

STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
SPECIAL MEETING NOTICE AND AGENDA

**AGENDA**

**Meeting Date and Time:** Thursday, December 19, 2024, 10:00 AM - Rescheduled from December 12, 2024

**Meeting Location:** This will be a Virtual Meeting.  
Meeting materials can be found at the following website:  
<https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-In Instructions:** Telephone: 1-860-840-2075  
Meeting ID: 747 105 949 #

- I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Erick Russell
- II. Public Comment Period – *The Public Comment portion of the agenda will be announced by the Chair. Members of the public will be provided an opportunity to speak. Before making their comments, members of the public wishing to speak must be recognized by the Chair. Speakers shall limit their comments to two minutes due to time constraints of this meeting. Speakers who called in by phone please press \*6 to unmute.*
- III. Approval of Minutes:
  - a. November 21, 2024, Special Meeting
- IV. City of Hartford
  - a. Review and Discussion: Labor Contract
    - i. Board of Education (BOE) and The Hartford Federation of Teachers, Local No. 1018, AFT, AFL-CIO
  - b. Review and Discussion:
    - i. City and BOE Monthly Financials – October 2024
    - ii. Status of FY 2024 Audit
  - c. ARPA Funding Update
- V. City of West Haven
  - a. Executive Session pursuant to Connecticut General Statutes Sections 1-200(6), Section 1-210(b), Section 1-225(f), and 1-231 for the purpose to review the Whittlesey Consultants' Draft Reports for the City of West Haven.
  - b. Mayor's Executive Summary

- c. Review, Discussion, and Possible Action:
  - i. City and BOE Monthly Financials – October 2024
  - ii. Status of FY 2024 Audit
- d. ARPA Funding Update
- e. Tier IV Action Plan Update:
  - i. Finance Manager Summary – Protiviti
- f. Review, Discussion and Possible Actions: Non-Labor Contracts:
  - i. Stryker Sales, LLC - New EMS Stretcher Power Load System for Rescue Vehicle for Allingtown Fire District – ARPA Funds
  - ii. UHY Advisors N.E. LLC – For ARPA Budgeting, Compliance and Reporting Services through April 2027 – ARPA Funds
  - iii. Bahr Sales, Inc – WPCA Pipe Camera for Water Pollution Control Authority – Sewer Operating Funds
  - iv. Omni Data – Change Order relating to the Installation of Video Surveillance on the Boardwalk - ARPA Funds
  - v. Dant Clayton Corporation – Materials for Bleachers Repairs at Veterans Memorial Field - ARPA Funds
  - vi. C – White Electric LLC – Electrical Improvements at West Haven City Green – ARPA Funds
  - vii. All American Waste (formerly Murphy Road) – To provide Municipal Solid Waste (MSW) Containers (Dumpsters) Collection throughout the City – City Public Works, Board of Education, and Housing Authority Funds
  - viii. Ivy League Landscaping LLC – Restoration of Eco Park Boardwalk Resiliency Project – A DECD Grant and ARPA Funds
  - ix. Carmody Law – Provide Legal Services related to ARPA Projects – ARPA Funds
  - x. All Traffic Solutions - Security Camera Trailers – ARPA Funds
  - xi. National Water Main Cleaning Company - Sewer and Manhole Rehabilitation Contract – CT DEEP Clean Water Fund
  - xii. RTR Hospitality Group LLC – A Proposed Lease Agreement between The City of West Haven and RTR Hospitality Group – RTR to lease the property known as Savin Rock Conference Center from the City
- V. Review, Discussion and Possible Actions: MARB Meeting Calendar for 2025
- VI. Adjourn

STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
DRAFT SPECIAL MEETING MINUTES

**Meeting Date and Time:** Thursday, November 21, 2024, 10:00 AM

**Meeting Location:** Legislative Office Building  
Room 1D  
300 Capital Avenue  
Hartford, CT 06106

Meeting materials can be found at  
<https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-In Instructions:** Telephone: 1-860-840-2075  
Meeting ID: 984 206 367#

**Members in Attendance:** Secretary Jeffrey Beckham, Kevin Alvarez (State Treasurer's-Designee), Thomas Hamilton and Stephen Falcigno. TEAMS: Sal Luciano, Susan Weissenberg, David Biller, and Robert White.

**Municipal Officials in Attendance:** Paul Foster, Mayor Dorinda Borer, Michael Gormany, Rick Spreyer, Paul Dorsi. TEAMS: Julian Freund, Lee Ann Ralls, David Taylor, Diana McManus, Rick Fontana, Ken Carney, Nicholas Pascale, and Matthew Cavallaro.

**Staff in Attendance:** Kimberly Kennison, John Mehr, Simon Jiang, Rachel Moser, and Chris Collibee. TEAMS: Gareth Bye, Bill Plummer, Michael Reis, and Lori McLoughlin.

**OAG Staff in Attendance:** James Caley, Assistant Attorney General

- I. Call to Order & Opening Remarks by Secretary Jeffrey Beckham and Kevin Alvarez (State Treasurer's Designee).

The meeting was called to order at 10:04 AM.

- II. Public Comment

There was no public comment.

- III. Approval of Minutes

- a. October 3, 2024, Special Meeting

Mr. Luciano made a motion to approve the October 3, 2024, Special Meeting Minutes, seconded by Mr. Alvarez. Motion carried with Ms. Weisselberg, Mr. Hamilton, and Mr. Falcigno abstaining.

- IV. City of Hartford

- a. Review and Discussion: Labor Contract

- i. Board of Education (BOE) and The Hartford Principals' and Supervisors' Association, Local No. 22 AFSA, AFL-CIO

Mr. Foster provided overview of the labor contract. The contract term is from July 1, 2025, to June 30, 2028. This union represents 121 members that are made up of principals, assistant principals, directors, assistant directors, and administrative staffs. This contract added Juneteenth as a holiday, reduced the number of sick days, and converted assistant principals to 12-month employees from 11-month employees. Wage increases are 2.5% in the first year, 2.75%, in the second year, and 3.00% in the third year. The increase cost of this agreement is approximately \$2 million over the three-year period.

b. Review and Discussion:

i. City and BOE Financials – Monthly Financials - September 2024

Mr. Freund provided an overview of the City's financials. On the revenue side, the City collected 39% of budgeted revenues. Property tax collections are at 51.2% of budget which is a bit understated due to several large refunds issued on prior year taxes. State aid to the City is at 28% of budget. On the expenditures side, the City is at 19.0% compared to 18.9% compared to last year. The City is projecting that overtime will be unfavorable over the 12 months that are offset by vacancy savings. Legal expenses are projected to be over budget due to a large settlement.

Mr. Foster provided an overview of the BOE's financials through the first quarter, spending was at \$52.8 million. The BOE is monitoring the risk of a deficit due to two assumptions for FY25. The first is access to the non-lapsing funds. However, the unplanned higher tuition cost in FY24, required using \$5.0 million of the \$5.6 million of the non-lapsing fund. The second is COVID relief funds were spent in FY24 leaving no unspent funds for FY25. Mr. Foster reported that the teaching positions have 180 vacancies. The BOE has hired a Chief Financial Officer (CFO) that starts December 2<sup>nd</sup>, a new Budget Director, and a new Executive Director of Financial Management.

ii. Status of FY 2024 Audit

Ms. Ralls provided an update on the FY 2024 audit. The auditors are in the middle of their field work with completion in early December. The City is expecting to file the audit report by December 31, 2024.

V. City of West Haven

a. Executive Session pursuant to Connecticut General Statutes Sections 1-200(6), Section 1-210(b), Section 1-225(f), and 1-231 for the purpose to review the Whittlesey Consultants' Draft Reports for the City of West Haven, and to discuss the settlement of a personal injury claim.

Secretary Beckham stated that the MARB members will be going into Executive Session pursuant to Connecticut General Statutes section 1-200(6), 1-210(b), 1-225(f), and 1-231 for the purpose to just discuss the settlement of a personal injury claim. Also joining the Executive Session will be Attorney James Caley and Attorney Gareth Bye (by TEAMS), Mayor Dorinda Borer, and Attorney Paul Dorsi from West Haven and OPM staff.

Mr. Falcigno made a motion to go into Executive Session with a second from Mr. Hamilton. Motion carried. The MARB went into Executive Session at 10:25 AM.

Mr. Falcigno made a motion to leave the Executive Session with a second from Mr. Luciano. Motion carried. The MARB returned to the Special Meeting at 10:48 AM.



Secretary Beckham stated that the MARB was in Executive Session from 10:25AM to 10:48AM to discuss a personal injury claim and is now back in Special Session. The MARB will now be taking up Item V– b.i. on the special meeting agenda.

b. Discussion and Possible Actions:

i. Settlement of a Personal Injury Claim

Secretary Beckham asked for a motion to accept the settlement of the claim as proposed to the MARB by the City and its counsel.

Mr. Falcigno made a motion to approve the settlement of the claim as proposed, with a second from Mr. Luciano. Motion carried.

c. Mayor's Executive Summary

Mayor Borer shared with the MARB that Standards and Poor (S&P) recently upgraded the City's credit rating to "A minus" from "BBB+", noting that the City has been upgraded twice over the last 10 months. The City Council approved a Fund Balance policy that was drafted by the Finance Director. The FY24 audit appears to be on time. The City paused working with the consultants, Whittlesey and Protiviti, to focus on the audit. The Mayor has started visiting the City's larger businesses as well as the University of New Haven, Yale, and the Veterans Administration Hospital.

d. Review, Discussion and Possible Action:

i. City and BOE Monthly Financials – September 2024

Mr. Gormany provided an update on the City's financials with Revenue collection at 33.08% of overall budget and Tax collections at 49.29%. The City has received additional revenue from the State in the Motor Vehicle Pilot Fund. Expenditures are at 12.44% of budget with the City continuing to monitor overtime expenses. Allingtown Fire Department and the Sewer Fund are trending on budget. Mr. Hamilton commented on monitoring interest income as the Federal Reserve cuts interest rates.

Mr. Cavallaro the BOE's financials. He stated that there has been very limited expenditure activity with it being early in the school year. Mr. Cavallaro noted that there was an issue with September 25<sup>th</sup> payroll with double payments that the BOE and City are working on. Mayor Borer informed the MARB that this will be Mr. Cavallaro last meeting as he has a new opportunity. Secretary Beckham congratulated him on the new opportunity and appreciated his work with the MARB.

ii. City and BOE Year End June 2024 Budget Transfers

Mr. Gormany commented on the City's three (3) FY2024 budget transfers. The first is a set of transfers between various expenditures within the General Fund's operating budget. The second is to transfer \$990,000 from the General Fund to the Sewer Fund due to sewer expenditures exceeding revenues. The third is a budget revision for the Allingtown Fire Department (AFD) having excess revenues of \$403,000 and having unspent expenditures of \$806,000. AFD can make an additional payment of \$1.2 million to pension liability.

Mr. Luciano made a motion to approve the City's budget transfers, with a second from Mr. Alvarez. Motion carried.

Mr. Cavallaro provided the BOE's FY2024 budget transfers between various expenditures within its operating budget and stated that the BOE has a balanced budget.

Mr. Luciano made a motion to approve the BOE's budget transfers, with a second from Mr. Falcigno. Motion carried.

iii. Status of FY 2024 Audit

Mr. Gormany stated that the finance department has bi-weekly meetings with the auditors and expect the June 30, 2024 audit report to be issued by December 31, 2024.

Secretary Beckham has indicated that the FY2024 audit looms large in matters that concerns West Haven's status with the MARB.

e. ARPA Funded Projects

A copy of the City's ARPA Project Tracker was provided. Mayor Borer stated that the City received \$29 million of ARPA funding and plans to have those funds obligated by December 31, 2024. She noted that a significant amount of money was spent on the administration of these funds with an ARPA Committee, a consultant, and an attorney to ensure that the City will not be paying back any funds. The City has also adopted a resolution to allocate any funds not obligated to go to prevalent needs.

f. Tier IV Action Plan Update:

i. Finance Manager Summary – Protiviti

A copy of the City of West Haven's Status Report prepared by Protiviti was provided.

g. Review, Discussion and Possible Actions: Non-Labor Contracts:

i. PMA Management Corp. – Third Party Claim Administrative Services – Workers Compensation and Risk Services

PMA Management Corp. is a Third-Party Administrator (TPA) that is providing various crucial services to the City of West Haven that include claim handling of workers compensation, property and casualty, and other liability claims. PMA is currently working off a renewal contract for the period July 1, 2023, through June 30, 2026. This contract was not executed by the prior administration or advertised as an RFP.

The City's Finance Department is requesting approval to enter into a contract with PMA that expires on June 30, 2025, while it advertises an RFP for these services to be effective July 1, 2025. PMA would currently receive an annual claim handling service fee of \$183,750 plus an additional claim handling fee for other specific types of claims. These service fees would be paid out of the General Fund. The West Haven City Council approved this request at its October 28, 2024, meeting.

Mr. Gormany noted that this is a one-year contract ending June 30, 2025, so not to disrupt the services being provided by PMA since 2011-2012. Mr. Hamilton mentioned that with an RFP, there may be issues with legacy claims if there are two different vendors involved beginning in July 1, 2025.

Mr. Luciano made a motion to approve the PMA Management Corp. contract with a second by Mr. Falcigno. The motion was approved unanimously.

ii. Municipal Emergency Services, Inc. – Turnout Gear for the Three Fire Districts – ARPA Funds

The Allingtown, Center, and West Shore Fire Districts are looking to purchase new protective gear for the firefighters. Each district will purchase 27 sets of Fire Dex coats and pants from Municipal Emergency Services (MES) of Waterford, CT for \$99,900 per District (\$299,700 total). The vendor MES has a Sourcwell contract, a purchasing type co-op used by the City of West Haven. This purchase is using ARPA funds.

Mr. Luciano made a motion to approve the Municipal Emergency Services, Inc. protective gear contract with a second by Mr. Hamilton. The motion was approved unanimously.

iii. Stryker Sales, LLC – LIFEPAK 35 Cardiac Monitor and Defibrillator for Allingtown Fire District – ARPA Funds

The Allingtown Fire District is looking to purchase a new LIFEPAK 35 Cardiac Monitor and Defibrillator from Stryker Sales, LLC of Chicago, IL for \$54,934.40. The vendor Stryker has a Sourcwell contract, a purchasing type co-op used by the City of West Haven. This purchase is using ARPA funds.

Mr. Falcigno made a motion to approve the purchase of the Defibrillator from Stryker Sales, LLC with a second by Mr. Alvarez. The motion was approved unanimously.

iv. Flash Fire Industries – Fire Training – Use of Burn Trailer and Fire Scenarios – ARPA Funds

The Allingtown, Center, and West Shore Fire Districts are looking to provide firefighter training for rescue, foreground, and roof operations. This training will involve two vendors plus additional payroll costs for personnel coverage during the training periods.

The first vendor, Flash Fire Industries of Monroe, CT, will provide training associated with using a burn trailer and advanced Rapid Intervention Team (RIT) scenarios. The cost of this training is \$54,000. This vendor is a sole source provider of this training. Mr. Spreyer stated that this is the second half of ARPA funds for training used by the three fire districts.

Mr. Luciano made a motion to approve the Flash Fire Industries contract with a second by Mr. Alvarez. The motion was approved unanimously.

v. Forge Fire & Company – Fire Training and Equipment – ARPA Funds

The second vendor, Forge Fire & Company of Perrysville Ohio, will be providing training and equipment that includes a 24-foot commercial trailer and two (2) APEX roof cut props. The cost of this training and equipment is \$47,800.

Mr. Alvarez made a motion to approve the Forge Fire & Company contract with a second by Mr. Falcigno. The motion was approved unanimously.

vi. West Shore, Center and Allingtown Fire Districts – Fire Training – Shift Coverage Payroll Costs – ARPA Funds

The Allingtown, Center, and West Shore Fire Districts will incur additional payroll costs for personnel coverage during the training periods for its firefighters. Each district is requesting up to \$66,066 for additional personnel coverage costs for these training periods.

Mr. Alvarez made a motion to approve the Fire Training with a second by Mr. Falcigno. The motion was approved unanimously.

vii. New England Yankee Construction LLC – Abatement and Demolish Eight Homes in the City

The City went out for bid seeking proposals to abate and demolish eight (8) houses that have been acquired by the City. Six (6) bids were received. The City is seeking approval to award this bid to New England Yankee Construction LLC, West Haven, CT for \$262,831. This project is being funded through a 2021 grant with the United States Department of Agriculture’s (USDA) National Resource Coalition Services program for floodplain easement.

Mayor Borer shared that these are dilapidated and vacant properties, located along Beach Street, which were flooded during Hurricane Irene and Sandy. The Federal Government through the USDA purchased the homes that will be demolish and will be made into watersheds.

Mr. Alvarez made a motion to approve the New England Yankee Construction LLC contract with a second by Mr. Falcigno. Motion carried.

viii. Hinding Tennis Courts – Build Four New Tennis Courts at 190 Kelsey Avenue - ARPA Funds

The City is looking to rebuild four (4) existing tennis courts located at 190 Kelsey Avenue. Services to be provided include site work, drainage, laser grade, tree removal, fence removal, and asphalt reclaim.

The City is seeking approval to award this work to Hinding Tennis Courts of West Haven, CT for \$795,000. Hinding has a Sourcewell contract, a purchasing type co-op used by the City of West Haven.

Mr. Spreyer said that this is Painter Park, the most used park in the City, and the tennis courts are in disrepair. Hinding has been used for the City’s tennis and basketball courts in the past. Ms. Weisselberg noted that there were currently six (6) tennis courts shown in the photos. Mayor Borer responded that there was not enough funding to do all six courts. The Parks Superintendent has plans to do use the other two courts to accommodate the City’s youth, possibly with street hockey or biking.

Mr. Alvarez made a motion to approve the Hinding Tennis Courts contract with a second by Mr. Falcigno. The motion was approved unanimously.

ix. Affordable Wastes Systems LLC – Curbside Municipal Solid Waste (MSW), Recycling, Bulk and Leaf Collection Services

The City went out for bid seeking proposals for the Municipal Solid Waste (MSW) services that include curbside collection, curbside recycling collections, bulk trash collections, and leaf bag collections. One bid was received and was reviewed by the City.

The City is seeking approval to award a two-year, with an option for a third year, contract to Affordable Waste Systems, LLC of East Haven, CT totaling \$7,272,274. This contract would commence upon the full execution of the agreement to run through September 30, 2026, with an option for a third-year extension to September 30, 2027. This service would be funded out of the General Fund – Public Works budget.

Mr. Falcigno made a motion to approve the Affordable Wastes Systems LLC contract with a second by Mr. Hamilton. The motion was approved unanimously.

x. Gengras Ford LLC - Purchase of a 2024 F-350 Dual Rear Wheel (DRW) with Dump Body

The City of West Haven is looking to purchase one 2024 F-350 Dual Rear Wheel with Dump with a regular crew cab for the Public Works Department at a total price of \$77,538.80. The vendor is Gengras Ford LLC, of Plainville, CT, which has a State Contract. The source of funds for this purchase is FY2025 Bonding funds.

Mr. Alvarez made a motion to approve the purchase of a 2024 F-350 with a dump body that was seconded by Mr. Falcigno. The motion was approved unanimously.

xi. Gengras Ford LLC - Purchase of a 2024 F-350 4x4 with Aluminum Dumping Bed and Snowplow Package

The City of West Haven is looking to purchase one 2024 F-350 Regular Cab 4X4 with an aluminum dumping bed and a snowplow package for the Public Works Department at a total price of \$72,052.30. The vendor is Gengras Ford LLC, of Plainville, CT, which has a State Contract. The source of funds for this purchase is FY2025 Bonding funds.

Mr. Alvarez made a motion to approve the purchase of a 2024 F-350 4X4 with a second by Mr. Falcigno. The motion was approved unanimously.

xii. Tilcon Connecticut, Inc. – Street Paving Projects – ARPA and Capital Bonding Funds

The City is seeking approval to award the contract to perform numerous street paving projects in West Haven to Tilcon of Connecticut of New Britain, CT. The funding sources from these street paving projects are 1) ARPA Funds (Project 2023-020) = \$800,000, 2) FY2025 Bonding Funds and LoCIP funds = \$1,400,000 and 3) ARPA Funds (Contingency) = Up to \$750,000.

