in connection with the matters covered by this Retainer Agreement. The Client agrees that any bill shall be paid in full by the Client within 30 days of the date of the bill.

Termination of Representation. The Client may terminate the Firm's representation of the Client at any time by sending to the Firm written notice of such termination. The Firm may also, upon notice to the Client, terminate its representation of the Client if the Client fails to pay any amounts due to the Firm under this Retainer Agreement, or for any other reason that the Firm deems such a termination to be appropriate. If any matter for which the Client has retained the Firm is then in litigation, the Client agrees that the termination is not effective until the court has approved the withdrawal of the Firm as the Client's counsel. If the Firm's representation of the Client is terminated, the Client remains obligated to pay all amounts due to the Firm under this Retainer Agreement.

Entire Agreement; Modification. This Retainer Agreement represents the entire agreement between the Client and the Firm concerning the Firm's representation of the Client in connection with the matters described in it. This Retainer Agreement may only be modified or supplemented by a writing signed by both the Client and the Firm.

Governing Law. This Retainer Agreement and the rights and obligations of the parties under it shall be governed, construed, and enforced under Connecticut law without giving effect to any choice of law or conflict of law provision or rule (whether of Connecticut or any other



jurisdiction) that would cause the application of the laws of any jurisdiction other than Connecticut.

Severability. If any provision of this Retainer Agreement as presently written is declared to be illegal, invalid, or unenforceable in an arbitration or judicial proceeding having jurisdiction, such provision shall be deemed to be amended and replaced by a provision that is legal, valid, and enforceable and which produces, as nearly as may be possible, the result originally intended by the parties, and if no validating modification and construction is possible, such provision shall be severable and all other provisions of this Retainer Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

Execution in Counterparts. This Retainer Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, and copies of this Retainer Agreement with signatures that are transmitted by facsimile or other electronic means shall have the same force and effect as originals.

File Retention and Destruction. At the conclusion of any matter for which the Firm has been engaged to provide legal services for the Client, the Firm will retain the files relating to the matter for a period of 7 years. At the expiration of the 7-year period, the Firm reserves the right to arrange to destroy the files (and the Client agrees that the Firm may destroy the files) unless the Client has notified the Firm in writing before then that the Client wishes to take possession of the files and has made arrangements acceptable to the Firm to do so. The Firm reserves the right to charge administrative fees and costs associated with researching, retrieving, copying, and delivering such files.

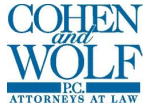
Please confirm that you have read this Retainer Agreement, and that you understand and voluntarily agree to the terms of this Retainer Agreement, by signing and dating it below where indicated and then returning the executed Retainer Agreement to us.

Very truly yours,

COHEN AND WOLF, P.C.

By: _____
Philip C. Pires, Esq.
Its Vice President

Dated: December ___, 2023



AGREED AND ACCEPTED:

TOWN OF FAIRFIELD

By: _____
Honorable William A. Gerber
Its First Selectman

Dated: _____

REFUNDS SUBMITTED FOR APPROVAL

12/4/2023

<u>Name</u>	<u>List No.</u>	<u>Tax</u>	<u>Interest</u>	<u>DMV</u>	<u>Bill</u>	<u>Reason</u>
<u>2022 REAL ESTATE</u>						
KEITT SARAH KNAB & GEORGE	2022 01 01426	\$2,572.74				PAID IN ERROR-ESCROWS
PHOENIX SURGICALS LLC	2022 01 08316	\$5,306.27				PAID IN ERROR-ESCROWS
WINGS MORTGAGE	2022 01 14794	\$5,904.47				PAID IN ERROR-PROP SOLD
TOTAL		<u>\$13,783.48</u>				
 <u>2022 MOTOR VEHICLE</u>						
CARTWRIGHT JOHN M	2022 03 56005	\$85.93				OVERPAID DUE TO ADJUSTMENT
CARTWRIGHT JOHN M	2022 03 56007	\$142.23				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56378	\$266.02				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56434	\$132.50				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56457	\$476.60				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56472	\$652.10				OVERPAID DUE TO ADJUSTMENT
CCAP AUTO LEASE LTD	2022 03 56475	\$474.32				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2022 03 59234	\$385.68				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2022 03 59399	\$162.90				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2022 03 59402	\$249.28				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2022 03 59419	\$187.14				OVERPAID DUE TO ADJUSTMENT
DAIMLER TRUST	2022 03 59429	\$311.58				OVERPAID DUE TO ADJUSTMENT
ENTERPRISE FM TRUST	2022 03 62555	\$626.87				OVERPAID DUE TO ADJUSTMENT
ENTERPRISE FM TRUST	2022 03 62561	\$450.20				OVERPAID DUE TO ADJUSTMENT
ENTERPRISE FM TRUST	2022 03 62562	\$64.40				OVERPAID DUE TO ADJUSTMENT
ENTERPRISE FM TRUST	2022 03 62576	\$506.82				OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2022 03 63861	\$70.98				OVERPAID DUE TO ADJUSTMENT
FINANCIAL SER VEH TRUST	2022 03 63963	\$617.58				OVERPAID DUE TO ADJUSTMENT
HOME GUARD INC	2022 03 69275	\$127.10				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69358	\$496.12				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69406	\$696.79				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69502	\$673.44				OVERPAID DUE TO ADJUSTMENT
HONDA LEASE TRUST	2022 03 69612	\$56.82				OVERPAID DUE TO ADJUSTMENT
HYUNDAI LEASE TITLING TRUST	2022 03 70572	\$275.92				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71774	\$111.02				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71793	\$1,333.96				OVERPAID DUE TO ADJUSTMENT
JP MORGAN CHASE BANK NA	2022 03 71810	\$437.60				OVERPAID DUE TO ADJUSTMENT
PALMER JOSEPH A	2022 03 82709	\$61.92				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92076	\$604.28				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92083	\$586.38				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92085	\$647.04				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92090	\$386.52				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92097	\$402.30				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92098	\$575.68				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92103	\$584.80				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92107	\$201.54				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92118	\$542.42				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92129	\$404.66				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92133	\$191.26				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92135	\$422.56				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92137	\$431.58				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92159	\$538.98				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92169	\$73.84				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92172	\$522.94				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92173	\$323.52				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92182	\$249.28				OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92185	\$647.04				OVERPAID DUE TO ADJUSTMENT

TOYOTA LEASE TRUST	2022 03 92197	\$126.80	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92198	\$241.66	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92204	\$473.58	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92211	\$538.98	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92217	\$215.46	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92225	\$124.32	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92226	\$544.89	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92232	\$463.68	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92237	\$745.72	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92239	\$241.56	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92241	\$345.68	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92244	\$346.44	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92245	\$57.32	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92255	\$148.56	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92306	\$756.80	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92336	\$396.70	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92354	\$626.96	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92366	\$542.42	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92373	\$181.16	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92382	\$665.22	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92385	\$609.90	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92388	\$807.51	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92392	\$813.20	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92394	\$725.44	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92396	\$620.76	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92400	\$759.88	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92402	\$575.88	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92403	\$536.88	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92406	\$723.56	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92407	\$804.48	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92410	\$365.52	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92413	\$294.88	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92417	\$57.40	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92424	\$445.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92428	\$199.58	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92437	\$677.86	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92438	\$275.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92442	\$91.98	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92449	\$303.12	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92453	\$146.82	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92456	\$161.64	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92457	\$125.02	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92461	\$148.56	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92463	\$729.94	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92465	\$151.34	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92470	\$48.74	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92474	\$449.79	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92476	\$323.26	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92492	\$253.28	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92494	\$191.26	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92514	\$402.78	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92523	\$170.88	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92524	\$252.38	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92556	\$101.06	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92574	\$428.86	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92578	\$57.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92580	\$160.18	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92587	\$114.66	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92622	\$461.76	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92651	\$107.00	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92657	\$557.08	OVERPAID DUE TO ADJUSTMENT