Mr. Luciano asked if this item was put out to bid. Mr. Gormany answer that Tilcon CT has a State Contract.

Mr. Alvarez made a motion to approve the Tilcon Connecticut, Inc. – Street Paving Projects contract with a second by Mr. Hamilton. The motion was approved unanimously.

VI. Review, Discussion and Possible Action: MARB Meeting Calendar for 2025

Mrs. Kennison stated that the calendar for 2025 has not been finalized and will be presented at the December 19th meeting.

VII. Adjourn

The Regularly Scheduled MARB Meeting on December 12, 2024, has been moved to December 19, 2024, as a Special Meeting at 10:00AM as a TEAMS Meeting.

Mr. Luciano made a motion to adjourn, seconded by Mr. Alvarez. The meeting was adjourned at 11:50 A.M.

**Hartford Public Schools**  
**Summary of Tentative Contract Agreement**  
**Hartford Federation of Teachers**

- **Term - July 1, 2025 to June 30, 2028**
- **Work Schedule**
  - The teacher work day (starting on 7/1/25) will be 7 hours (reduced from 7 hours 30 minutes).
  - The teacher work year will be 190 days (increased from 187).
  - Newly hired teachers will attend an 8-hour new teacher induction during their first year (at no additional cost to the district).
  - Teachers will attend one 2-hour, evening family engagement night per year (in addition to Open House and three evening parent-teacher conferences).
- **Benefits**
  - Premium cost share for health insurance (2024-2025 was 20.0%)
    - 2025-2026: 20.0% | 2026-2027: 20.5% | 2027-2028: 21.0%
  - Leave changes
    - Sick days reduced to 17 days (from 20 days)
    - If a teacher resigns and is rehired within a year, their previously accrued sick is restored
    - Sick time for partial days is deducted proportional to the time missed (instead of being docked a ½ day for any partial absence)
    - Up to 5 days of sick leave may be used for immediate family illness or medical appointments.
    - Up to 5 days of accrued sick leave may be used concurrent with FMLA to care for a qualifying family member.
    - Existing 5 personal days no longer deducted from sick
    - Childrearing leave includes up to two weeks of paid leave (deducted from personal and then sick).
    - During the first five days of jury duty an employee will be fully paid.
  - Attendance/retention incentive
    - A teacher who uses five or fewer sick days, in any year, can request to be paid out for up to five sick days by the following September.
    - Paid out sick days will be deducted from sick accrual and be paid out at \$200 per day.
    - Payment will be made the December following the year in which five or fewer days were used.
    - Payment will be made for teachers who have retired, but not those who have resigned prior to the December payment.
- **Compensation**
  - Step move in each year of the contract.
    - Drop the bottom three steps in year one (2025-2026).
      - Everyone currently on steps 3, 4, and 5 (the current bottom three steps) move to step 6 for 2025-2026.
    - At all other steps and in all other years of the contract everyone moves a single step.
      - Add a new stop stop in each year of the contract with the new top step 3% above the previous top step in year one (2025-2026) and 4% above the previous top step in the second and third years.
  - GWI (grid increase) of 2% in each year of the contract.

- Teachers with 25 or more years of teaching service in Hartford will receive a \$1,000 longevity payment in each year of the contract.
- Teachers will be paid at the emergency coverage compensation rate if they cover more than 25 minutes of another teacher’s class (changed from half of the class, given varied class lengths between schools).
- Teachers who take an extra class, beyond their contractual limit, will be paid one-sixth of their per diem rate for the duration of the class.
- Signing bonus for teachers in areas of shortage or extreme cannot exceed \$10,000 (up from \$5,000).
- New hires who are graduates of the Hartford Public Schools receive a one-time \$2,500 signing bonus.
- Adjustments to coaching and game worker stipends, including addition of roles.
  - Increase Facility Manager (Athletic Director) stipends to equal the highest coaching stipend in each season among sports offered by the Facility Manager’s school.
- Extra duty rates (currently at \$40 per hour)
  - 2025-2026: \$43 | 2026-2027: \$44 | 2027-2028: \$45

● **Cost Analysis (based on 1,452 unit members)**

Year of contract	Fiscal Year	Added Cost of Contract	Percent Increase
One	2025-2026	\$6,073,084	5.15%
Two	2026-2027	\$6,702,444	5.42%
Three	2027-2028	\$6,822,502	5.24%
<b>Total</b>		<b>\$19,598,030</b>	<b>15.80%</b>

● **Impact on Recruitment and Retention**

	BA		MA		MA+30	
	Min	Max	Min	Max	Min	Max
<b>Hartford 24-25</b>	47,464	82,082	51,761	92,331	56,198	98,479
<b>Hartford 25-26 (Year One)</b>	54,552	84,544	60,740	95,101	65,187	101,433
<b>Improvement</b>	+7,088	+2,462	+8,979	+2,770	+8,989	+2,954
<b>Avon 24-25</b>	64,194	84,194	70,682	108,289	75,075	118,963
<b>Bloomfield 24-25</b>	54,094	90,269	56,220	100,555	59,758	107,004
<b>East Hartford 24-25</b>	56,283	82,999	64,726	97,824	67,541	105,530
<b>Glastonbury 24-25</b>	53,535	92,838	56,780	105,505	60,141	112,982
<b>New Britain 24-25</b>	53,200	88,798	58,983	99,272	63,064	106,500
<b>CREC 24-25</b>	48,560	80,156	51,563	97,279	57,936	105,415

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

HARTFORD BOARD OF EDUCATION

AND

THE HARTFORD FEDERATION OF TEACHERS  
LOCAL NO. 1018, AFT, AFL-CIO

JULY 1, 2025 - JUNE 30, 2028



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - UNION RECOGNITION.....	1
C. DSAP Holders.....	1
ARTICLE II - BOARD PREROGATIVES.....	2
ARTICLE III - GRIEVANCE PROCEDURE .....	3
A. Definitions.....	3
B. Procedure .....	3
C. General Provisions:.....	4
D. No Work Stoppage.....	5
ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL .....	6
ARTICLE V - SALARIES .....	6
D. Initial Salary Placement .....	7
E. Upgrades .....	7
F. Workers' Compensation .....	7
ARTICLE VI - FRINGE BENEFITS .....	8
A. Health Insurance .....	8
B. Alternative Health Insurance Plans.....	9
C. Life Insurance .....	10
D. Sick Leave.....	10
E. Sick Leave Bank .....	10
F. Part-time Teachers' Benefits.....	12
G. Insurance Coverage While On Leave .....	12
ARTICLE VII - FAIR PRACTICES .....	13
D. Discipline .....	13
ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS.....	13
A. Definitions.....	13
B. Assignment .....	13
C. Transfers, Voluntary .....	14
D. Transfers, Involuntary.....	16
E. Layoff and Recall.....	18
F. Board-Created Opportunities.....	19
ARTICLE IX - NOTICES AND ANNOUNCEMENTS.....	19

A. Circulars.....	19
B. Notices to Union .....	19
ARTICLE X - CLASS SIZE LIMITATIONS.....	20
ARTICLE XI - EXTRACURRICULAR ACTIVITIES.....	22
ARTICLE XII - MISCELLANEOUS .....	23
A. Representation.....	23
B. Substitutes.....	23
C. Preparation Periods for Teachers.....	25
D. Leadership Positions.....	27
E. Duty Free Lunch.....	27
F. Reimbursement for Losses.....	27
G. Parking Facilities .....	27
H. Professional Improvement/Tuition Reimbursement.....	27
I. Collections from Students.....	28
J. Professional Study Days .....	28
K. Student Teachers.....	28
L. Teachers' Lounge.....	28
M. Buildings with No Cafeteria .....	28
N. Instructional Staff Work Year/Workday.....	28
O. Assembly Coverage by Special Teacher.....	30
P. Save Harmless Policy .....	30
Q. Faculty Meetings.....	30
R. Discipline.....	31
S. Teacher Evaluations.....	32
T. School Calendar.....	32
U. Art Carts.....	32
V. Building Security .....	32
W. Teacher Rotation.....	32
X. Job Sharing.....	33
Y. Areas of Shortage or Extreme Need .....	34
Z. Innovations.....	34
AA. Teaching Schedules .....	34
BB. Guidance Counselors Assigned to Teaching Duties.....	34
ARTICLE XIII - PROFESSIONAL STATUS.....	35

A. Suggestions and Contributions .....	35
B. Union School - Principal Meeting .....	35
C. Union - Superintendent Meeting.....	35
D. Ad Hoc Committee .....	36
E. Exchange of Views Concerning Construction.....	36
F. Job Descriptions.....	36
G. Health and Safety.....	36
ARTICLE XIV - UNION RIGHTS.....	36
A. Dues Check-off.....	36
B. Union Leave.....	37
C. Exclusive Bulletin Board .....	37
D. Union Meetings in Schools.....	37
E. Copy of Agreement.....	37
F. Union Rights to Information.....	38
G. No Pay Loss for Meetings.....	38
H. Union Right to Board Agenda .....	38
I. Access to School Budget .....	38
J. Building Representative Release .....	38
K. COPE Deductions .....	39
L. Access to School Mailboxes .....	39
ARTICLE XV - ELEMENTARY SCHOOLS .....	39
A. Elementary Head Teachers .....	39
B. Rotating Yard Duty.....	40
ARTICLE XVI - SENIORITY .....	40
A. Definition of Teacher.....	40
B. Employment Date .....	40
C. Modification.....	40
D. Seniority Lists .....	41
E. Tie Breaker.....	41
F. Seniority for Union Officers .....	41
ARTICLE XVII - LEAVES OF ABSENCE .....	41
A. Sabbatical Leave .....	41
B. Union Detached Service Leave.....	42
C. Personal Days.....	43

D. Leaves Without Pay Other Than Maternity .....	44
E. Child-Bearing and Child-Rearing .....	44
F. Adult and Summer School Staffs .....	45
G. Violation of Leave of Absence Provisions .....	45
H. Return from Leave .....	45
I. Reassignment after Return from Leave .....	45
J. Family & Medical Leave .....	46
ARTICLE XVIII - PERSONNEL FILE .....	46
A. Limitations on File .....	46
B. Right to Review File .....	46
C. Right to Reply .....	46
D. Right to Copy Material .....	47
ARTICLE XIX - SAVINGS CLAUSE .....	47
ARTICLE XX - DURATION .....	47
ARTICLE XXI - PRIOR PRACTICES .....	47
ARTICLE XXII - INCENTIVES .....	48
A. School Improvement Incentive .....	48
B. Hartford Residency .....	48
C. National Board Certification .....	49
ARTICLE XXIII - TEACHING OUTSIDE OF CERTIFICATION .....	49
APPENDIX A - SALARY SCHEDULES .....	50
APPENDIX B - EXTRA PAY FOR EXTRA DUTY .....	53
APPENDIX C - SPECIAL EDUCATION CLASS SIZE LIMITATIONS .....	59
APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS .....	61
APPENDIX E - MISCELLANEOUS .....	62
1. Differentials .....	62
2. Mileage .....	62
6. Hartford Adult School Teachers .....	62
7. Distance Learning .....	63
APPENDIX F - LONGEVITY AND SEVERANCE .....	64
SIDE LETTER .....	66
MOU's .....	67

AGREEMENT made and entered into by and between the

HARTFORD BOARD OF EDUCATION  
(hereinafter referred to as the “Board”) and the

HARTFORD FEDERATION OF TEACHERS, LOCAL NO. 1018,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO  
(hereinafter referred to as the “Union”).

WHEREAS, Connecticut General Statutes, Sections 10-153a through 10-153j, recognize the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between boards of education and teacher organizations; and

WHEREAS, in a special referendum conducted among the certified personnel of the Hartford Public Schools a majority of those voting selected as their sole representative the Hartford Federation of Teachers, and it thereby became the exclusive collective bargaining representative for all teachers in the unit; and

WHEREAS, the Board and its designated representatives have met with representatives of the Union including meetings appropriately related to the budget-making processes, and fully considered and discussed with them, as representatives of the teachers in the bargaining unit: salary schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

#### ARTICLE I - UNION RECOGNITION

- A. The Board recognizes the Hartford Federation of Teachers, Local 1018, AFT-CT, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative of all those employees in the teachers’ bargaining unit defined as “teachers” as defined by Connecticut law for the purpose of collective bargaining.
- B. Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with an immediate supervisor or (2) processing a grievance in his/her own behalf as an individual in accordance with the grievance procedure contained herein.
- C. DSAP Holders

In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- 1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be

credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

2. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. DSAP holders shall have no bumping rights or recall rights under this Agreement. Reduction in force and recall provisions shall not apply to such DSAP holders.
4. A DSAP holder shall have no rights related to assignments, transfers and opportunities. DSAP holders may be assigned as needed in the district in the Board's sole discretion. A DSAP holder shall have no right to file and/or pursue a grievance with respect to such issues.

## ARTICLE II - BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the provisions of the Strategic Plan and the 48 Recommendations of the Connecticut Commissioner of Education; to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance: A complaint by an employee, a group of employees similarly situated or affected, or by the Union that there has been a misinterpretation, misapplication or violation of the specific provisions of this Agreement.
2. "Work days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

Grievances filed by the Union shall be brought in the name of the Union signed by the President of the Union (or her/his designee). Such grievances shall be processed at all steps using testimony of affected individual(s) whether or not they are named grievants.

### B. Procedure

Grievances shall be processed in the following manner:

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within twenty (20) work days of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the specific contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the bargaining unit member prior to making his/her decision, but in any event must render his/her decision within five (5) work days of the submission. The bargaining unit member may be accompanied by a Union representative if he/she so desires at any such meeting.

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor, prior to filing a grievance. However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Superintendent (or specified designee) and the Union President (or designee).

Step 2: If no satisfactory settlement is reached after presentation of the grievance at Step I, the grievance may be pursued by the bargaining unit member to the Superintendent (or his/her designee) by providing the Superintendent (or his/her designee) with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1. The Superintendent or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) work days following the bargaining unit member's filing the grievance with the Superintendent (or his/her designee). The Superintendent (or his/her designee) shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Union.

Step 3: In the event that the grievance is not settled at Step 1 or Step 2, then the Union may seek arbitration of the grievance. No bargaining unit member may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder. The Union's request for arbitration shall be in writing and must be filed with the applicable arbitration agency with a copy to the Superintendent or his/her designee within ten (10) work days after the receipt of the Superintendent's (or his/her designee's) decision at Step 2 or not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first. All grievances filed for arbitration shall be submitted to the American Arbitration Association.

In lieu of submitting grievances to the American Arbitration Association for arbitration the parties may by mutual agreement submit grievances to a single arbitrator mutually selected by them.

The decision of the arbitrator shall be final and binding upon both parties, except as otherwise provided by law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. General Provisions:

1. The specific provision(s) of the Agreement which have been alleged to have been violated in the matter must again be identified in the submission.
2. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.
3. Any grievance, as defined above, not presented for disposition through the grievance procedure described under "Procedure" above within twenty (20) work days of the time when either the Grievant knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement.
4. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered a withdrawal of the grievance. Failure at any step to appeal if no decision was rendered shall also be considered a withdrawal of the grievance. The time limits specified at any step after Step I may be extended in any particular instance by written agreement signed by both the Superintendent or his/her designee and an officer of the Union.
5. Grievances arising from the action of an official other than the immediate supervisor shall be filed with the involved administrator.



6. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with instruction of students. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. The grievant or grievants shall be excused one (1) hour prior to commencement of the proceeding, and witnesses shall be excused thirty (30) minutes prior to commencement of the hearing. Persons proper to be present for the purposes of this section are defined as an aggrieved teacher or teachers, their appropriate Union representatives, and qualified witnesses.
7. The Union will be notified, in advance, of the time and location of grievance meetings held by the Superintendent or his/her designee.
8. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.
9.
  - a. A Union representative shall be permitted to investigate and process grievances when otherwise free from teaching or duty assignments. In no case shall the Union Representative interfere with normal classroom procedures of others.
  - b. In schools where there is no Union representative, a teacher shall be appointed by the Union as building representative. The President of the Union shall notify the principal and teachers of the building of the name of the appointee.
10.
  - a. The Board shall permit the President of the Union or the President's designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to terms and conditions of this Agreement.
  - b. Permission to visit schools shall not be unduly withheld. If conferences with teachers or other bargaining unit members are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the teacher.

D. No Work Stoppage

The Union and the Board agree that any difference between the parties on matters relating to the Agreement shall be settled by the means herein provided. The Union in accordance with Connecticut law, will not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee represented hereunder.

## ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL

The Board shall provide to the Union a copy of its policy manual, regulation handbook for principals and central administrators and all amendments thereto.

## ARTICLE V - SALARIES

- A. Teachers shall be paid in accordance with the salary schedule set forth in Appendix A annexed hereto and made a part hereof.
- B. Teachers shall be paid bi-weekly (every other Friday), in equal installments. Teachers shall be paid on a 26 pay plan. Any teacher paid on the 22 pay plan as of July 1, 2008 shall be permitted to continue on such pay plan. Teachers paid under Appendix D of this Agreement for Summer School, Extra Pay for Extra Duty, will either receive in writing clear notification of hours worked from the Payroll Department for specific duties (e.g. Power Hour, class coverage, loss of preparation time, etc.) or have such notification clearly delineated in their pay stubs.
- C. The salary schedule listed in the Agreement shall be interpreted and applied in accordance with the following:

### Current Salary Schedule

- 1. Bachelors: A Baccalaureate Degree awarded by an accredited college or university.
- 2. Masters: A Masters Degree awarded by an accredited college or university.
- 3. MA + 30/6th Year: A Sixth Year Certificate awarded by an accredited college or university or the equivalent of a Sixth Year Degree in graduate credits.
- 4. MA +60: 60 graduate credits beyond the MA Degree.
- 5. Doctorate: A Ph.D., Ed.D., M.D. J.D. awarded by an accredited college or university.

### Grandfathered Salary Schedule

- 1. MA + 15: 15 graduate credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2011 shall be eligible to be paid on this salary lane.
- 2. MA + 45: 45 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
- 3. MA + 75: 75 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
- 4. MA + 90: The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D, Ed.D., M.D. or J.D. degree awarded by an accredited college or university.

D. Initial Salary Placement

The initial salary of a teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion. The following is a guideline for the provision of additional credit to teachers new to the district:

1. Public, private, or collegiate full-time successful teaching experience under appointment.
2. Long-term substitute temporary teacher experience in Hartford.
3. Military service (active duty) to a maximum of four years.
4. Peace Corps, Teacher Corps, Americorps and Vista service to a maximum of two years.
5. Up to three years of relevant private sector experience.
6. In an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hire or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage.

E. Upgrades

All upgrades of teacher salary based upon additional educational attainment as set forth in Article V.C.

Such upgrades shall be effective within 60 calendar days of receipt, by the Executive Director of Human Resources or designee, of all necessary paperwork, including the request for upgrade and the official transcript from an accredited university showing the conferral of the degree for a Masters or a Ph.D. (for a degree lane) or the credit for new graduate credits since the last upgrade (for a non-degree lane). The Parties agree that an Ed.D., M.D., and J.D. shall count as a Ph.D. for upgrading purposes. The Parties agree that previous side letters regarding upgrading shall continue to apply to the extent relevant.

F. Workers' Compensation

Workers' compensation benefits shall be paid in accordance with the law. Any teacher on workers' compensation leave on July 1, 2005 shall continue for the duration of that leave in whatever pay status he or she is in on that date. In no case shall the no statutory pay status last for more than one year. For informational purpose, the parties note that Conn. Gen. Stat. § 10-236a applies to teachers injured through an assault at school.

ARTICLE VI - FRINGE BENEFITS

A. Health Insurance

The following health insurance coverage shall be offered during the life of this Agreement, subject to the procedures in Article VI(G).

1. High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”).

In-Network visits shall be subject to a \$2,000 deductible for an individual plan. In-Network visits shall be subject to a \$4,000 deductible for a family plan.

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000. Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

Upon reaching the deductibles, there shall be an Rx co-payment applied as follows:

Generic:	\$5
Brand (formulary):	\$15
Brand (non-formulary):	\$30

The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. Effective July 1, 2019, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, as soon as practicable after July 1 and as soon as practicable after September 1. Effective July 1, 2020, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, as soon as practicable after July 1 and as soon as practicable after January 1.

Teachers shall contribute the following percentages toward the premium cost of no more than 4% above the allocation rate for the year in question for individual or family coverage on the HDHP/HSA plan:

2025–2026:	20%
2026–2027:	20.5%
2027–2028:	21%

Employee payroll deductions shall be made in accordance with the Board’s Section 125 Premium Conversion Plan.

2. Employees enrolled in the Board’s health insurance plans shall receive the Full-Service Dental Plan with over 19 dependent rider and riders A, B, C and D, subject to the employee premium cost share.

3. Retired members and their survivors, who retired before July 1, 1999 and were in the health insurance plan before July 1, 1999, shall have access to group rates for all established benefits.

Members who retired after June 30, 1999 and before July 1, 2002, who were in the health insurance plan before July 1, 2002, and who received retirement benefits or a disability allowance through the State of Connecticut Teacher's Retirement Board after June 30, 1999 and before July 1, 2002, as well as the members' spouses and survivors, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the member, spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

In addition, members who perform twenty years or more of service to Hartford Public Schools, and take retirement or disability benefits pursuant to Connecticut General Statutes Section 10-183f (a) from Hartford Public Schools after June 30, 2002, as well as the member's spouse, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

HFT agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board.

B. Alternative Health Insurance Plans

The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.
4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

5. The Union agrees that the Board may procure pharmaceutical coverage through the State of Connecticut, should such program become available.

C. Life Insurance

The Board further agrees to extend without cost life insurance (the amount thereof to be one and one-half times the individual's annual salary) to include unit members who are assigned on or before December 1 in any year for a teaching position. After retirement, the amount of said life insurance coverage may be converted at a level not less than 50% of its face value at the time of retirement, at the retiree's own expense.

The City will make available to unit members a Supplemental Universal Life Insurance Program. Such program will be voluntary, provide discounted rates, and will be paid by each unit member through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board of Education.

D. Sick Leave

The regular yearly sick leave allotment shall be seventeen (17) days (not including personal days); the accumulative unused sick leave days shall not exceed 187. If a teacher resigns and is rehired within a year, they will receive the accrued sick time from their previous service.

Deductions from sick leave for teachers who have accumulated the maximum allotment of 187 shall be first from the annual allotment of seventeen (17) days, and from the accumulated days only after the seventeen (17) days have been exhausted.

A teacher who misses school due to illness or for a medical appointment before completing the workday shall be docked proportionally to the time missed.

A medical certificate may be required of a bargaining unit member who is absent for more than five consecutive days, or the day before or after a school holiday or vacation. A medical certificate may be required of a bargaining unit member whose attendance record exhibits excessive use or a pattern of abuse (e.g. extending a holiday, a weekend, and/or vacation; missing the first/last day of school; etc.). If a pattern of abuse or excessive absenteeism is noted, the administrator will meet with the member regarding the concern. An administrator may require a medical certificate for future absences once excessive use or a pattern of abuse has been noted. The provisions of this paragraph shall not be subject to arbitration.

Teachers may utilize up to five (5) days of sick leave time for cases of illness in the immediate family (spouse, child or relative living in the teacher's home) or for wellness appointments and/or routine preventative appointments.

E. Sick Leave Bank

1. All members of the bargaining unit shall become participants in the sick leave bank by contributing two (2) days from his/her accumulated sick leave. If at any time

the total number of days in the bank drops below three thousand (3,000), the employees will again deposit into the bank three (3) days by each teacher.

2. Upon exhaustion of accumulated sick leave any teacher covered by this Agreement may apply to the Sick Leave Bank Committee, as hereinafter provided, for a withdrawal of days. Application should be made as soon as the teacher suspects that time will be requested. Teachers who may run out of accumulated sick leave may apply to the Sick Leave Bank. Application should be made as soon as the teacher suspects that time will be required. Sick Bank days take effect upon exhaustion of accrued sick time. Sick Bank time is not awarded retroactively after the teacher has returned to work.
3. A Sick Leave Bank Committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The Sick Leave Bank Committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final.
4. Applications to the Committee shall be made by letter and accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Applications shall be transmitted, with supporting documents, to the Co-Chairpersons of the Committee. It is the applicant's responsibility to provide, with the letter of application, the following information to both Co-Chairpersons:
  - a. A description of the condition requiring additional sick leave days.
  - b. A complete history of the use of accumulated sick leave time. Include dates absent and the reasons where possible. Date of expiration of full days or accumulated sick time is also required.
  - c. A statement of the history of the condition and other relevant conditions.
  - d. A statement from the attending physician or medical professional offering a diagnosis and a prognosis and, where possible, an estimated date when the applicant may return to work.
  - e. A request for a specific number of days from the Sick Leave Bank.
  - f. Incomplete applications will not be acted upon by the Sick Leave Bank Committee.
5. An employee who exhausts all full pay accumulated sick leave may be granted up to thirty (30) school days by the committee in response to the written application. Payment for such days shall begin only after all full pay accumulation has been used. Additional sick time will not be granted to persons who have abused existing sick days. The Teachers' Sick Bank is a valuable benefit for all teachers. It is an insurance policy against catastrophic illness or disability which assures that teachers' salaries are continued during times of stress and sickness.

6. If, after the original withdrawal authorized by the committee, the employee is unable to return to duty, he/she may submit to the committee an application for an additional withdrawal of up to twenty (20) school days. The second withdrawal will begin following expiration of the first withdrawal.
7. The first and second application must be accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Thereafter, any part-pay accumulation as described above to which the employee is entitled shall be implemented. The Sick Leave Bank Committee shall have the authority to require a second opinion by a physician designated by the committee, the cost of such opinion to be borne by the employee.
8. The Sick Leave Bank Committee shall have the discretion, but be under no obligation, to authorize additional days from the bank to employees in cases of extended disability. The Committee's decisions shall not be subject to the grievance process.

F. Part-time Teachers' Benefits

1. Insurance.

Part-time teachers under regular contract shall be entitled to share in all insurance programs, excepting life insurance, on a prorated basis dependent on the portion of the school week that they are employed. The individual teacher will be required to pay the portion of the cost not covered by the Board.

2. Course Payments.

Part-time teachers who are employed under regular contract for a minimum of one-half of the school week, shall be allowed to take one 3-credit course compensated by the Board, under the provisions of Article XII, Section H provided that the course:

- a. Leads to certification, if the teacher is not fully certified.
- b. Leads to increased proficiency in the subject matter area in which he/she is teaching.
- c. That the course is approved in advance by the administration.

G. Insurance Coverage While On Leave

Any employee on an authorized leave of absence without pay, shall be entitled to continue as an enrolled member of any insurance policy where authorized by the insurance contract set forth in this Article, provided such teacher has made arrangements satisfactory to the Superintendent for payment in full of the cost of such insurance program during his/her absence. If the insurance carrier allows payments to be made on a basis other than noted above, this will be approved by the Superintendent.



## ARTICLE VII - FAIR PRACTICES

- A. The Board and the Union agree not to unlawfully discriminate in the application of the terms or this contract against any teacher protected under state or federal discrimination laws, as may be amended from time-to-time.
- B. The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.
- C. The provisions of paragraphs A and B above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and shall not be subject to the grievance procedure.
- D. Discipline
  - 1. No member shall receive a written reprimand copied to the personnel file, or be suspended without pay except for just cause. Any verbal warning or counseling letters shall not constitute discipline subject to the grievance process. Any discipline above a verbal warning or counseling letter shall be for just cause, subject to the grievance process and copied to the teacher's personnel file.
  - 2. All suspensions must be in writing to the employee with the reason for the disciplinary action stated. Notification shall be given to the Union.
  - 3. The remedies set forth in Conn. Gen. Stat. Sec. 10-151 shall be the exclusive remedy for the termination or non-renewal of the contract of any teacher. Any request for a hearing concerning non-renewal or termination of contract must be requested within twenty days of receipt of notification, or otherwise as set forth in any amendment of Connecticut General Statutes Section 10-151.

## ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS

- A. Definitions
  - 1. An "assignment" is the placement of a member of the bargaining unit within the same school or, for teachers whose assignment is program based, within the same program.
  - 2. A "transfer" is a change in school building placement or, for teachers whose assignment is program based, in a program on either a voluntary or involuntary basis.
- B. Assignment
  - 1. The assignment of a bargaining unit member is the responsibility of the Superintendent or his/her designee, e.g. school or program administrator.

2. a. Teachers shall be given an opportunity to fill out preference sheets indicating three preferences in order of priority grade level on or about February 1, with the understanding that such preference requests shall be taken into consideration in making assignments for the ensuing year.
- b. All teachers will be given their teaching assignments, but not necessarily the actual period-by-period breakdown, no later than June 15 except, however, that such assignments may be changed hereafter because of conditions or contingencies beyond the control of the Board.
3. A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.
4. Positions filled by assignment of an individual from the same school/program shall not be subject to the posting requirement. The position within the building/program ultimately left vacant will be subject to the normal posting procedure.

C. Transfers, Voluntary

1. All known or anticipated vacancies for the subsequent school year shall be posted on or about March 15 of each year. Tenured bargaining unit members shall complete an application for transfer to any posted position or to a particular school whether or not a specific opening exists at that school at the time of the posting before the posting closes.
2. The application for transfer shall include up to two openings or desired locations for which the bargaining unit member wishes to be considered. If one of the two positions is closed due to budget constraints, the bargaining unit member may be allowed to add another position to their application for transfer.
3. Positions filled on or before the first day of the student school year shall not be subject to annual posting procedures. That is, such positions need not be posted if the vacancy becomes known to the Board and is filled after the Annual Posting is finalized and on or before the first day of the student school year. Further, the Parties agree that there is no requirement to post any position that becomes vacant as a result of a bargaining unit member being selected for a position as a result of an application made through the annual posting process to a generalized position or a school location. Additionally, a position, which becomes vacant because a member was selected for a position as a result of the Annual Posting, may be filled directly with an outside applicant without regard to any applicants for generalized positions or school locations from the Annual Posting (e.g. if teacher x, a third grade teacher, applies for “any second grade position” as part of the Annual Posting and a second grade position becomes available during the summer and is selected, the third grade position which becomes vacant during the summer will not be posted and may be filled directly by an outside candidate.).

4. If a tenured teacher applies to a school even without a specific vacancy listed or applies to a desired location/generalized position (e.g. “any elementary position” or “any social studies position”), the Principal is not obligated to conduct an interview but may do so, at his/her sole discretion.
5. If the bargaining unit member applies to a desired location/generalized position, for example, “all second grade positions,” this “location” would not include any specific openings listed on the Annual Posting. If for example, a Dwight second grade opening is listed, the member must specifically apply for such position; stating “all second grade positions” would not be considered as an application for the specific opening listed, e.g. the Dwight position.
6. If the applicant, who applied to a school location without vacancies identified or to a generalized position (e.g. “all social studies positions”), decides to withdraw, he/she must inform the Office of Talent Management in writing prior to 4:00 p.m. on June 30<sup>th</sup> of each year. If an applicant fails to withdraw before the time specified above, and is selected, he/she must report to the new assignment at the beginning of the school year.
7. A teacher, who previously applied for a desired location/generalized position, must provide to the Office of Talent Management, in writing, his/her contact information for the summer, including telephone number and email address before the last day of school. Failure to provide such documentation shall mean the member has waived his/her rights to be considered for any positions.
8. A teacher who has applied for a category of positions (generalized position) or to a school location shall be considered for positions if such vacancy occurs over the summer. If he/she is not available to interview when emailed, he/she shall waive his/her rights to all positions. Prior to August 1, a failure to respond to a telephone call or email within 5 calendar days shall be viewed as a waiver of all rights to all positions. On or after August 1, a failure to respond within two business days shall be deemed a waiver of all rights to all positions. If a member refuses an interview or fails to appear for an interview, he/she shall waive his/her rights to all positions for which he/she applied.
9. Where a position is filled by a bargaining unit member after the close of the standard Annual Posting Process as a result of a member applying for a generalized position or applying to a school location, the Union agrees that it will not file any grievances related to the selection of one bargaining unit member over another bargaining unit member.
10. In filling vacancies, the administrator shall select the most qualified applicant. In determining qualifications, the Superintendent or his/her designee, shall consider the following:

- a. Certification required for the position.
- b. Experience: Demonstrated experience in relevant elementary positions or subject area experience for secondary positions.
- c. Educational Background: Graduate courses and advanced degrees in the grade level or subject area directly related to the posted position.
- d. Specialized training relevant to the position.

Upon the request of the Union, decisions as to qualifications for a position shall be subject to review by the Superintendent or his/her designee, which decision shall not be arbitrary or capricious.

- 11. Appointments shall be effective at the beginning of the subsequent school year, unless otherwise determined by the Superintendent.
- 12. Bargaining unit members may request information as to the reason they were not selected for a posted position. Such information shall provide substantive reasons for the denial of the transfer.
- 13. If the employee's transfer request is granted, the employee may be denied a subsequent transfer for a period of two years, on that basis alone.

D. Transfers, Involuntary

- 1. Before an involuntary transfer is made from a school because of a loss of position at the school, consideration shall be given to the following:
  - a. Volunteers who may wish to transfer to another school or work site;
  - b. The least senior employee in the affected certification areas (elementary) or department (secondary).

The Superintendent or his or her designee may deviate from seniority for reasonable cause.

Employees transferred involuntarily because of a loss of position at the school, shall have the right to return to the same school or department in the reverse order in which they were transferred (unless there is reasonable cause not to make the transfer), if a vacancy for which the teacher is certified occurs within two years of the involuntary transfer. The teacher shall complete a form provided by the Human Resources Department within one month of the transfer to exercise this option.

- 2. A teacher may be involuntarily transferred from a school because of performance concerns if the teacher has received a rating of needs improvement, unsatisfactory, or is on intervention during a particular school year. In such cases, teachers may be granted, at the Superintendent's discretion, an administrative transfer to another

location. Employees transferred involuntarily because of performance concerns shall have the right to apply for vacancies that may arise in the school from which they were transferred under the provisions of Article VIII C above, provided that the employee is tenured. The decisions of the Superintendent under this section shall be final and not subject to the grievance procedure.

3. Involuntary transfers shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. To the extent possible, teachers shall receive written notice of transfers to be effective at the beginning of the next school year prior to June 15. During the summer, teachers shall be notified in writing by regular and certified mail at the address on file with the Board of any involuntary transfers and the reasons therefor. The teacher may request consultation with the decision maker within two (2) days of receipt of the notice and the reasons for the transfer.
4. Notwithstanding the foregoing, the transfer of teachers to and from a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall be determined by the Superintendent or his or her designee, and shall not be subject to the grievance procedure. Involuntary transfers into or out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified that the involuntary transfer is being implemented in connection with an applicable state or federal law.
  - a. The Superintendent shall select teachers to be transferred out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution). The sole criterion shall be whether the transfer is in the best interest of the Hartford Public Schools.
  - b. Prior to involuntarily transferring any teacher into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), the Superintendent may choose either of the following options:
    - i. Select one or more of the fifty (50) Master Teachers within the bargaining unit that were previously designated by the Board. Bargaining unit members and new hires who apply and are accepted for these Master Teacher positions will have no specific assignment at any school site and will accept temporary assignments throughout the district at the direction of the superintendent or his or her designee. Postings for these positions shall clearly state their

itinerant nature, that those selected shall act as troubleshooters for the system, that they will likely be asked to work in priority schools and other challenging and critical situations, that the elite nature of these positions requires proven success as an educator and finally that those selected for these positions will be making a three year commitment during which they are waiving their rights under the voluntary transfer provisions of this agreement. The Board and the Union recognize that the skills, flexibility and expertise demanded of these positions may require additional compensation. The Board, at its discretion, may choose either the leadership stipend, the extended day stipend, the extended year stipend, or the signing bonus for need or any combination thereof depending on the Board's need to attract applicants to these positions.

OR

- ii. Seek volunteers from across the school district, and interview qualified volunteers.

The final decision regarding which of the above options to use and/or which teachers shall be involuntarily transferred into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall rest with the Superintendent or his or her designee.

E. Layoff and Recall

1. In the event of a reduction in force necessitating the elimination of bargaining unit positions, teachers will be laid off in the reverse order of their seniority in the system within certification area(s). No permanent teacher shall be laid off as long as there are non-tenured teachers holding positions for which the permanent teacher is qualified.
2. Any employee who is laid off shall have recall rights as follows:
  - a. Teachers who have been laid off shall have their names placed on a preferential hiring list.
  - b. Seniority shall be the determining factor in recall provided that the teacher is certified and qualified for the position.
  - c.
    - i. A teacher's name shall remain on the list for a period of thirty (30) months from the date of layoff or until the teacher refuses a position for which the teacher is qualified.
    - ii. A teacher who formerly worked 40% or more shall remain on the recall list unless the teacher refuses a position which is 40% or more of a full-time position.

- d. No new employee shall be hired to fill a position for which there remains a certified and qualified laid off teacher.
- e. Teachers on the recall list shall be notified of openings by regular and certified mail sent to their last known address and must respond to the Administrator for the Office of Talent Management within ten (10) days of the delivery date of the notification of the opening. To insure coverage under this subsection, teachers must keep the Board informed of all address changes.

F. Board-Created Opportunities

- 1. It is recognized that during the course of a year there are many opportunities for teachers which arise in the system. Board-Created Opportunities shall be defined as programs which extend beyond the normal workday or work year that do not require a teacher to leave a current teaching position, for example: Summer School, Adult School, Curriculum Teams (when posted). Such opportunities shall be posted internally at the school level, setting forth the requirements, schedules and rates of pay and the procedure for application. Members of the bargaining unit shall have preference for all such opportunities provided the member is qualified. If the position is not filled by a bargaining unit member, the Board may then offer such position to a non-unit member. Nothing herein prevents the Board from posting a generalized summer position at the district-level.
- 2. All postings for such positions will be made as soon as they are known. Teachers will have ten days to apply for openings except where it may be necessary to post for less than this period of time. The Union will be notified in writing within ten days of the names of the teachers chosen for the respective positions. The time for filing a grievance will be within ten calendar days from the time the notification is sent to the Union.

ARTICLE IX - NOTICES AND ANNOUNCEMENTS

A. Circulars

All official circulars from the Superintendent's office and from the Board which are intended for the information of the employees shall be posted on school bulletin boards so as to be available to them as soon as possible upon receipt in the schools. Copies of these circulars, after a reasonable posting time, shall be filed in each school so that they continue to be available to the employees as needed for their effective period.

B. Notices to Union

A copy shall be sent to the Union office of any notice, directive or bulletin relating to teachers generally or to any substantial group of teachers.

## ARTICLE X - CLASS SIZE LIMITATIONS

The Board agrees to maintain the class size limitations listed below.

1.
  - a. No regular academic elementary class in grades pre-kindergarten through 2 shall exceed 23 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
  - b. No regular academic class in grades 3 through 6 shall exceed 27 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
  - c. No regular academic class in grades 7 through 12 shall exceed 28 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
  - d. When a Unified Arts (Physical Education, Art, Music, ELL, Media, or other area of special instruction) class size exceeds the class size limits established in sections a–c by five (5) or more students, the teacher can complete a class size claim and submit to the Superintendent or his/her designee for consultation and review. Such consultation and review shall not be subject to the grievance process.
  - e. Recognizing the value to special education students, it will be expected that special education classes will not normally be doubled up in art, music, physical education or other areas of special instruction.
  - f. The class size limitations listed above shall be increased by 5 students for regular academic classes that are co-taught. Co-taught shall be defined for the purposes of this Article as a class comprised of both special education and regular education students and taught by both a special education teacher and a regular education teacher.
  - g. Any Montessori based class shall be considered a class established for larger group instruction. The applicable class size shall be 28 students.
2. Class sizes and excesses shall be determined on the basis of class roster(s), except in cases where it is reasonable to adjust the number of students on the roster downward. Examples of appropriate reasons to adjust the number of students on the roster downward include, but are not limited to, the following: a student who is rostered in more than one classroom or school; a student who is known to have moved from the school; a student who is on a long-term absence due to illness, incarceration, or for any other reason; or a student who has been removed from the class and is awaiting placement elsewhere.
3. On or before October 10<sup>th</sup>, but no earlier than September 16<sup>th</sup>, each teacher who believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C,



must initiate the formal process and submit his or her claim of an excess in writing to the Superintendent or his/her designee. Such written claim must include the following information: (1) the name of the teacher; (2) the name of the school; (3) the grade level or classes (including whether or not the class is co-taught); (4) the number of students enrolled in the affected class; (5) the date that number was enrolled; and, (6) a copy of the attendance sheet for that date. The Superintendent must receive all written claims of excesses by October 10<sup>th</sup>. Any claim of an excess arising prior to October 10<sup>th</sup> and not submitted in writing to the Superintendent or his/her designee by October 10<sup>th</sup> shall be deemed waived by the teacher and shall not be subject to the grievance procedure. Nothing in this paragraph shall prohibit a teacher from communicating with his/her principal regarding class size issues prior to September 16<sup>th</sup>.