TOYOTA LEASE TRUST	2022 03 92658	\$395.72	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92692	\$335.76	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92711	\$485.62	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92804	\$511.46	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92805	\$665.02	OVERPAID DUE TO ADJUSTMENT
TOYOTA LEASE TRUST	2022 03 92823	\$386.60	OVERPAID DUE TO ADJUSTMENT
USB LEASING LT	2022 03 93564	\$374.28	OVERPAID DUE TO ADJUSTMENT
VARIAS EMILY A	2022 03 93953	\$49.79	OVERPAID DUE TO ADJUSTMENT
VAULT TRUST	2022 03 94037	\$398.62	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94311	\$438.18	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94372	\$663.74	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94373	\$540.56	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94391	\$351.44	OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94398	\$313.40	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95095	\$571.52	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95107	\$564.70	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95109	\$355.02	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95110	\$509.72	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95112	\$612.38	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95113	\$531.02	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95114	\$655.70	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95115	\$856.44	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95116	\$761.66	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95118	\$610.12	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95119	\$472.76	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95123	\$424.62	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95127	\$447.72	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95130	\$457.36	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95133	\$421.72	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95136	\$424.62	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95139	\$457.36	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95141	\$399.60	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95146	\$472.76	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95147	\$472.76	OVERPAID DUE TO ADJUSTMENT
VW CREDIT INC	2022 03 95150	\$599.36	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95181	\$181.70	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95223	\$588.72	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95259	\$784.42	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95283	\$333.02	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95304	\$644.18	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95319	\$315.12	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95326	\$65.18	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95328	\$530.04	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95424	\$493.30	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95435	\$562.24	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95440	\$164.14	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95445	\$441.54	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95448	\$176.68	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95454	\$398.24	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95455	\$569.00	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95482	\$314.58	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95544	\$71.86	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95643	\$334.26	OVERPAID DUE TO ADJUSTMENT
VW CREDIT LEASING LTD	2022 03 95735	\$577.44	OVERPAID DUE TO ADJUSTMENT
WALLACE ELOISE	2022 03 95972	\$45.39	OVERPAID DUE TO ADJUSTMENT
TOTAL		<u>\$66,066.39</u>	
<u>2022 SEWER USE</u>			
POTTI NEELIMA	2022 08 02015	\$39.60	OVERPAID IN ERROR
CECCARELLI ROBERT	2022 08 02707	\$365.40	OVERPAID DUE TO ADJUSTMENT

SORIN MICHAEL & HELEN	2022 08 09470	\$144.90
RIDGEAY BRIAN F & RUTH D	2022 08 12167	\$201.60
DODANI RAJESH & AMRITA	2022 08 21975	\$408.48
TOTAL		<u><u>\$1,159.98</u></u>

OVERPAID DUE TO ADJUSTMENT
PAID IN ERROR
OVERPAID IN ERROR

2021 MOTOR VEHICLE

HOME GUARD INC	2021 03 68960	\$251.70
KEITT GEORGE W III	2021 03 72550	\$48.22
VCFS AUTO LEASING CO	2021 03 93552	\$514.58
VW CREDIT LEASING LTD	2021 03 94686	\$891.84
HONDA LEASE TRUST	2021 04 83362	\$292.28
TOTAL		<u><u>\$1,998.62</u></u>

OVERPAID DUE TO ADJUSTMENT
OVERPAID DUE TO ADJUSTMENT
OVERPAID DUE TO ADJUSTMENT
OVERPAID DUE TO ADJUSTMENT
OVERPAID DUE TO ADJUSTMENT

2021 SEWER USE

MARTIN MAUREEN A	2021 08 12735	\$288.24
TOTAL		<u><u>\$288.24</u></u>

OVERPAID DUE TO ADJUSTMENT

2020 MOTOR VEHICLE

HOME GUARD INC	2020 03 68312	\$146.50
VW CREDIT LEASING LTD	2020 03 93610	\$79.26
TOTAL		<u><u>\$225.76</u></u>

OVERPAID DUE TO ADJUSTMENT
OVERPAID DUE TO ADJUSTMENT

2019 MOTOR VEHICLE

HOME GUARD INC	2019 03 69024	\$191.28
TOTAL		<u><u>\$191.28</u></u>

OVERPAID DUE TO ADJUSTMENT

TOTAL TAX	\$83,713.75
TOTAL INTEREST	0
<u>GRAND TOTAL</u>	<u><u>\$83,713.75</u></u>