If a teacher believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, for the first time after October 10<sup>th</sup> in any school year, he or she must submit his or her claim of an excess in writing as described above to the Superintendent or his/her designee within fifteen (15) days of the first day of the excess. Any claim of an excess arising for the first time after October 10<sup>th</sup> and not submitted in writing to the Superintendent or his/her designee within fifteen (15) days of the first day of the excess shall be deemed waived and shall not be subject to the grievance procedure.

4. The determination of appropriate class size shall be on or before October 17<sup>th</sup>, at all school levels. The parties shall also continue ongoing review of class size issues throughout the school year.
5. On or before October 11<sup>th</sup>, in each school year, the Board shall present a proposal to resolve all claimed class size issues to the Union. Such recommendations shall be consistent with the following:
  - a. The Board agrees that the special education class size guidelines in effect as of the effective date of this Agreement, shall be not increased during the life of this Agreement without prior negotiations with the Union and are subject to the grievance procedures of this Agreement up to the Superintendent or his/her designee.
  - b. The parties agree that these guidelines are intended to insure an orderly procedure for a return to compliance from temporary excesses in class size limitations.
6. If the Board does not provide any support by October 18<sup>th</sup>, in the case of an excess claim filed in writing to the Superintendent or his/her designee on or before October 10<sup>th</sup>, or within twenty school days of the filing of written notice with the Superintendent or his/her designee, in the case of an excess claim filed after October 10<sup>th</sup>, the Board shall provide the affected teacher the following remedy:

In instances where class size exceeds the limitations outlined above, where feasible, the Board shall open an additional classroom. If not feasible, the Board shall hire a full-time teacher to co-teach (two (2) teachers of appropriate certification, which may include two (2) regular education teachers). If these remedies are not implemented, the Board shall pay the teacher on an excess per child per full day basis based on the following formula:

The teacher's base salary divided by the number of standard work days shall equal the per diem amount.

The per diem amount divided by the total class size limitation (23, 27, or 28) shall equal the cost per excess child per day.

The cost per excess child per day times the number of children over the class size limitation (23, 27, or 28) times the number of days over the class size limitation shall equal the total excess class size compensation.

Note: for Middle School or High School, the per diem cost per excess child per day shall be divided by the total number of instructional classes per day or A/B schedule, etc...

Such written claim must be received by the Superintendent or his/her designee within five school days of October 18<sup>th</sup> or within five days of the Board's deadline to respond, if such claim is made for the first time after October 10<sup>th</sup>. Thereafter, the contractual grievance procedure shall apply.

7. "Days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

## ARTICLE XI - EXTRACURRICULAR ACTIVITIES

- A. Assignments to paid extracurricular activities shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular activity for which there is a provision for payment in Appendix B annexed to this Agreement, a teacher may be appointed by his/her immediate supervisor, provided that no teacher may be required to accept such appointment in two (2) successive years.
- B. Vacancies in such assignments for which compensation is provided shall be posted for a period of ten days as they become available. The posting shall include the qualifications required and the qualifications preferred for the position; the assignment shall be for a period of one year/season and the position shall be reposted annually. Selection shall be based on the best qualified candidate. Where the posted extracurricular activity is limited to one school, then the activity may be posted with preference to unit members within the school. Members of the bargaining unit, who are qualified, shall be afforded a preference for such positions.

- C. Any teacher involved in athletic coaching shall not be scheduled for detention time which will conflict with that activity. However, excused time for this activity will be made up after the activity is completed.
- D. It is understood that if an employee is expected to conduct activities within the school building after the normal school hours, a custodian shall be required to be in the building until the activity is concluded and such employee has left the premises.

## ARTICLE XII - MISCELLANEOUS

### A. Representation

- 1. Any employee who is summoned to the Board of Education building by an administrator shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.
- 2. If a school administrator summons a teacher to the school office, the teacher shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.

### B. Substitutes

- 1. Whenever a teacher, K-8, who is otherwise free from teaching or duty assignment is required to cover a class period for another teacher for more than twenty-five (25) minutes, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period. A regular K-8 teacher shall be considered free from a teaching assignment or duty assignment whenever a special, art, music or physical education teacher is instructing the class and an agreement has been reached with the special teacher or with the principal that does not require the presence of the regular teacher.

Whenever a shortage of qualified substitutes occurs and the Board is unable to hire a substitute for an absent teacher according to its normal procedure and coverage is required, then coverage will be provided as follows:

A period by period roster listing the names of all teachers in alphabetical order who are available (that is, have a scheduled preparation period) each period will be available at the desk of the principal's secretary and teachers will be used on a rotating basis.

- a. At no time will head teachers or media coordinators be used for coverage except for emergency or short-term assignments as for a homeroom period.
- b. Counselors and other special service personnel (social workers, psychological examiners, special education resource teachers, TESOL

teachers, librarians, SLPs) may also be used in emergency situations for class coverage.

- c. The exempt teachers noted above shall be used only after each staff member in a particular period has gone through four rotations and no volunteers are available. The exempt teachers, if utilized, shall be utilized on an equitable basis.
    - d. Whenever a middle school class requires coverage, the class will be covered in accordance with the language applicable to the particular school, e.g.: middle school in a 6-12 school follows the high school language. Stand-alone middle schools follow K-8 language.
  2. Whenever a high school class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at anytime. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in any semester, he/she shall receive the emergency coverage compensation rate listed in Appendix D of this Agreement for each such class period covered commencing with the second such period in a given semester.
  3. A per diem substitute is one who is employed on a day-to-day basis because there is no regularly appointed teacher for such duties, and as such is not a member of the bargaining unit. A per diem substitute shall become a temporary teacher subject to the applicable provisions of this Agreement when such person works in the same position for forty (40) consecutive school days.
  4. Temporary Teacher
    - a. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is replacing a teacher for more than forty (40) consecutive school days on an approved or authorized leave of absence.
    - b. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days for which a permanent teacher has not been appointed.
    - c. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days due to the resignation, retirement or termination of a regularly appointed teacher prior to the end of the academic year to which he/she was appointed.

All temporary teachers shall be placed on the BA Step 1 of the salary schedule or on a higher placement as determined by the Superintendent and receive all the benefits granted to regularly appointed teachers. Such salary placement shall be made after the temporary teacher has worked in the same position for forty (40) consecutive school days or at such earlier time as determined by the Office of Talent Management.

All other teachers shall be regularly appointed teachers.

Teachers on the layoff list or teachers who have received notice of layoff shall have preference by seniority for temporary teacher positions for which they are qualified. They shall be placed on the appropriate step of the salary schedule and retain all their rights and privileges.

Notwithstanding any of the above, a regularly appointed teacher who, prior to layoff or prior to receipt of notice of layoff, transfers into a temporary teacher opening shall retain his/her regular status.

A teacher who is on layoff who is recalled to a temporary teacher opening shall be considered regularly appointed and shall retain whatever rights to be placed in a permanent full-time position as he/she had while on layoff and shall attain no greater rights as to recall because of appointment to the temporary position.

C. Preparation Periods for Teachers

1. Preparation time/periods shall be time used for educational purposes.
2. All high school teachers will normally teach five class periods per day and be scheduled for two periods per day for educational purposes, one which shall be for assigned duties, and one of which shall be for preparation. Whenever a class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at any time. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in a semester, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period after the first such occurrence in each semester. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
3. Teachers at the Middle School level, grades 6-8, and seventh and eighth grade teachers in K-8 schools shall teach five periods and shall have a minimum of one preparation period per day, and where additional special subject areas are offered, one duty period per day. If there is an emergency need for coverage and a teacher

is required to provide class coverage during his/her preparation period, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period, If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.

4. Volunteers from the bargaining unit shall be sought to perform detention duty. If there are no volunteers, teachers may be assigned this duty by the principal on a rotating basis, provided that no teacher will be assigned such duty more than five (5) days per year, and provided further that at least two weeks' advance notice of the assignment will be given. Any teacher sought by the Administration to perform detention duty beyond the scheduled workday (including any additional required work time), as discussed above, shall be paid at the Extra Pay for Extra Duty rate.
5. All teachers teaching at pre-k through sixth, shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. Further, up to 45 minutes of the 225 each week on a monthly average may be Administration directed preparation time at the discretion of the Administration.
6. Sixth, seventh and eighth grade teachers shall follow the preparation and meeting schedule of the school in which they are located.
7. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school or the high schools, all teachers at those locations shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. For example, non-traditional duties include but are not limited to student advising, enrichment periods, common planning time, etc. Additionally, such teachers shall not be required to perform more than 225 minutes per full week on a monthly average of traditional duties, specifically study hall, cafeteria, late student arrival, and/or hall.

Further, without waiving its unilateral right to create the schedule in its sole discretion, the Administration acknowledges the value in spreading out preparation time.

D. Leadership Positions

The School Administrator shall determine leadership positions for each school in its sole discretion at the annual rates of \$1,500, \$2,500, or \$3,000. In the event that the School Administrator determines that a leadership position is required, notice of such opportunity' and the applicable stipend amount shall be provided at the applicable school location. The School Administrator shall select the successful candidate from among those teachers expressing interest.

E. Duty Free Lunch

All teachers shall have a minimum of a thirty (30) minute duty-free lunch.

F. Reimbursement for Losses

The Board will allocate \$10,000 for the purpose of reimbursing teachers for loss, excluding cash, or damage to personal property (other than cars) incurred while in the performance of duty. Such payments shall not duplicate those covered by the teacher's insurance. The Board will also allocate \$15,000 for the purpose of reimbursing teachers for damage to their cars while on school duty, whether or not the car is covered by insurance. All reimbursements for the foregoing will be held until the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the respective funds.

G. Parking Facilities

The Board and the Union will work in cooperation with the Police Department to establish parking facilities for teachers wherever necessary and possible.

H. Professional Improvement/Tuition Reimbursement

The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Teachers who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to \$700 per credit, up to a maximum of six (6) credits per year. Additionally, upon written request by the teacher, the Executive Director of Human Resources or his/her designee may reimburse for a course or course of study in an area of shortage or need of qualified teachers up to the full amount of tuition if the teacher agrees, by way of written agreement, to maintain employment in the District for up to three (3) years after completion of the coursework or to repay the tuition reimbursement received should the teacher not maintain said duration of employment. The Executive Director of Human Resources or his/her designee's decision shall not be subject to the grievance and arbitration provision of the Agreement. Courses shall be eligible for reimbursement only during the school year in which the teacher took the course(s). Teachers must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the

completed course work. For doctoral programs, successful completion can be confirmed by receipt of “In Progress” when credits are obtained, provided that the credits are aligned to the program requirements.

I. Collections from Students

The only programs for which teachers will be required to collect monies are those sponsored or approved by the Board. Such collections shall not exceed three per school year and shall continue for no longer than one week per collection.

J. Professional Study Days

The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences, conventions or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the principal or coordinator and the Superintendent of Schools or his/her designee for particular purposes of special benefit to the school system.

Advance notice of at least 10 school days must be provided by any teacher requesting a professional study day, except in cases of a teacher substituting for another in connection with a previously approved request. Approval of teacher requests is at the discretion of the Superintendent and is not subject to the grievance process beyond the Superintendent level. A written report may be required of any teacher attending such sessions.

K. Student Teachers

Any teacher requested to accept a trainee will have one week’s advance notice.

Teachers shall have the right to accept or reject a student teacher.

No student teacher shall be assigned to a teacher who does not have three years of teaching experience, one year of which shall be in the Hartford Public Schools.

L. Teachers’ Lounge

Every school shall have at least one teachers’ lounge which is kept clean and provided with suitable furniture.

M. Buildings with No Cafeteria

Every effort shall be made to provide refrigerators and cooking facilities in all teacher lounges in buildings without cafeterias.

N. Instructional Staff Work Year/Workday

1. Teacher Workday

- a. Effective July 1, 2025, the workday shall be 7 hours.



- b. In grades 9-12 and in grades 6-12 in 6-12 schools teachers are required to remain through the eighth period (45 minutes after the school day ends) on one day per week.
- c. In addition to the time set forth above, teachers shall be required to attend up to two additional sixty minute meetings per month, scheduled by the principal on a given day of the week for the year, for the purpose of group, team, and/or grade level meetings and/or any other committees on which teachers serve. The type of meeting shall be determined by the Administration, but must not be an additional faculty meeting.
- d. The work day for professional personnel assigned to the Psychological, Speech and Hearing and Social Work Departments shall be from 8:30 a.m. to 3:30 p.m. each day, or the work day of teachers in the buildings to which they are assigned.

2. Teacher Work Year

- a. The work year for teachers as of the effective date of this Agreement is 190 days, of which 182 are designated for student instruction. Teachers shall use ½ day of the allocated pre-service professional learning days prior to the start of the school year for classroom set up. In addition, the Board will provide time for teachers during the workday and work year to complete Vector training or its equivalent.
- b. Newly-hired teachers shall attend eight (8) hours of New Teacher Induction prior to the start of the year or during their first year for those teachers hired after the first day of school.

3. School/Home Communication

- a. Teachers at all levels shall be required to attend 1 mandatory evening Open House or comparable activity each year. In addition, teachers shall be required to attend 3 evening parent-teacher conferences and one family engagement night or comparable events that will convene for two hours in the evening.
- b. The Board may schedule parent-teacher conferences at all levels. There shall be 3 early release days scheduled each year on the day immediately following the evening parent-teacher conferences referenced above. The schedule on such days shall be two (2) hours early release and an additional two (2) hours after the normal dismissal time, and teachers are required to remain on site during all such scheduled conferences.
- c. If the Board, in its sole discretion, increases the overall time commitment set forth above, it shall pay affected teachers at their pro-rata rate.

4. Notwithstanding any other language contained herein in this section, the Board shall retain the right to schedule early release days for students. The Board may schedule in-service training for teachers on such days. On such early release days, the workday for teachers shall be extended by the same number of minutes (not to exceed two hours) as students are dismissed early.
5. During the last scheduled professional development half day in May of each school year, the elementary school teachers shall be released from attending professional development activities and shall instead perform administrative duties in the school, including completing their cumulative files, updating their record keeping, finalizing their class lists/placements, and the like.
6. Notwithstanding any provision of the Agreement to the contrary, the Superintendent or his/her designee may increase in writing the school day and/or school year in a designated school on a yearly basis and in such event all teachers in such designated school shall have his/her pay increased on a pro-rata basis. The Administration may decide in its discretion not to extend the day of certain members of the staff of a school if the members do not spend full-time at the location or are less than full-time. Effective July 1, 2025, to calculate the increase, 1,300 hours shall be subtracted from the new hours for the year and divided by 1,300 hours.

O. Assembly Coverage by Special Teacher

Any special teacher scheduled for a class that is at an assembly period will relieve the regular teacher for that portion of the assembly period that said special teacher would be instructing that particular class, but not if the special teacher is involved in the assembly program.

P. Save Harmless Policy

The Board shall protect and save harmless any teacher from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such teacher at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board. (Connecticut General Statutes, Section 10-235). These obligations are set out in statute and are not subject to the grievance procedure.

Q. Faculty Meetings

1. Notice of faculty meetings shall be posted by noon on the school day before the day of the meeting except in emergencies. No teacher shall be required to attend more than two full faculty meetings per month unless the person calling the same shall file, prior thereto, a written statement with the Superintendent (and a copy with the Union School Committee) setting forth the need for such additional meetings. The

dates for such meetings shall be set in the calendar at the beginning of the school year and may be changed only with one week's prior written notice.

2. In no event shall faculty meetings extend more than sixty (60) minutes beyond the normal time for teachers to leave school.

R. Discipline

Nothing in this section shall be construed to require the Board or the Administration to violate the provisions of the Family Educational Rights and Privacy Act ("FERPA"). Specifically, there shall be no discussion of any individual students whether by name or by reference at any meeting convened under this provision. If any discussion references specific students or incidents, the Principal or designee shall have the authority to immediately discontinue/cancel the meeting.

1. It is understood and agreed by the Board and Union that the discipline of students is the joint responsibility of both the teachers and the administrators.
2. The Board and the Union agree at the opening of each school year to establish a joint School Discipline Committee to provide a continuing study of discipline and the School Discipline Handbook within the school and to make recommendations for their improvement.
  - a. Copies of the School Discipline Handbook shall be made available to the teachers. Said School Discipline Handbook shall contain the Board's then current complete discipline policy.
  - b. Upon request, the committee shall be entitled to receive twice yearly a report that includes the following:
    - i. To the extent such statistics and/or records are kept, the number of students referred to school administration for discipline;
    - ii. To the extent such statistics and/or records are kept, types of offenses for which students are referred;
    - iii. Number of cases in which the student is either suspended or expelled;
    - iv. Type and length of sanction.

This provision shall not be construed to include the actual discipline referral form.

3. The School Discipline Committee shall include the principal (or designee) and at least three teachers selected by the Union School Committee.

4. The teacher is entitled to know the outcome of the disciplinary action taken by the principal (or designee) in any case where such teacher has filed a written statement of the offense and full information on disposition of the case will be made available to the referring teacher on request.
5. Teachers receiving students from long-term suspension, full-time placement outside of the system, or incarceration shall be given notification of the student's return and necessary information, within any applicable legal limitations, regarding the student's situation and subsequent interventions in order to allow the teacher to appropriately service the student.
6. So as to avoid potential FERPA violations, Sections 4 and 5 are not subject to the grievance procedure.

S. Teacher Evaluations

Evaluations shall be conducted in accordance with the provisions of Section 10-151b of the Connecticut General Statutes, as amended from time to time. This reference to statutory rights is provided for informational purposes and is not subject to the grievance procedure, provided however that claims concerning the procedural provisions of the evaluation plan may be submitted to the grievance process up to the Superintendent level.

T. School Calendar

Prior to adoption by the Board of the school calendar for the school year, the proposed calendar shall be submitted to the President of the Union for comments and suggestions.

U. Art Carts

A cart will be provided on every floor to carry art supplies if an art room is not available to the teacher.

V. Building Security

The Board shall continue its efforts to provide adequate building security against trespassers.

W. Teacher Rotation

Teachers shall not be assigned regular elementary and/or middle school classroom combination classes for more than one year without prior consultation and agreement of the teacher. Should such classes exist for more than one year at a specific grade level, such assignments shall be rotated among the potentially affected teachers (e.g. teachers assigned to fifth and sixth grades in the case of a 5/6 combination class) notwithstanding any other provision of this Agreement.

X. Job Sharing

The Board may permit job sharing opportunities annually. Job sharing grants may be made annually subject to the following terms and conditions:

1. Teachers shall be appointed to job sharing positions on a voluntary basis only. Job sharing arrangements shall be subject to mutual agreement of the teachers involved. Any job sharing arrangement must be approved by the Superintendent or his or her designee. Salary, fringe benefits and the Board's contribution for health benefits shall be prorated in accordance with the allocation of responsibility under the job sharing plan.
2. The parties shall create a Job Sharing Committee, consisting of one member appointed by the Superintendent and one member appointed by the President of the Union.
3. Applications for job sharing positions must be submitted to the Job Sharing Committee by February 1 prior to the year requested. The application shall identify the teachers involved, the position sought, and the plan for allocating responsibility for all areas of teacher responsibility, including teaching, grading, parent communication, administrative responsibilities and all other professional responsibilities of the position. The application shall also include a written statement from the principal concerning his/her position regarding the application for a job sharing position. The Union's Job Sharing Committee member shall forward the Union's recommendation in writing to the Superintendent's committee member, who shall forward the application along with the written recommendations to the Superintendent or his/her designee before March 1 prior to the school year requested.
4. The Superintendent or his/her designee shall consider and grant or deny each request on its individual merit on the basis of whether the plan is educationally sound, with priority consideration of the impact, if any, on the education of the children. Such decisions shall be made on an annual basis on or before May 1. Teachers who wish to job share in future years shall follow the procedures set out in paragraph 2.
5. Job sharers shall substitute for each other whenever possible. Schedules may be adjusted to allow partners the opportunity to pay back the other by covering (i.e., cover the appropriate number of days that one partner substitutes for the other).
6. If for any reason a member of a job sharing team is unable to continue in the position, the partner will be given the option to cover the entire position for the remainder of the year until another job sharer can be identified. The substitution of a new job sharer shall occur only upon approval of the Superintendent after consideration of the impact on the position to be vacated.
7. At the end of a job-sharing arrangement, a teacher who is job sharing will be guaranteed his/her return to a full-time position at the beginning of the school year

if the teacher would otherwise be entitled to a position under this Agreement. The teacher must notify the Office of Talent Management by February 1 prior to the school year requested of his/her intent to return to a full-time position.

Y. Areas of Shortage or Extreme Need

The Board may determine areas of shortage or extreme need in filling vacant positions. When necessary, to attract the highest quality applicants, the Board may offer “Signing Bonuses” to prospective applicants. Such payments shall be in an amount not to exceed \$10,000.

An internal candidate recruited to a school deemed in need by the Administration may be issued a signing bonus of up to 20% of such teacher’s base salary, in the sole discretion of the Administration. Such payment shall be in two installments and requires a two year commitment to the location by the teacher.

Master Teachers may be assigned as needed throughout the district and may be compensated under this provision.

Z. Innovations

Notwithstanding the provisions of Article XX, the parties agree that innovations in educational programs are necessary to the Hartford Public Schools. The Board reserves the right, by providing written notification to the Union, to request negotiations over provisions in this Agreement that may be affected by such innovations (e.g. changes in educational delivery models such as online courses and the use of distance learning technology), such as (but not limited to) length of school day, transfers, assignments, and preparation periods. Such a request to negotiate will be necessary only where such changes impact wages, hours or conditions of employment over which the parties are obligated to bargain. Such negotiations shall be governed by the provisions of Connecticut General Statutes Section 10-153f(e).

AA. Teaching Schedules

A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.

BB. Guidance Counselors Assigned to Teaching Duties

Nothing herein shall preclude school principals from assigning guidance counselors to teaching duties within certification area. There shall be no additional compensation for such duties.

## ARTICLE XIII - PROFESSIONAL STATUS

### A. Suggestions and Contributions

It is recognized that the bargaining unit members are members of a profession and have the interest of professionals in their work. It is further recognized that they may make constructive suggestions and contributions toward the administration of the school system.

A bargaining unit member who believes he/she has not been treated as a professional, in conducting his/her work, may file a grievance against the involved administrator. Such grievance shall be processed through the Superintendent-level and shall not be subject to arbitration.

### B. Union School - Principal Meeting

The principal of a school shall meet at least once a month with and at the request of a Union School Committee not exceeding five in number selected by the Union from among its members in that school in order to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures for that school shall be proper subjects for discussion at such meetings. Specific information concerning pending grievances at Steps 1 through 3 of the grievance process shall not be proper subjects for discussion at such meetings. Policies which may be adopted or maintained for that school as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union. The principal shall have a preliminary agenda furnished by the Union School Committee two days in advance of the meeting. The school principal, if he/she so desires, may place items on the agenda of the monthly meeting. The Union shall be given a copy of the principal's preliminary agenda items at least two (2) days in advance of the meeting. Vice principals may sit in with the principal at such meetings. Agenda items shall be addressed in alternating order, and there shall be a ninety-minute time limit on such meetings which may be extended by mutual agreement. Either or both parties may bring resource persons to the meeting.

### C. Union - Superintendent Meeting

The Superintendent of Schools and representatives of the Union shall meet at the request of either party on a monthly basis to discuss matters of educational policy and professional concern as well as matters relating to the implementation of this Agreement for a period not to exceed two hours except as it may be extended by mutual agreement. Policies adopted or maintained as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union.

1. The Union Committee for this purpose shall consist of three to five committee members chosen by the Union.

2. The Superintendent may meet in person or through his/her designated representative and may include at the meeting such members of his/her administrative staff as he/she may desire.
3. The Union and the Superintendent will submit, at least one week in advance of such meeting, items which they wish to be placed on the agenda for discussion.

D. Ad Hoc Committee

Nothing in this Article shall be deemed to curb the absolute right of the Superintendent and/or the Board to appoint and meet with ad hoc committees made up of individual teachers for the purpose of discussing such administrative matters as the Superintendent and/or the Board may desire. It is understood, however, that such committees as are set up under this Section shall not discuss matters which by statute are reserved to the Union as the representative of teachers for collective bargaining.

E. Exchange of Views Concerning Construction

The Board or its representatives and representatives of the Union shall exchange views concerning major alterations in existing school buildings and proposed new construction, as part of the regularly scheduled Union School-Principal and Union-Superintendent Meetings.

F. Job Descriptions

While the establishment of job descriptions is a prerogative of the Board, the Union has a right and the Board an obligation to negotiate the salary, terms and conditions of employment for unit members working under such descriptions.

G. Health and Safety

The principal of a school or his/her designee shall meet no more than once every other month, at the request of a Union Health and Safety Committee, not exceeding five in number selected by the Union from among its members in that school, in order to discuss issues relating to health and safety at the school. There shall be no prohibition on the Administration including participants from other Unions or from the Administration, in its sole discretion.

## ARTICLE XIV - UNION RIGHTS

A. Dues Check-off

The Board shall notify the Union in writing when any certified employee is hired. Each employee who chooses to join the Union shall sign a card to that effect. The Union will notify the Board in writing of the new hire's decision to join the Union. Beginning within 30 days of said notification the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the



Union, the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.

The Board shall deduct the amount certified by the Union as the annual dues from the pay of each employee who chooses to join the Union in equal biweekly installments. All such deductions shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the annual Union dues directly to the Union.

Bargaining unit members who are not new hires may choose to opt out of the Union by submitting written notice to the Union. The Union shall forward said notice to the Board within ten (10) business days from receipt of notice. Included with the notice sent to the Board shall be the date upon which dues collection is to cease along with documentation signed by the employee stating when dues collection is to cease upon withdrawal from the Union. Absent any documentation stating when dues collection is to cease, the BOE will immediately cease collecting dues from said employee.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

The Union shall be informed upon request of all hires contracted through outside agencies.

B. Union Leave

Union members will be granted leave without loss of pay to attend special leadership training opportunities and for special Union business upon request of the President of the Union with the approval of the Superintendent which shall not be unreasonably denied.

C. Exclusive Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of Union notices and/or announcements.

D. Union Meetings in Schools

The Union may call meetings in each school before or after school or during the lunch hour upon request to and permission from the principal. Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.

E. Copy of Agreement

The Board agrees to furnish a copy of this Agreement to every employee covered herein within forty-five (45) days following the ratification of the Agreement by the parties. In accordance with the above understanding, new hires shall be provided a copy of this Agreement at the time of employment. Upon mutual agreement of the format to be used, the Union agrees to share the cost of printing the Agreement equally.

F. Union Rights to Information

There shall be made available to the Union, upon its request, any and all information, statistics and records that are relevant or necessary for the proper enforcement, implementation or negotiations of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Records of teachers other than those involved shall not be available without the approval of the individual teachers.

The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

G. No Pay Loss for Meetings

Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in conferences or meetings, they shall suffer no loss in pay. Meetings shall be scheduled to minimize interference with instructional time.

Notwithstanding the above provision of XIV(G), teachers who attend grievance hearings during the school day shall be excused one (1) hour prior to the commencement of the proceeding, and witnesses for the same hearing shall be excused thirty (30) minutes prior to the commencement of the hearing.

H. Union Right to Board Agenda

A copy of the public agenda of the regular Board meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meetings. The agenda of special meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meeting except in the case of emergency meetings in accordance with statute.

I. Access to School Budget

The supply budget allocation for each school shall be made available to the Union's building representative at his/her request.

J. Building Representative Release

All official building representatives shall be released from morning homeroom assignments and yard duty and shall continue to be released from afternoon high school homeroom assignments. Official building representatives may be used in an emergency at the discretion of the principal and vice principal. The Union shall have one official building representative per fifty (50) teachers or major fraction thereof with a minimum of one such representative per school.

One individual shall be assigned to provide release time per year for homeroom coverage. Assignments for such coverage will be rotated on an equitable basis from year to year. Where possible, paraprofessionals will be assigned to provide coverage.

K. COPE Deductions

The Board agrees that, upon submission of the HFT-COPE payroll authorization card, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this Agreement.

L. Access to School Mailboxes

School mailboxes shall be available for the distribution of communications by the authorized officials of any teachers' organization. A courtesy copy shall be placed in the principal's mailbox and a courtesy copy shall be sent simultaneously to the Superintendent. The Board and the Union shall designate a school by mutual agreement at which inter-school mailbox for the Union shall be located. The Union shall have access to utilize the Board's email system. The Federation's use of the District's email system shall be limited to information members of a meeting or other informational purposes. At no time shall the Federation use the District's email for political activity.

ARTICLE XV - ELEMENTARY SCHOOLS

A. Elementary Head Teachers

1. When it is necessary for the principal of a school to be absent for more than one-half day, and there is no vice principal on duty a head teacher shall be appointed to be in charge of the school. Such appointment shall be made, after posting by the principal within the school from among the senior qualified applicants.
  - a. The head teacher is responsible to the principal.
  - b. The head teacher position is operative only when the principal or the assistant principal is not available to provide coverage on routine activities that are essential for proper operation of the school or which require immediate action.
2. In an elementary school that has a non-attached building housing five (5) or more teachers with no administrator, a head teacher position may be created. Such head teacher will be paid a stipend of \$1500.
3. The position of the head teacher does not in any way or means relate to evaluation of teachers or supervision of instruction and is not considered an administrative position.

B. Rotating Yard Duty

Volunteers shall be sought to perform elementary yard duty before any elementary school teachers are assigned such duty. If a sufficient number of volunteers is not available, then elementary school teachers (other than building representatives) may be required by the principal to perform yard duty not earlier than 15 minutes before the school session begins and such duty will be assigned on a rotating basis by the principal.

ARTICLE XVI - SENIORITY

A. Definition of Teacher

For the purposes of this Article, the term “teacher” shall include each employee of the Board below the rank of Superintendent who holds a certificate issued by the State Board of Education and who is employed in a position for which a certificate is required by the State Board.

B. Employment Date

Seniority for all teachers shall be counted from the first day of work in the school system in a position for which the State Board of Education requires a certificate.

C. Modification

Seniority shall be modified by the following considerations:

1. Teachers who quit and are reemployed shall accrue seniority as of their reemployment date.
2. Teachers who are laid off and rehired shall retain all their accrued seniority but shall not accrue additional seniority during the period of layoff.
3. Teachers on authorized leave shall continue to accrue seniority.
4. Teachers on unauthorized leave shall not accrue seniority for the unauthorized days of the leave.
5. Members of non-certified Hartford bargaining units who become teachers shall be allowed to carry fifty percent (50%), up to a maximum of five (5) years, of their seniority for continuous service within the district into the teachers bargaining unit upon his/her first day of work in the teachers bargaining unit. The parties agree and acknowledge that teacher tenure may only be awarded pursuant to the provisions of law and any modification to seniority pursuant to this subsection shall not have any effect on teacher tenure or considerations related thereto.

D. Seniority Lists

Seniority lists, including social security numbers and/or employee identification numbers, shall be provided to the Union upon request not more than once per year, except in the case of pending layoffs. Errors which occur inadvertently shall not invalidate the list; however, any employee laid off due to the error shall be made whole.

E. Tie Breaker

In case of a tie, seniority shall be determined by the last four digits of the teacher's social security number. The higher number shall have more seniority. If an employee has no social security number, then the last four digits of the employee's identification number will be used.

F. Seniority for Union Officers

Teachers shall continue to accrue seniority as long as they occupy a position within the bargaining unit.

ARTICLE XVII - LEAVES OF ABSENCE

A. Sabbatical Leave

Provided the requirements hereinafter set forth are satisfied, sabbatical leave may be granted to at least three (3) teachers for each school year.

1. Purpose. Sabbatical leaves for teachers are granted for professional improvement only, and these leaves are only for purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.
2. Duration of Leave. Sabbatical leave in the Hartford Public Schools is granted for a full year or for a full semester. It is not granted for a portion of a semester.
3. Eligibility. No teacher can be granted a sabbatical leave unless he/she has completed seven (7) years of service as a teacher and has achieved tenure in the Hartford Public Schools.
4. Process of Selection. All candidates for sabbatical leave for the school year or for either semester should apply, in writing, to the Office of Talent Management on or before the third Monday in April. Each applicant is required to present, in writing, a carefully elaborated plan of study or a project, the successful completion of which will promise real benefit both to the teacher and to the Hartford Public Schools.

Candidates are selected by a committee of three with two members appointed by the Superintendent and one member appointed by the Union. In granting leaves, the Committee gives preference to a teacher who gives promise of a considerable number of years of service in the Hartford Public Schools.

5. Requirements To Be Met. Teachers who are granted leaves are required at the conclusion of their leaves to return to their teaching duties in the Hartford Public Schools and continue in Hartford service for not less than two years. They must submit a written agreement to the effect that if they do not return to Hartford service upon termination of leaves, they will refund all sums of money paid them by the Board during their sabbatical leaves. Unusual cases are presented to the Board for review.

Upon completion of sabbatical leaves, teachers are required to submit to the Superintendent a written report on the work completed while on leave. These reports are included in their personnel folders.

6. Financial Arrangements. Teachers on sabbatical leave receive the difference between their regular salary and the salary paid teachers on the first step of the Bachelor's schedule. In cases of teachers with legal dependents (spouse and children only, said spouse not being gainfully employed during the year of leave), there is provided an additional (family) allowance per dependent, equivalent to the current income tax exemption for dependents.

Whenever teachers are awarded fellowships by universities or foundations, consideration is given to the size of grant given these teachers by the universities or foundations involved and the Superintendent will determine the appropriate amount to be paid them while on sabbatical leave, not to exceed, in combination with the foregoing, their regular salary. To qualify for sabbatical leave with pay, fellowship holders are obliged to satisfy all the requirements outlined with this exception: they are recommended by the administrative staff rather than by the committee of three (see Subsection 4. above) since their records and qualifications have been previously examined by the committee appointed for this purpose and by the university or foundation making the grant.

Teachers who are granted sabbatical leave must agree not to accept gainful employment while on leave. Exceptions may be made by the Superintendent if the teacher on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, the Superintendent will recommend, for Board consideration and approval, an appropriate financial adjustment.

B. Union Detached Service Leave

Up to three teachers in the system who are either officers of the Federation or who are appointed to the Federation staff shall upon written application filed with the Superintendent prior to July 1 of any year be granted a union detached service leave of absence to commence the following school year. Such union detached service leave shall be without pay and shall be renewed, upon notice to the Superintendent by May 1 of the year of the leave.

Effective July 1, 2011, the Board shall pay the employer portion of the health insurance. The members on union detached service leave shall be required to pay the employee share.

Effective July 1, 2012, any teacher union detached service leave of absence shall be entitled to continue as an enrolled member of any insurance policy, provided such teacher has made arrangements satisfactory to the Superintendent for payment in full of the cost of such insurance program at the COBRA rate during his/her union detached service leave.

Any teacher on union detached service leave shall receive credit toward annual salary increments on schedules consistent with state law and shall continue to accrue seniority during the period of union detached service leave of absence. Any teacher on union detached service leave of absence shall at the teacher's expense be entitled to continue enrollment in life insurance policies, through the district.

C. Personal Days

Employees shall be permitted absences, without loss of pay, up to a total of not more than five (5) days in any school year for any or all of the listed reasons noted below.

Any days used for personal purposes beyond the five (5) days will be days of personal leave without pay.

Request for personal leave must be entered into the automated absence management system at least four (4) school days in advance, except in emergencies which prevent such advance notice. An employee who has taken personal leave on an emergency basis must enter said personal leave into the automated absence management system no later than the end of the day of his/her return from leave. Failure to do so may result in loss of pay for that day. Any emergency personal leave must be filed prior to June 30.

Approval of personal leave requests must be granted by the Superintendent or his/her designee.

Reasons:

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household (not to exceed five (5) days in any school year);
2. Holy days (not to exceed three (3) days in any year);
3. Quarantine;
4. Absence for partner for birth of child (not to exceed three (3) days).
5. Personal business which cannot reasonably be conducted outside of school hours. Prior approval must be given by the Superintendent or designee. Such approval shall not be unreasonably withheld.

D. Leaves Without Pay Other Than Maternity

1. Leaves of absence without pay shall be granted upon application to tenure teachers for the following purposes. Such leave may be granted to non-tenure teachers at the discretion of the Superintendent.
  - a. Study related to the teacher's certification field.
  - b. Study to meet eligibility requirements for a certification other than that held by the teacher.
  - c. Acceptance of a teacher position in a foreign country for one year with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the Government of the United States.
  - d. In cases of extreme personal hardship.
2. "Urgent needs" of the school to which the teacher is assigned may be asserted as justifying a temporary denial of any application for leave without pay.
3. Except as noted above, leaves without pay shall be limited to one year.

E. Child-Bearing and Child-Rearing

1. Teachers who become pregnant shall be placed on short-term leave status for child-bearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph 2. Any teacher who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month.

Leaves shall begin when in the opinion of her doctor, the teacher is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of unusual medical difficulties of the teacher, leave is not expected to continue for more than six (6) weeks after delivery.

2. Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin on the date approved, and it shall end on the date approved. Childrearing leave will include up to two (2) weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave. The request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or one full year. Leave under this paragraph may be granted to



non-tenure teachers in unusual circumstances at the discretion of the Superintendent.

3. Teachers who adopt a child will be granted four weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave.
4. Teachers who need to express milk during the school day shall be provided adequate opportunity to do so in accordance with state law.

F. Adult and Summer School Staffs

Summer school teachers shall be permitted two days of funeral leave for the same purposes and on the same terms as set forth in Section C.1. above, which may be extended to the extent personal days granted under said Section C. above have not been used during the previous school year, but in no event shall such leave be for more than a total of five days.

G. Violation of Leave of Absence Provisions

Willful violation of the stated purposes for which a leave of absence was requested and granted, or the willful making of a false report regarding such leave, shall subject the employee committing such violation or making such false report, to disciplinary action by the Superintendent and shall constitute a cause for discharge, suspension without pay, or demotion.

H. Return from Leave

An employee returning from Union leave of absence shall be returned to the former school and position he/she held prior to the commencement of such leave. In the event that the position of an employee on Union detached service who is guaranteed to return to his/her former position has been eliminated, he/she shall have a choice of the available vacancies for which he/she is qualified.

I. Reassignment after Return from Leave

Any condition that might affect such reassignment of those returning from leaves such as the elimination of the position or transfer shall be made in accordance with the terms of this Agreement. Any teacher who is granted a Board-approved leave of absence, and whose leave of absence is less than half of a school year, shall be guaranteed return to his/her former school and position, upon return from leave unless the position has been eliminated due to budget cuts. If a teacher's Board approved leave of absence is greater than one half of a school year, the teacher shall be reassigned to a new position for the remainder of the school year upon his/her return from leave. The returning teacher shall return to his/her former position at the commencement of the following school year unless the position has been eliminated due to budget cuts.

If a returning employee's position has been eliminated, then the employee returning from leave shall be offered a comparable position for which the teacher is qualified or shall be laid off or transferred in accordance with this Agreement.

Notwithstanding the above, teachers returning from leave shall be subject to the provisions of Article VIII.

J. Family & Medical Leave

Teachers may be eligible for up to twelve weeks of leave pursuant to the Federal Family and Medical Leave Act (FMLA). The Board may designate any leave under the collective bargaining agreement (paid or unpaid) that qualifies as leave under the FMLA as a leave granted under the FMLA. Up to five (5) days of accrued sick time may be used concurrently with FMLA and used to care for a qualifying family member.

K. Military Leave

Teachers who serve in the Guard or Reserves and are required to participate in military duty shall receive compensation from the Board to make up the difference between any pay allotment for military service and their full teacher pay for ten days per school year. Said compensation shall apply only to time served during the school year. Military leave shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

L. Jury Duty

The Board shall pay in full the first five days. After that, the member may use personal time to extend accrued leave with pay. Then leave without pay.

ARTICLE XVIII - PERSONNEL FILE

A. Limitations on File

Official teacher files shall be maintained so that teachers have a right of access and review of their files. Use of material contained in teacher files in disciplinary proceedings shall be subject to review under the just cause standard applicable to such proceedings. No anonymous letters or materials shall be placed in a teacher's personnel file.

B. Right to Review File

The teacher shall, upon request to the Superintendent or his/her designee, be given the opportunity outside the teacher workday to review the contents of his/her file.

C. Right to Reply

The teacher has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. Right to Copy Material

Each teacher shall receive, upon request, a copy of supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials other than those cited above (e.g., transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the teacher.

ARTICLE XIX - SAVINGS CLAUSE

- A. If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- B. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XX - DURATION

- A. This Agreement contains the full and complete agreement between the Board and the Union and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement, provided that the Union does not waive its right to negotiate over mandatory subjects of bargaining not covered herein or over impact issues, should the Board make changes that significantly affect conditions of employment. This provision is subject to the language contained in Article XII Z Innovations.
- B. This Agreement shall be in full force and effect from July 1, 2025 to June 30, 2028. Representatives of the Board and the Union agree to commence negotiations for a successor agreement in accordance with law.
- C. By mutual agreement of the parties, in the event that the Board and the Union fail to secure a successor agreement by June 30, 2028, or should there be no binding arbitration award, the present contract shall continue in effect.

ARTICLE XXI - PRIOR PRACTICES

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. The practices in effect prior to July 1, 1997 shall not be binding on the parties unless they are expressly incorporated, in writing, herein.

## ARTICLE XXII - INCENTIVES

### A. School Improvement Incentive

Each member who works in a school that shows significant school improvement shall be paid \$2,500 after the conclusion of the work year. The measure of improvement shall be through improvement as determined by the Superintendent of Schools, which shall apply to all eligible employees in the district. To be eligible, the member must appear and work a full day in such a school on at least 93% of the work days in the relevant work year. Members who work part-time, start mid-year, or travel between schools, shall be eligible for the above bonus on a pro-rata basis.

The school improvement incentive shall be issued only to members active during the time the payments are made during the succeeding school year, except in the case of resigning or retiring members providing notice of said resignation or retirement on or before May 1 of the year of resignation or retirement and maintain active employment with the Board until the end of the school year in which notice has been provided. The Superintendent or designee may agree to waive the notice requirement and allow payment of the incentive to such member who provides good and sufficient explanation for his/her failure to provide said notice.

The Administration may issue a \$2,500 school improvement bonus to members not assigned directly to a school in its sole discretion. Upon the Administration's determination of an assessment tool for school improvement for schools, the Administration shall meet and confer with the Union regarding payment of the school improvement incentive.

To be eligible for a bonus, each school location shall vote annually, on or about October 1st of each year for that year's bonus. In order for members at the school to be eligible for that year's bonus, at least 75% of those members present on the day of the vote must vote in favor of eligibility. If the Superintendent or designee fails to provide notice of the measure of improvement prior to the vote, then the vote shall be delayed until such notice is provided.

### B. Hartford Residency

Preference shall be given to new hires who are graduated of the Hartford Public Schools, and such preference shall be indicated on the initial employee application. Upon hiring, such new hire will be eligible for a one-time hiring bonus payment of \$2,500.

Any member who lives in the City of Hartford shall be eligible for a 3% differential based on his/her base salary. Hartford must be the member's primary residence. To demonstrate residency, the member must send by email from the member's Board issue email address, to the Office of Talent Management, a request for the residency differential, any three of the following documents that show evidence of Hartford residency: utility bill, car insurance, lease, property tax bill, voter registration card, drivers' license. The differential shall become effective within 30 days of receipt of appropriate documentation and request and shall cease each June 30<sup>th</sup>. Such evidence must be provided upon request and/or on an

annual basis. The Board may discontinue such differential upon belief of fraud. Failure to communicate in writing regarding a change in residency or any deception regarding primary residence shall be viewed as insubordination/moral misconduct.

C. National Board Certification

All educational professionals in the bargaining unit, who currently have valid certification from the National Board of Teacher Certification, and those teachers who receive such certification during the life of this Agreement, and present the Office of Talent Management with valid proof of same shall receive an annual payment of \$3,500.

D. Attendance and Retention Incentive

As an attendance and retention incentive, in any year in which a teacher uses five or fewer sick days, upon request by September of the following school year, a teacher may cash out 5 days, at \$200 per day (which days shall be deducted from accrued sick leave), which will be paid to the following December. This incentive shall be available to teachers who retire, but not those who resign prior to the December payment. This provision is subject to review in the second year for modification or termination by the Board after negotiation with the HFT.

ARTICLE XXIII - TEACHING OUTSIDE OF CERTIFICATION

This article is included for informational purposes only and shall not be subject to the grievance procedure. The Parties agree that the circumstances under which a teacher may teach outside of certification are determined by law.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of 2024.

FOR THE HARTFORD  
BOARD OF EDUCATION

FOR THE HARTFORD FEDERATION  
OF TEACHERS, LOCAL NO. 1018, AFT,  
AFL-CIO

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its President

**APPENDIX A - SALARY SCHEDULES**

Step	2025-2026 Salary Schedule							
	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1								
2								
3								
4								
5								
6	54,552	60,740	62,966	65,187	66,667	68,149	69,630	71,260
7	56,900	63,845	66,076	68,301	69,784	71,270	72,758	74,340
8	59,682	66,994	69,401	71,515	73,048	74,524	76,076	77,629
9	62,120	70,110	72,272	74,707	76,335	77,958	79,578	81,204
10	64,929	73,229	75,665	78,203	79,896	81,592	83,184	84,876
11	68,420	77,287	79,769	82,461	84,254	86,048	87,838	89,629
12	70,942	80,214	82,901	85,698	87,563	89,429	91,289	93,149
13	74,805	84,650	87,601	90,557	92,524	94,495	96,462	98,428
14	77,197	87,155	90,138	93,128	95,119	97,112	99,102	101,090
15	83,724	94,178	97,310	100,449	102,538	104,630	106,719	108,805
16	84,544	95,101	98,264	101,433	103,543	105,655	107,765	109,872

Effective July 1, 2025, bargaining unit members not at maximum shall advance one step. If a bargaining unit member is hired after the 94<sup>th</sup> day of the school year, there shall be no step movement until the beginning of the second school year.

Teachers with twenty-five (25) or more years of teaching service in Hartford shall receive longevity payment of \$1,000 during the 2025-26 school year.

**2026-2027 Salary Schedule**

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1								
2								
3								
4								
5								
6	55,643	61,955	64,225	66,491	68,000	69,512	71,023	72,685
7	58,038	65,122	67,398	69,667	71,180	72,695	74,213	75,827
8	60,876	68,334	70,789	72,945	74,509	76,014	77,598	79,182
9	63,362	71,512	73,717	76,201	77,862	79,517	81,170	82,828
10	66,228	74,694	77,178	79,767	81,494	83,224	84,848	86,574
11	69,788	78,833	81,364	84,110	85,939	87,769	89,595	91,422
12	72,361	81,818	84,559	87,412	89,314	91,218	93,115	95,012
13	76,301	86,343	89,353	92,368	94,374	96,385	98,391	100,397
14	78,741	88,898	91,941	94,991	97,021	99,054	101,084	103,112
15	85,398	96,062	99,256	102,458	104,589	106,723	108,853	110,981
16	86,235	97,003	100,229	103,462	105,614	107,768	109,920	112,069
17	87,926	98,905	102,195	105,490	107,685	109,881	112,076	114,267

Effective July 1, 2026, bargaining unit members not at maximum shall advance one step. If a bargaining unit member is hired after the 94<sup>th</sup> day of the school year, there shall be no step movement until the beginning of the second school year.

Teachers with twenty-five (25) or more years of teaching service in Hartford shall receive longevity payment of \$1,000 during the 2026-27 school year.

### 2027-2028 Salary Schedule

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1								
2								
3								
4								
5								
6	56,756	63,194	65,510	67,821	69,360	70,902	72,443	74,139
7	59,199	66,424	68,746	71,060	72,604	74,149	75,697	77,344
8	62,094	69,701	72,205	74,404	75,999	77,534	79,150	80,766
9	64,629	72,942	75,191	77,725	79,419	81,107	82,793	84,485
10	67,553	76,188	78,722	81,362	83,124	84,888	86,545	88,305
11	71,184	80,410	82,991	85,792	87,658	89,524	91,387	93,250
12	73,808	83,454	86,250	89,160	91,100	93,042	94,977	96,912
13	77,827	88,070	91,140	94,215	96,261	98,313	100,359	102,405
14	80,316	90,676	93,780	96,891	98,961	101,035	103,106	105,174
15	87,106	97,983	101,241	104,507	106,681	108,857	111,030	113,201
16	87,960	98,943	102,234	105,531	107,726	109,923	112,118	114,310
17	89,685	100,883	104,239	107,600	109,839	112,079	114,318	116,552
18	91,443	102,861	106,283	109,710	111,992	114,276	116,559	118,838

Effective July 1, 2027, bargaining unit members not at maximum shall advance one step. If a bargaining unit member is hired after the 94<sup>th</sup> day of the school year, there shall be no step movement until the beginning of the second school year.

Teachers with twenty-five (25) or more years of teaching service in Hartford shall receive longevity payment of \$1,000 during the 2027-28 school year.

1. MA + 15: 15 graduate credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2011 shall be eligible to be paid on this salary lane.
2. MA + 45: 45 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
3. MA + 75: 75 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
4. MA + 90: The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D, Ed.D., M.D. or J.D. degree awarded by an accredited college or university.



**APPENDIX B - EXTRA PAY FOR EXTRA DUTY**

**2025-2028**

**I. Coaching and Physical Education**

Assignment	Level	Step 1	Step 2	Step 3
Football				
	Varsity	6,100	7,300	8,400
	Asst. Varsity	4,200	5,000	5,700
	Junior Varsity	3,400	3,800	4,200
	Freshmen	3,400	3,800	4,200
	Asst. Freshmen	3,100	3,400	3,800
	Developmental	2,700	3,000	3,400
Flag Football	Varsity	3,100	3,400	3,800
	Asst. Varsity	2,700	3,000	3,400
	JV	2,700	3,000	3,400
	Middle School	1,500	1,900	2,300
Soccer	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Freshmen	2,700	3,100	3,400
	Developmental	2,700	3,000	3,400
	Middle School	1,500	1,900	2,300
Cross Country				
	Varsity	2,700	3,000	3,400
	Asst. Varsity	2,300	2,700	3,000
	Junior Varsity	2,300	2,700	3,000
	Developmental	2,300	2,700	3,000
	Middle School	1,500	1,900	2,300
Basketball				
	Varsity	6,100	7,300	8,400
	Asst. Varsity	4,200	5,000	5,700
	Junior Varsity	4,200	4,800	5,300
	Freshmen	3,100	3,400	3,800

Assignment	Level	Step 1	Step 2	Step 3
	Developmental	3,100	3,400	3,800
	Middle School	1,500	1,900	2,300
Swimming				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Developmental	3,100	3,400	3,800
	Middle School	1,500	1,900	2,300
Wrestling				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Developmental	3,100	3,400	3,800
	Middle School	1,500	1,900	2,300
Gymnastics				
	Varsity	4,200	5,000	5,700
	Developmental	3,100	3,400	3,800
Volleyball				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Freshmen	2,700	3,100	3,400
	Developmental	2,700	3,000	3,400
	Middle School	1,500	1,900	2,300
Baseball				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Freshmen	2,700	3,100	3,400
	Developmental	2,700	3,000	3,400
	Middle School	1,500	1,900	2,300
Indoor Track				
	Varsity	4,200	5,000	5,700

Assignment	Level	Step 1	Step 2	Step 3
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Developmental	3,100	3,400	3,800
	Middle School	1,500	1,900	2,300
Softball				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Freshmen	2,700	3,100	3,600
	Developmental	2,700	3,100	3,400
	Middle School	1,500	1,900	2,300
Track & Field				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Developmental	3,100	3,400	3,800
	Asst. Developmental	2,700	3,100	3,400
	Middle School	1,500	1,900	2,300
Golf				
	Varsity	2,700	3,000	3,400
	Asst. Varsity	2,300	2,700	3,000
	Developmental	1,900	2,300	2,700
	Middle School	1,500	1,900	2,300
Tennis				
	Varsity	2,700	3,000	3,400
	Asst. Varsity	2,300	2,700	3,000
	Junior Varsity	2,300	2,700	3,000
	Developmental	1,900	2,300	2,700
	Middle School	1,500	1,900	2,300
Cheerleading				
	Per Season H & A	3,400	3,800	4,200
	Per Season H only	1,700	1,900	2,100

Assignment	Level	Step 1	Step 2	Step 3
	Per Season H boys and girls	3,400	3,800	4,200
	Per Season H boys or girls	1,700	1,900	2,100
	Middle School	1,500	1,900	2,300
Lacrosse				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Freshmen	2,900	3,200	3,600
	Developmental	2,700	3,000	3,400
	Middle School	1,500	1,900	2,300
Field Hockey				
	Varsity	4,200	5,000	5,700
	Asst. Varsity	3,100	3,400	3,800
	Junior Varsity	3,100	3,400	3,800
	Freshmen	2,900	3,200	3,600
	Developmental	2,700	3,000	3,400
	Middle School	1,500	1,900	2,300
Elem. Intramural Sport		1,500	1,900	2,300
Dance/Drill Team				
	Varsity	4,200	5,000	5,700
	Developmental	3,100	3,400	3,800
Facility Manager/AD		Stipend amount equal to highest coaching stipend among the sports offered for that season by the school		
Robotics		2,700	3,100	3,400
E-Sports		2,700	3,100	3,400

\*Activity and Level must have approval of Principal and Coordinator of Physical Education and Athletics.

**HARTFORD BOARD OF EDUCATION  
EXTRA CURRICULAR PAY**

**2025-2028**

**II. Other**

All other extracurricular activities, in which a teacher is supervising students in activities beyond the scope of the regular school day, including but not limited to the activities listed below which are approved in advance by the Principal, shall be paid at the extra pay extra duty rate listed in Appendix D. Payment shall be made up to the specified number of hours approved in advance. Nothing herein shall prevent a member from making a request for additional hours and nothing herein shall require a Principal to approve any such request for additional hours.

Accompanist	Band
Choir/Glee Club	Class Advisor
Clubs	Drama
Intramural Sports	Junior Red Cross
Magazine	Model UN
Newspaper	Orchestra
Prom Advisor	Safety Patrol
Student Council	Technology Assistants
Yearbook Advisor	

**III. Pay Schedule for Voluntary Supervisors at Athletic Events**

Supervision and other ancillary activities at athletic contests is the unit work of the Hartford Federation of Teachers Union. The opportunities for such voluntary employment will be made known at each school at which the contest is scheduled. Preference will be given to the unit members for the assignment of said work.

It is understood and agreed that the Hartford Board of Education is free to obtain other persons if sufficient qualified unit members are not available.

<b>Football:</b>	Per game
Ticket Seller	\$75
Home sideline/crowd control	\$50
Away sideline/crowd control	\$50
Announcer	\$75
Bench supervisor	\$50
Videographer	\$50
Game Supervisor: runs event and must be present start to finish:	
Varsity	\$150
JV	\$100
Freshman	\$100

<b>Team sports</b> <b>i.e.(Basketball/Volleyball/Soccer/Baseball/Softball/Wrestling)</b>	
Ticket Seller F/JV/V	\$100
Ticket Seller JV/V	\$75
Ticket Seller V	\$50
Announcer (play by play)	\$75
Bench/bleacher supervisor	\$50
Clock operator & Score keeper:	
F, JV & V	\$130
JV & V	\$100
V only	\$50
JV only	\$40
Freshman only	\$40
Videographer	\$50
Game Supervisor: runs event and must be present start to finish:	
F, JV & V	\$150
JV&V	\$125
Varsity	\$70
JV	\$40
Freshman	\$40
<b>Indoor track/Outdoor track</b>	Per meet
Field workers	\$75
Track starter	\$125
Meet Supervisor: runs event and must be present start to finish:	\$150
<b>Cross Country</b>	Per game
XC timer	\$50
XC meet director	\$75
Field worker (course supervision)	\$50
Meet Supervisor: runs event and must be present start to finish:	\$75
<b>Swimming</b>	Per meet
Scorer/electronic timing operator	\$50
Meet Supervisor: runs event and must be present start to finish:	\$100

**APPENDIX C - SPECIAL EDUCATION  
CLASS SIZE LIMITATIONS**

*THE PARTIES AGREE TO REFER APPENDIX C TO A SUBCOMMITTEE FOR DISCUSSION.*

The parties agree that until and unless the subcommittee agrees to new language, the language below shall be in effect. However, the parties also understand and agree that if the Board creates new special education classes, that fall outside of the class size categories contained herein, the creation of such classes shall be made part of the subcommittee’s discussion, and shall not be subject to arbitration. Further, nothing contained in Appendix C shall require the Board to create or maintain categories, classes or programs as they are described herein. The creation of classes shall be done in conformity with applicable law and based on the individual educational needs of each student.

Final class sizes for special education students shall be determined in accordance with the requirements of state and federal law. A special education class may vary somewhat in degrees of handicapping conditions. The number and nature of the children in a special class will be assigned to attempt to ensure adequate and effective instruction of all the children in the class.

The following list reflects the classes, programs and categories presently operated by the Hartford Public Schools and the guidelines for class size limitations for the life of this Agreement.

CATEGORY	GRADE	NUMBER OF STUDENTS
Autism	K-12	8 +2 with paraprofessional
Cross-categorical full-time	PK; half-day a.m. or p.m. sessions	7
Cross-categorical full-time	K	10
Cross-categorical full-time	1-3	11
Cross-categorical full-time	4-8	11
RISE	K-12	8 with two paraprofessionals
Inclusion	All levels	11
Intellectually Disabled	K-3	8
Intellectually Disabled	4-8	10 + 1
Intellectually Disabled	9-12	10 + 2
Multiply Handicapped	PK-12	6
STEP	Ages 18-22	8 + 2
TOPS	Middle School	10
Cross-Categorical Resource	PK	20 +3

CATEGORY	GRADE	NUMBER OF STUDENTS
Cross-Categorical Resource	K-12	25
Language, Speech and Hearing	PK	35 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule at the elementary school; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	K-3	40 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	4-12	40 Students or a minimum 25 periods per week of service based on 7 period day schedule, whichever is greater

Notes:

1. A mandated student is a student who has a valid IEP.
2. A mandated student is counted as being assigned to a given teacher if the teacher is providing special education or related services to the student.
3. Special education class size will be subject to annual leveling no later that October 14<sup>th</sup> of each school year.
4. “Additional students” may be assigned to a particular class, program or category after consultation with the receiving teacher, and after taking into the account the factors listed in Section 10-76d(5) of the Regulations of Connecticut State Agencies, which states “The number and age range of children with disabilities assigned to a class shall be such that the specifications of each child’s individualized education program can be met.”
5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall bargain the impact of such change in this section, including the minimum number of periods per day and per week.



## **APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS**

**2025-2028**

The extra pay rate applies to the following positions: Adult School, Home Instruction, Extra Pay/Extra Duty, Emergency Classroom Coverage, Unassigned Period

Summer School Rate: \$43 per hour 2025-26; \$44 per hour 2026-27; \$45 per hour 2027-28.

Extra Duty/Extra Pay Rate: \$43 per hour 2025-26; \$44 per hour 2026-27; \$45 per hour 2027-28.

## APPENDIX E - MISCELLANEOUS

### 1. Differentials

Effective July 1, 2013, teachers working an extended day (8 hours) will be paid a 6.7% differential. Effective July 1, 2013, teachers working both an extended year and an extended day will receive a 22.7% differential (8 hour day during extended year). Teachers who take on an extra class shall be paid one-sixth of their per diem rate for the duration of the class. Teachers who work the eleven-month extended work year shall work an additional twenty-five (25) work days.

### 2. Mileage

The mileage reimbursement rate for teachers shall be the same as that provided non-bargaining unit employees.

3. The Hartford Federation of Teachers will be notified in the event a termination letter is sent to a teacher.

4. Teachers wishing to receive a stamped copy of any document brought to the Department of Human Resources for their personnel file should provide a duplicate copy which the Department of Human Resources will stamp and return to them.

5. New teachers will not be placed on a step higher than present Hartford teachers. (Subject to the provisions of Article V.)

### 6. Hartford Adult School Teachers

Hartford Adult School teachers who teach classes for which certification is required and are certified are recognized by the parties as being included in the teachers' bargaining unit. If there exists a conflict between this provision and Article I, Union Recognition, Article I and applicable law shall supersede this provision.

It is understood that Adult School teachers who are scheduled to teach classes for which certification is required for at least 15.5 hours or more per week will be considered rostered and shall be paid according to the teachers' salary schedule. If a member is clearly hired to teach 15.5 hours or more per week of classes, for which certification is required, and does teach such hours, then he/she be treated as rostered at the start of the assignment.

Adult School teachers who are scheduled to teach classes for which certification is required for less than 15.5 hours per week will be considered to be in non-rostered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. Where possible, these positions shall be combined to meet the standard of hours per week to make them rostered. All positions in special Adult School programs that- are scheduled for ten (10) weeks or less shall be considered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. It is understood that Adult School teachers employed less than 15.5 hours will not be entitled to any greater rights and privileges and benefits than previously enjoyed. At the conclusion of the school year, where an Adult

School teacher is not initially rostered, but teaches at least 15.5 hours per week of classes for which certification is required, he/she shall be treated as rostered for purposes of seniority and shall receive step movement, where appropriate. Further, he or she, for all purposes, shall be treated as rostered from that point forward, if he/she maintains the 15.5 hour minimum weekly. To determine whether an Adult School teacher meets the 15.5 hour requirement, the weekly hours shall be determined on a weekly average over the course of an entire school year.

Adult School positions with a scheduled starting time of 3:00 p.m. shall be considered annual positions and shall be posted annually in June or individually during the school year according to Article VIII, Section C.1. of the Agreement.

Adult School positions with a scheduled starting time prior to 3:00 p.m. shall be considered rostered if they meet the standard and shall be posted according to Article VIII, Section A.1. of the Agreement when they are created or become vacant.

It is further understood that Adult School teachers will be given the appropriate differentials for extended school day and/or year when assigned.

7. Distance Learning

No existing bargaining unit member shall be permanently replaced as a result of a distance learning program.

**APPENDIX F - LONGEVITY AND SEVERANCE**

**A. Longevity**

Teachers employed prior to the 1999-2000 school year who meet the service requirements, in active service (on payroll) or on paid sick leave shall accrue a longevity payment, one-half in January and one-half in July payable only in July according to the number of service years an employee will have served by June 30 of the school year in question. After completing ten (10) years of service in the Hartford Public Schools, teachers shall receive \$100 per year for each year of service.

10 years = \$100	18 years = \$ 900	26 years = \$1,700
11 years = \$200	19 years = \$1,000	27 years = \$1,800
12 years = \$300	20 years = \$1,100	28 years = \$1,900
13 years = \$400	21 years = \$1,200	29 years = \$2,000
14 years = \$500	22 years = \$1,300	30 years = \$2,100
15 years = \$600	23 years = \$1,400	31 years = \$2,200
16 years = \$700	24 years = \$1,500	32 years = \$2,300
17 years = \$800	25 years = \$1,600	33 years = \$2,400
		34 & up = \$2,500

Longevity payments will continue for unit members hired prior to July 1, 1999, except that the annual payment will only be issued to unit members receiving a satisfactory or better evaluation based on a definition of satisfactory to be agreed on after the pilot period of the evaluation instrument is completed.

Temporary teacher or long-term substitute experience in Hartford and military service to a maximum of four years incurred after appointment in Hartford are recognized. Fractions of a school year (less than 180 days) are not counted and may not be accumulated.

**B. Severance Pay**

Employees hired before July 1, 1995 shall be eligible for the following:

1. Upon the death of an employee or upon retirement, under the State pension plan, an employee or the employee’s beneficiary shall be entitled to severance pay at the rate of one day’s pay for each “full” day of accumulated sick leave credited to the employee at the time of termination in excess of 45 “full” days up to a maximum of 30 days’ severance pay. If an employee is absent due to any extended illness during his/her final school year of service, the 45-day minimum accumulation requirement shall be reduced by one day for each day of such extended illness until the reserve of accumulated sick leave has been exhausted. An extended illness for the purpose of this clause shall be defined as one requiring absence of 15 or more consecutive days. Teachers in the system who were hired before July 1, 1995 may, in the alternative, elect to be paid under the formula set forth in Subsection 2.
2. Upon the death of an employee or upon retirement under the State pension plan, an employee, or his/her beneficiary, shall be entitled to severance pay at the rate of

one day's pay at the employee's current daily rate times the product of the total unused accumulated sick days multiplied by a factor of 30%. The daily rate would be determined by dividing the teacher's annual salary by 180.

3. In order to receive severance pay on the date of retirement or the first payroll date thereafter, employees who plan to retire from April 1 through June 30 of any year must give at least 180 calendar days' prior notice of their definite intention to retire. Employees who plan to retire at any other time of the year must give at least ninety (90) calendar days' notice. These notice requirements shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement. In the event that an employee, subject to these notice requirements, fails to comply with said notice requirements, severance pay shall be paid within 180 days after the day of notice of retirement.
4. An eligible teacher who terminates or whose employment is terminated for any reason other than death or retirement shall have no right to compensation for unused sick leave.

**SIDE LETTER OF AGREEMENT**

In the recently-concluded negotiations, the Hartford Board of Education (the Board) and the Hartford Federation of Teachers (HT) agreed as follows:

1. The parties will discuss ways to provide a secure location for teacher possessions.

HARTFORD BOARD OF  
EDUCATION

HARTFORD FEDERATION OF  
TEACHERS

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF TEACHERS  
LOCAL 1018, AFT, AFL-CIO

This Memorandum of Understanding is made by and between the Hartford Board of Education (the "Board") and the Hartford Federation of Teachers ("HFT")

Now, therefore, the HFT and the Board (the "Parties") agree to the following:

1. The Parties agree that for all purposes certain positions are school based and other positions are program/department based. This distinction is meaningful under Article VIII - Opportunities and Assignments (e.g. for purposes of determining whether a position change is considered a change in assignment or a transfer and in determining a teacher's rights if there is a loss of a position) in a school or program).
2. The Parties agree to the list attached, which summarizes types of positions and labels them as either school based or program based.
3. The Parties recognize that the attached list may not be exhaustive and positions, either school or program based, may be created in the future.
4. The attached list shall become effective upon execution. The list shall not impact any assignments/transfers made prior to the date of execution of this Agreement.

FOR THE HARTFORD BOARD  
OF EDUCATION:

BY: Neil K. Berthoff

Date March 21, 2005

FOR THE HARTFORD FEDERATION  
OF TEACHERS:

BY: [Signature]

Date Feb. 16, 2005

07/19/08

		School Based	Program Based
Adult Education Department	Academic Teacher		X
Alternative Education Department	Academic Teacher		X
Bilingual/Bicultural Department	Bilingual Teacher, Dual Language Teacher, LSS Teacher, Resource Teacher, World Language Teacher	X	
	Wes Indian Teacher, Visual Teacher		W
Career Readiness	Business Education Teacher, Computer Education Teacher, Family Consumer Science Teacher, Technology Education/Testing, Skilled Trade Teacher		X
Guidance Curriculum Department	Guidance Counselor, Literacy Facilitator, Early Literacy Facilitator, Early Literacy Teacher, District coaches (math, science, BST, etc)		X X
Early Childhood	Literacy Teacher (agency & school) Preschool Teacher	X	
Elementary School	Teacher		X
Health Education Department	Health Educator	X	X
High School	Academic Teacher	X	
Language, Speech & Hearing	Speech Pathologist		X
Library Media Specialist	Media Specialist		X
Middle School	Academic Teacher	X	
Psychological Services	Psychologist		X
Social Work Services	Social Worker		X
Special Education Support Services	Inclusion Teacher, Resource Teacher, Special Education Teacher <del>(independent contractor)</del>		X X
Unified Arts Department	Art Teacher, Music Teacher, Physical Education		X
Any FTE member assigned to Central Office shall be program based, according to Department affiliation			X
<i>HTLA</i>			X



---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

Now, therefore, the Board and the HFT agree as follows:

1. The Board and the HFT agree that any Walking School Bus program shall have a safety plan that is drafted by the School Safety Team and approved by the District Safety Team. The School Safety Team shall have at least one teacher as a member of its team. If applicable, the safety plan shall include a provision that teachers may not walk alone or with only students (not all schools implementing a Walking School Bus program intend to utilize teachers to walk with students). The safety plan for each Walking School Bus program will be sent to the Superintendent and the President of the HFT.
2. The Board and the HFT agree that participation by HFT members in any Walking School Bus program shall be on a voluntary basis. The opportunity to volunteer shall be open to all teachers. The Board shall not direct any HFT members to participate in any Walking School Bus program.
3. The Board and the HFT agree that teachers will not lose any prep period as a result of participation in the Walking School Bus program.
4. The Board and the HFT agree that participating or not participating in the Walking School Bus program shall not be used for evaluation purposes.
5. The Board and the HFT agree that HFT members participating in the Walking School Bus program shall be considered, "in the performance of duty," for purposes of Article XII, Section F of the HFT CBA, and, "within the scope of employment or under the direction of the Board," for purposes of Article XII, Section P of the HFT CBA.
6. The Board and the HFT agree that this Agreement shall apply to all schools that implement a Walking School Bus program. This Agreement shall remain in effect until June 30, 2025, at which point either party may reopen this Agreement for negotiation upon notice to the other party.
7. The Board and the HFT agree that this Agreement is not intended to supersede or conflict with the HFT CBA. If any provision contained in this Agreement conflicts with any provision of the HFT CBA, the HFT CBA shall control.
8. The Board and the HFT agree that this Agreement shall not create a practice or set a precedent in any respect.

For the Hartford Board of Education:

By: E. J. ...

Date: 4/24/23

For the Hartford Federation of Teachers:

By: Carol A. Hall

Date: 4/20/23

---

Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

Whereas, the District issued a memorandum on December 15, 2023, regarding Administrative Leaves;

Whereas, the HFT filed a grievance regarding said memorandum and changes regarding administrative leave processes and practices;

Now, therefore, the Board and the HFT agree as follows:

1. When an HFT member is placed on Administrative Leave, the District will allow its management decision on the proposed work duties of the staff member while on leave to be advised/informed by an initial consultation with the HFT.
2. Said consultation shall occur within five (5) business days of said leave.
3. The HFT agrees to withdraw grievance 23-29.
4. Nothing in this agreement shall be construed to conflict with the collective bargaining agreement ("CBA") between the parties. To the extent there is a conflict the CBA controls.
5. The Board and the HFT agree that this agreement shall not create a practice or set a precedent in any respect.

For the Hartford Board of Education:

By: 

Date: 1/3/24

For the Hartford Federation of Teachers:

By: 

Date: 1/3/24

---

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF TEACHERS  
LOCAL 1018, AFT, AFL-CIO**

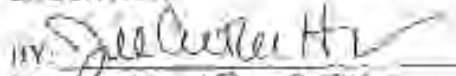
---

This Memorandum of Understanding is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "Union").


The Board and the Union agree to the following:

1. The Parties agree that for the 2017-2019 school years, the Board shall process payroll for the HFT President, and two designees as if the members were not on an unpaid leave, as they are serving on Union Detached Service for 2017-2019. President must notify Chief Labor and Legal Officer by May 1 of the year of the leave of the members designated by the HFT President.
2. The Union shall provide all gross pay, including any and all payroll taxes, and all funds related to the pay of the members on Union Detached Service for the 2017-2019 school year. The Union understands and agrees that the Board shall not incur any costs or expenses as a consequence of the Union Detached Service payroll processing. All such funds for the year shall be submitted and received by the Board before any payments are processed to the individual members.
3. The Union must submit one-half of the total amount due by July 1 and the second half shall be due by January 1 of each fiscal year. Any final adjustments shall be made in June of that year.
4. The three individual(s) shall receive pay by direct deposit and shall be issued only electronic notification of the same.
5. The three individuals are eligible to participate in health insurance at the COBRA rate. The Board shall arrange for the contractual employee contribution to be deducted from payroll. The remainder of the COBRA rate for continuation of health insurance shall be paid by the Union. The full cost of health insurance must be paid in advance by the Union to stay enrolled in the health insurance plan, in the two installments referenced above.
6. The Union understands and agrees to pay all fees to the TRB required by law as a consequence of serving on an unpaid Union leave.
7. The Union and the Board understand and agree that the collective bargaining agreement between the parties effective for July 1, 2014, provides for an unpaid leave for Union Detached Service and does not provide for payroll processing by the Board. It also does not provide for processing of health insurance through the Board. The Board's decision to process such payroll, and to make deductions for health insurance, shall not create a practice or set a precedent in any respect.

FOR THE HARTFORD BOARD OF  
EDUCATION:

BY:   
Date: 10-18-2016

FOR THE HARTFORD FEDERATION  
OF TEACHERS

BY:   
Date: OCT 18, 2016

---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

**Whereas**, the HFT under date of February 29, 2024 issued a demand to bargain regarding twilight/home visits and the Academic Intervention Specialist position.

**Whereas**, the HFT and the District have met and discussed the demand.

Now, therefore, the Board and the HFT agree as follows:

1. Employees in the Academic Intervention Specialist Position will not be required to do home visits or twilight visits.
2. The HFT agrees to withdraw its demand to bargain regarding the Academic Intervention Specialist position and its prohibited practice claim (TPP-35358).
3. Nothing in this agreement shall be construed to conflict with the collective bargaining agreement ("CBA") between the parties. To the extent there is a conflict the CBA controls.
4. The SBLR closes TPP-35358.

For the Hartford Board of Education:

By: 

Date: 8-22-24

For the Hartford Federation of Teachers:

By: 

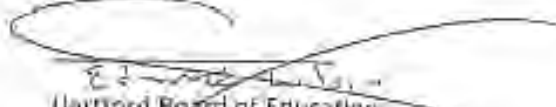
Date: 8-22-24

**Settlement Agreement Between  
Hartford Board of Education  
And  
HFT Local 1018, AFT CT  
TPP-34960**

In full and final settlement of the above-noted case, the parties agree as follows:

1. Whereas, in the 2022-2023 school year, assignment to SAT Prep Course at Weaver was considered a duty. Going forward, such assignment will continue to be considered a duty provided the structure of the course does not substantially change from the structure of the course in the 2022-2023 school year;
2. Weaver teachers assigned to such duty will take attendance but will not be required to issue grades for the SAT course;
3. Effective this date, there shall be no disciplinary action taken or negative evaluations made based upon Weaver teachers not submitting grades for the SAT Prep Course conducted during the 2022-2023 school year; and
4. Based upon the above, the Union withdraws TPP - 34960.

  
\_\_\_\_\_  
HFT/AFT  
By: Lorraine Mack  
Date: 7/16/2023

  
\_\_\_\_\_  
E. J. [unclear]  
Hartford Board of Education  
By:  
Date: 7/16/23

---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1038, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

Now, therefore, the Board and the HFT agree as follows:

1. The Board and the HFT agree that any Walking School Bus program shall have a safety plan that is drafted by the School Safety Team and approved by the District Safety Team. The School Safety Team shall have at least one teacher as a member of its team. If applicable, the safety plan shall include a provision that teachers may not walk alone or with only students (not all schools implementing a Walking School Bus program intend to utilize teachers to walk with students). The safety plan for each Walking School Bus program will be sent to the Superintendent and the President of the HFT.
2. The Board and the HFT agree that participation by HFT members in any Walking School Bus program shall be on a voluntary basis. The opportunity to volunteer shall be open to all teachers. The Board shall not direct any HFT members to participate in any Walking School Bus program.
3. The Board and the HFT agree that teachers will not lose any prep period as a result of participation in the Walking School Bus program.
4. The Board and the HFT agree that participating or not participating in the Walking School Bus program shall not be used for evaluation purposes.
5. The Board and the HFT agree that HFT members participating in the Walking School Bus program shall be considered, "in the performance of duty," for purposes of Article XII, Section F of the HFT CBA, and, "within the scope of employment or under the direction of the Board," for purposes of Article XII, Section F of the HFT CBA.
6. The Board and the HFT agree that this Agreement shall apply to all schools that implement a Walking School Bus program. This Agreement shall remain in effect until June 30, 2025, at which point either party may reopen this Agreement for negotiation upon notice to the other party.
7. The Board and the HFT agree that this Agreement is not intended to supersede or conflict with the HFT CBA. If any provision contained in this Agreement conflicts with any provision of the HFT CBA, the HFT CBA shall control.
8. The Board and the HFT agree that this Agreement shall not create a practice or set a precedent in any respect.

For the Hartford Board of Education:

~~By: [Signature]~~

Date: 4/24/23

For the Hartford Federation of Teachers:

By: [Signature]

Date: 4/25/23



---

**AGREEMENT BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND HARTFORD FEDERATION OF TEACHERS LOCAL 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers, Local 1018, AFT-CIO (hereinafter the "HFT")

Whereas, the Board and HFT agree to the following:

1. The HFT and Board understands that under the CBA, ARTICLE V - SALARIES, SECTION D  
INITIAL SALARY PLACEMENT

"The initial salary of a teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion. The following is a guideline for the provision of additional credit to teachers new to the district:

1. *Public, private, or collegiate full-time successful teaching experience under appointment;*
  2. *Long term substitute temporary teacher experience in Hartford;*
  3. *Military service (active duty) to a maximum of four years;*
  4. *Peace Corps, Teacher Corps, Americorp and Vista service to a maximum of two years;*
  5. *Up to three years of relevant private sector experience;*
  6. *In an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hires or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted an additional step beyond normal placement in an area of shortage."*
2. The Parties agree that any experience outside of a School Social Worker under endorsement (071) has been counted under number 5, Up to three years of relevant private sector experience.
  3. The parties further agree that there is private sector experience for Licensed Clinical Social Workers that more closely align with the needs of school based clinical supports. Therefore, the following job titles under license will be experience comparable to number 1, Public, private, or collegiate full-time teaching experience under appointment:

**LCSW Job Titles**

Clinician  
Therapist  
Mental health clinician  
Crisis Clinician  
Clinical Supervisor/ Manager/ Director  
Grief Counselor/Clinician  
In-home therapist/clinician

Job descriptions, postings or employer verification will be required for review of Licensed Clinical Social Worker requirements.

US CAB

The Parties agree that providing the opportunity to credit service experience under LCSW full-time license verification shall not create a practice or set a precedent in any respect.

FOR THE HARTFORD BOARD  
OF EDUCATION

Natasha Banks

By:

Date 12/23/2022

FOR THE HPT

Carol O'Hara

By:

Date 12/23/22

## MEMORANDUM OF UNDERSTANDING AND SETTLEMENT AGREEMENT

This Memorandum of Understanding (MOA) is made and effective as of January 27, 2023 (the "Effective Date"), by and between the Hartford Board of Education (the "Board"), and The Hartford Federation of Teachers Local No. 1018, AFT, AFL-CIO (the "Union").

### RECITALS

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement for the period from July 1, 2022 through June 30, 2025 (the "Contract"), which remains in effect as of the Effective Date;

WHEREAS, certain classrooms at Bulkeley Highschool are also being utilized as spaces for students to eat lunch in lieu of the cafeteria;

WHEREAS, for the purposes of building safety, security cameras were installed in these certain classrooms/lunch spaces;

WHEREAS, these classrooms are also utilized for regular student instruction throughout the day;

WHEREAS, members of the Union have expressed concern about the recording of staff during instructional periods in these certain classrooms;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The cameras and video recordings at Bulkeley Highschool shall not be utilized for evaluative purposes (to include monitoring teacher's lessons or student instruction)
2. The cameras will not be actively monitored during teacher instruction.
3. To what extent recording of teaching instructional period or classroom activity with students exists, said recording shall not be used or relied upon or used in any performance evaluation.
4. The Board will make the best possible effort to relocate the affected employees at Bulkeley Highschool to other classrooms.
5. The camera placement in this case is temporary and only for the period of time during the building renovation.
6. The Board will not install cameras in any other classrooms in the District without prior notice and upon demand negotiate with the Union.
7. If there is an accusation of egregious conduct in this classroom, such as a physical altercation, the Board may review the tape and shall make arrangements for the HFT President or designee to review it promptly.
8. After review the HFT President or designee may request a review with the Board decision maker.
9. It is only for such egregious conduct the video may be reviewed for disciplinary purposes by the Board.

10. The Union withdraws TPP-34884.

<del>Edwin Wilson</del>	<del>1-27-23</del>	<del>Carol Holte</del>	<del>1-27-2023</del>
For the Board	Date	For the Union	Date

---

AGREEMENT BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF TEACHERS  
LOCAL 1018, AFT, AFL-CIO

---

This Agreement (the "Agreement") is made by and between The Hartford Board of Education (the "Board") and the Hartford Federation of Teachers ("HFT").

Whereas the HFT and the Board agree to the following:

1. The HFT agrees that it will not file and/or pursue any grievances or any claims or charges arising out of and/or in any way related to the additional work days for guidance counselors for the 2005-2006.
2. The Parties agree that the Guidance Counselors at the High Schools may, at their discretion, work up to additional ten (10) days (197 days) and shall be paid for the additional days worked at their per-diem rate.
3. The Parties further agree that the additional ten (10) work days shall be split between the beginning of the school year August 2005 (up to 8 days) and the end of the school year June/July 2006 (5 days).
4. This agreement will be reviewed in March 2006.
5. This agreement shall not create a practice or set a precedent.

FOR THE HARTFORD BOARD OF  
EDUCATION:

FOR THE HARTFORD FEDERATION  
OF TEACHERS:

BY: William Maw Moses  
On Behalf of the Board

BY: 

August 17, 2005  
Date

August 17, 2005  
Date

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

HARTFORD BOARD OF EDUCATION

AND

THE HARTFORD FEDERATION OF TEACHERS  
LOCAL NO. 1018, AFT, AFL-CIO

JULY 1, ~~2022~~2025 - JUNE 30, ~~2025~~2028

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - UNION RECOGNITION.....	1
C. DSAP Holders.....	1
ARTICLE II - BOARD PREROGATIVES.....	2
ARTICLE III - GRIEVANCE PROCEDURE .....	<del>23</del>
A. Definitions.....	<del>23</del>
B. Procedure .....	3
C. General Provisions:.....	4
D. No Work Stoppage.....	5
ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL .....	<del>56</del>
ARTICLE V - SALARIES .....	<del>56</del>
D. Initial Salary Placement .....	<del>67</del>
E. Upgrades .....	7
F. Workers' Compensation .....	7
ARTICLE VI - FRINGE BENEFITS .....	<del>78</del>
A. Health Insurance .....	<del>78</del>
B. Alternative Health Insurance Plans.....	9
C. Life Insurance .....	<del>9</del> <u>10</u>
D. Sick Leave.....	10
E. Sick Leave Bank .....	10
F. Part-time Teachers' Benefits.....	<del>11</del> <u>12</u>
G. Insurance Coverage While On Leave .....	12
ARTICLE VII - FAIR PRACTICES .....	<del>12</del> <u>13</u>
D. Discipline .....	<del>12</del> <u>13</u>
ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS.....	13
A. Definitions.....	13
B. Assignment .....	13
C. Transfers, Voluntary .....	14
D. Transfers, Involuntary.....	16
E. Layoff and Recall.....	18
F. Board-Created Opportunities.....	<del>18</del> <u>19</u>
ARTICLE IX - NOTICES AND ANNOUNCEMENTS.....	19

A. Circulars.....	19
B. Notices to Union .....	19
ARTICLE X - CLASS SIZE LIMITATIONS.....	<del>19</del> <u>20</u>
ARTICLE XI - EXTRACURRICULAR ACTIVITIES .....	22
ARTICLE XII - MISCELLANEOUS .....	<del>22</del> <u>23</u>
A. Representation.....	<del>22</del> <u>23</u>
B. Substitutes .....	<del>22</del> <u>23</u>
C. Preparation Periods for Teachers .....	<del>24</del> <u>25</u>
D. Leadership Positions .....	<del>26</del> <u>27</u>
E. Duty Free Lunch .....	<del>26</del> <u>27</u>
F. Reimbursement for Losses.....	<del>26</del> <u>27</u>
G. Parking Facilities .....	<del>26</del> <u>27</u>
H. Professional Improvement/Tuition Reimbursement .....	<del>26</del> <u>27</u>
I. Collections from Students.....	<del>27</del> <u>28</u>
J. Professional Study Days .....	<del>27</del> <u>28</u>
K. Student Teachers .....	<del>27</del> <u>28</u>
L. Teachers' Lounge.....	<del>27</del> <u>28</u>
M. Buildings with No Cafeteria .....	28
N. Instructional Staff Work Year/Workday.....	28
O. Assembly Coverage by Special Teacher.....	<del>29</del> <u>30</u>
P. Save Harmless Policy .....	<del>29</del> <u>30</u>
Q. Faculty Meetings.....	<del>29</del> <u>30</u>
R. Discipline .....	<del>30</del> <u>31</u>
S. Teacher Evaluations.....	<del>31</del> <u>32</u>
T. School Calendar .....	<del>31</del> <u>32</u>
U. Art Carts.....	<del>31</del> <u>32</u>
V. Building Security .....	<del>31</del> <u>32</u>
W. Teacher Rotation.....	<del>31</del> <u>32</u>
X. Job Sharing.....	<del>31</del> <u>33</u>
Y. Areas of Shortage or Extreme Need .....	<del>33</del> <u>34</u>
Z. Innovations.....	<del>33</del> <u>34</u>
AA. Teaching Schedules .....	<del>33</del> <u>34</u>
BB. Guidance Counselors Assigned to Teaching Duties .....	<del>33</del> <u>34</u>
ARTICLE XIII - PROFESSIONAL STATUS .....	<del>33</del> <u>35</u>



A. Suggestions and Contributions .....	<u>3335</u>
B. Union School - Principal Meeting .....	<u>3435</u>
C. Union - Superintendent Meeting.....	<u>3435</u>
D. Ad Hoc Committee .....	<u>3536</u>
E. Exchange of Views Concerning Construction.....	<u>3536</u>
F. Job Descriptions.....	<u>3536</u>
G. Health and Safety.....	<u>3536</u>
ARTICLE XIV - UNION RIGHTS.....	<u>3536</u>
A. Dues Check-off.....	<u>3536</u>
B. Union Leave.....	<u>3637</u>
C. Exclusive Bulletin Board .....	<u>3637</u>
D. Union Meetings in Schools.....	<u>3637</u>
E. Copy of Agreement.....	<u>3637</u>
F. Union Rights to Information.....	<u>3638</u>
G. No Pay Loss for Meetings.....	<u>3738</u>
H. Union Right to Board Agenda .....	<u>3738</u>
I. Access to School Budget .....	<u>3738</u>
J. Building Representative Release .....	<u>3738</u>
K. COPE Deductions .....	<u>3739</u>
L. Access to School Mailboxes .....	<u>3839</u>
ARTICLE XV - ELEMENTARY SCHOOLS .....	<u>3839</u>
A. Elementary Head Teachers .....	<u>3839</u>
B. Rotating Yard Duty.....	<u>3840</u>
ARTICLE XVI - SENIORITY .....	<u>3840</u>
A. Definition of Teacher.....	<u>3840</u>
B. Employment Date .....	<u>3940</u>
C. Modification.....	<u>3940</u>
D. Seniority Lists .....	<u>3941</u>
E. Tie Breaker.....	<u>3941</u>
F. Seniority for Union Officers .....	<u>3941</u>
ARTICLE XVII - LEAVES OF ABSENCE .....	<u>4041</u>
A. Sabbatical Leave .....	<u>4041</u>
B. Union Detached Service Leave.....	<u>4142</u>
C. Personal Days.....	<u>4143</u>

D. Leaves Without Pay Other Than Maternity .....	<a href="#">4244</a>
E. Child-Bearing and Child-Rearing .....	<a href="#">4344</a>
F. Adult and Summer School Staffs .....	<a href="#">4345</a>
G. Violation of Leave of Absence Provisions .....	<a href="#">4345</a>
H. Return from Leave .....	<a href="#">4445</a>
I. Reassignment after Return from Leave .....	<a href="#">4445</a>
J. Family & Medical Leave .....	<a href="#">4446</a>
ARTICLE XVIII - PERSONNEL FILE .....	<a href="#">4546</a>
A. Limitations on File .....	<a href="#">4546</a>
B. Right to Review File .....	<a href="#">4546</a>
C. Right to Reply .....	<a href="#">4546</a>
D. Right to Copy Material .....	<a href="#">4547</a>
ARTICLE XIX - SAVINGS CLAUSE .....	<a href="#">4547</a>
ARTICLE XX - DURATION .....	<a href="#">4547</a>
ARTICLE XXI - PRIOR PRACTICES .....	<a href="#">4647</a>
ARTICLE XXII - INCENTIVES .....	<a href="#">4648</a>
A. School Improvement Incentive .....	<a href="#">4648</a>
B. Hartford Residency .....	<a href="#">4748</a>
C. National Board Certification .....	<a href="#">4749</a>
ARTICLE XXIII - TEACHING OUTSIDE OF CERTIFICATION .....	<a href="#">4749</a>
APPENDIX A - SALARY SCHEDULES .....	<a href="#">4950</a>
APPENDIX B - EXTRA PAY FOR EXTRA DUTY .....	<a href="#">5153</a>
APPENDIX C - SPECIAL EDUCATION CLASS SIZE LIMITATIONS .....	<a href="#">5659</a>
APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS .....	<a href="#">5861</a>
APPENDIX E - MISCELLANEOUS .....	<a href="#">5962</a>
1. Differentials .....	<a href="#">5962</a>
2. Mileage .....	<a href="#">5962</a>
6. Hartford Adult School Teachers .....	<a href="#">5962</a>
7. Distance Learning .....	<a href="#">6063</a>
APPENDIX F - LONGEVITY AND SEVERANCE .....	<a href="#">6164</a>
<a href="#">SIDE LETTER</a> .....	<a href="#">66</a>
<a href="#">MOU's</a> .....	<a href="#">67</a>
<del>MEMORANDUM OF UNDERSTANDING—INNOVATION SCHOOLS</del> .....	<del>63</del>
<del>MEMORANDUM OF UNDERSTANDING—DCF</del> .....	<del>64</del>



AGREEMENT made and entered into by and between the

HARTFORD BOARD OF EDUCATION  
(hereinafter referred to as the “Board”) and the

HARTFORD FEDERATION OF TEACHERS, LOCAL NO. 1018,  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO  
(hereinafter referred to as the “Union”).

WHEREAS, Connecticut General Statutes, Sections 10-153a through 10-153j, recognize the procedure of collective bargaining as a peaceful, fair and orderly way of conducting relations between boards of education and teacher organizations; and

WHEREAS, in a special referendum conducted among the certified personnel of the Hartford Public Schools a majority of those voting selected as their sole representative the Hartford Federation of Teachers, and it thereby became the exclusive collective bargaining representative for all teachers in the unit; and

WHEREAS, the Board and its designated representatives have met with representatives of the Union including meetings appropriately related to the budget-making processes, and fully considered and discussed with them, as representatives of the teachers in the bargaining unit: salary schedules, working conditions, personnel policies and other conditions relative to employment, it is agreed as follows:

#### ARTICLE I - UNION RECOGNITION

- A. The Board recognizes the Hartford Federation of Teachers, Local 1018, AFT-CT, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative of all those employees in the teachers’ bargaining unit defined as “teachers” as defined by Connecticut law for the purpose of collective bargaining.
- B. Nothing contained herein shall be construed to prevent any individual employee from (1) informally discussing a complaint with an immediate supervisor or (2) processing a grievance in his/her own behalf as an individual in accordance with the grievance procedure contained herein.
- C. DSAP Holders

In accordance with the provisions of Public Act 03-174, employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be included in the bargaining unit. Such individuals shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

- 1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be

credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.

2. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
3. DSAP holders shall have no bumping rights or recall rights under this Agreement. Reduction in force and recall provisions shall not apply to such DSAP holders.
4. A DSAP holder shall have no rights related to assignments, transfers and opportunities. DSAP holders may be assigned as needed in the district in the Board's sole discretion. A DSAP holder shall have no right to file and/or pursue a grievance with respect to such issues.

## ARTICLE II - BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Hartford in all its aspects, including but not limited to the following: to take all actions necessary to implement the provisions of the Strategic Plan and the 48 Recommendations of the Connecticut Commissioner of Education; to maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Hartford; to give the children of Hartford as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to employ, assign and transfer teachers, to suspend or dismiss the teachers of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the City; to make such provisions as will enable each child of school age residing in the City to attend school for the period required by law and provide for the transportation of children whenever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets to the City Council and, in its sole discretion, expend money appropriated by the City for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board with respect to such rights, responsibilities and prerogatives, other than as there are specified provisions herein elsewhere contained, shall be subject to the grievance provisions of this Agreement.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definitions

1. Grievance: A complaint by an employee, a group of employees similarly situated or affected, or by the Union that there has been a misinterpretation, misapplication or violation of the specific provisions of this Agreement.
2. "Work days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

Grievances filed by the Union shall be brought in the name of the Union signed by the President of the Union (or her/his designee). Such grievances shall be processed at all steps using testimony of affected individual(s) whether or not they are named grievants.

### B. Procedure

Grievances shall be processed in the following manner:

Step 1: A bargaining unit member must submit his/her grievance in writing and such grievance must be received by the immediate supervisor within twenty (20) work days of the date when the events giving rise to the grievance occurred. Such submission shall be made to the immediate supervisor for a satisfactory adjustment. The written grievance must indicate the specific nature of the grievance and the specific contract provision(s) alleged to be violated. Such immediate supervisor may request a meeting with the bargaining unit member prior to making his/her decision, but in any event must render his/her decision within five (5) work days of the submission. The bargaining unit member may be accompanied by a Union representative if he/she so desires at any such meeting.

Nothing in this provision shall prohibit a bargaining unit member from informally discussing his/her problem with the involved supervisor, prior to filing a grievance. However, the time limits for filing the initial grievance may only be waived or extended by written agreement between the Superintendent (or specified designee) and the Union President (or designee).

Step 2: If no satisfactory settlement is reached after presentation of the grievance at Step I, the grievance may be pursued by the bargaining unit member to the Superintendent (or his/her designee) by providing the Superintendent (or his/her designee) with a copy of such grievance and requesting a meeting in writing, within ten (10) work days of the decision of the Supervisor at Step 1. The Superintendent or his/her designee will schedule a meeting with the Grievant to attempt to resolve the issues related to the grievance within twenty (20) work days following the bargaining unit member's filing the grievance with the Superintendent (or his/her designee). The Superintendent (or his/her designee) shall have ten (10) work days after holding the meeting to issue a written decision. A copy of the decision shall be provided to both the Grievant, if a Grievant was present at the meeting, and the Union.

Step 3: In the event that the grievance is not settled at Step 1 or Step 2, then the Union may seek arbitration of the grievance. No bargaining unit member may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder. The Union's request for arbitration shall be in writing and must be filed with the applicable arbitration agency with a copy to the Superintendent or his/her designee within ten (10) work days after the receipt of the Superintendent's (or his/her designee's) decision at Step 2 or not later than ten (10) work days following the expiration of the time limits for making such a decision, whichever shall occur first. All grievances filed for arbitration shall be submitted to the American Arbitration Association.

In lieu of submitting grievances to the American Arbitration Association for arbitration the parties may by mutual agreement submit grievances to a single arbitrator mutually selected by them.

The decision of the arbitrator shall be final and binding upon both parties, except as otherwise provided by law. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.

C. General Provisions:

1. The specific provision(s) of the Agreement which have been alleged to have been violated in the matter must again be identified in the submission.
2. The parties shall share equally in the general cost of the arbitration, including the arbitrator's fee, but shall be responsible for bearing their own respective costs associated with the arbitration process. If a postponement is necessary for one party, that party must pay the postponement fee. If the parties mutually agree to a postponement, they shall share equally the costs of any such fee.
3. Any grievance, as defined above, not presented for disposition through the grievance procedure described under "Procedure" above within twenty (20) work days of the time when either the Grievant knew or reasonably should have known of the conditions giving rise thereto, shall not thereafter be considered a grievance under this Agreement.
4. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered a withdrawal of the grievance. Failure at any step to appeal if no decision was rendered shall also be considered a withdrawal of the grievance. The time limits specified at any step after Step I may be extended in any particular instance by written agreement signed by both the Superintendent or his/her designee and an officer of the Union.
5. Grievances arising from the action of an official other than the immediate supervisor shall be filed with the involved administrator.

6. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. Such meetings shall be scheduled to avoid interference with instruction of students. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. The grievant or grievants shall be excused one (1) hour prior to commencement of the proceeding, and witnesses shall be excused thirty (30) minutes prior to commencement of the hearing. Persons proper to be present for the purposes of this section are defined as an aggrieved teacher or teachers, their appropriate Union representatives, and qualified witnesses.
7. The Union will be notified, in advance, of the time and location of grievance meetings held by the Superintendent or his/her designee.
8. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of any bargaining unit member or group of members at any step of this procedure.
9.
  - a. A Union representative shall be permitted to investigate and process grievances when otherwise free from teaching or duty assignments. In no case shall the Union Representative interfere with normal classroom procedures of others.
  - b. In schools where there is no Union representative, a teacher shall be appointed by the Union as building representative. The President of the Union shall notify the principal and teachers of the building of the name of the appointee.
10.
  - a. The Board shall permit the President of the Union or the President's designated representative, with the permission of the principal or, in his/her absence, the person in charge of the school, to visit the schools for any purpose relating to terms and conditions of this Agreement.
  - b. Permission to visit schools shall not be unduly withheld. If conferences with teachers or other bargaining unit members are necessary, they shall be scheduled so as not to interfere with the duties and responsibilities of the teacher.

D. No Work Stoppage

The Union and the Board agree that any difference between the parties on matters relating to the Agreement shall be settled by the means herein provided. The Union in accordance with Connecticut law, will not, during the term of this Agreement, engage in or condone any strike, work stoppage or other concerted refusal to perform any assignment on the part of any employee represented hereunder.



## ARTICLE IV - POLICY AND ADMINISTRATIVE MANUAL

The Board shall provide to the Union a copy of its policy manual, regulation handbook for principals and central administrators and all amendments thereto.

## ARTICLE V - SALARIES

- A. Teachers shall be paid in accordance with the salary schedule set forth in Appendix A annexed hereto and made a part hereof.
- B. Teachers shall be paid bi-weekly (every other Friday), in equal installments. Teachers shall be paid on a 26 pay plan. Any teacher paid on the 22 pay plan as of July 1, 2008 shall be permitted to continue on such pay plan. Teachers paid under Appendix D of this Agreement for Summer School, Extra Pay for Extra Duty, will either receive in writing clear notification of hours worked from the Payroll Department for specific duties (e.g. Power Hour, class coverage, loss of preparation time, etc.) or have such notification clearly delineated in their pay stubs.
- C. The salary schedule listed in the Agreement shall be interpreted and applied in accordance with the following:

### Current Salary Schedule

1. Bachelors: A Baccalaureate Degree awarded by an accredited college or university.
2. Masters: A Masters Degree awarded by an accredited college or university.
3. MA + 30/6th Year: A Sixth Year Certificate awarded by an accredited college or university or the equivalent of a Sixth Year Degree in graduate credits.
4. MA +60: 60 graduate credits beyond the MA Degree.
5. Doctorate: A Ph.D., Ed.D., M.D. J.D. awarded by an accredited college or university.

### Grandfathered Salary Schedule

1. MA + 15: 15 graduate credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2011 shall be eligible to be paid on this salary lane.
2. MA + 45: 45 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
3. MA + 75: 75 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
4. MA + 90: The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D, Ed.D., M.D. or J.D. degree awarded by an accredited college or university.

D. Initial Salary Placement

The initial salary of a teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion. The following is a guideline for the provision of additional credit to teachers new to the district:

1. Public, private, or collegiate full-time successful teaching experience under appointment.
2. Long-term substitute temporary teacher experience in Hartford.
3. Military service (active duty) to a maximum of four years.
4. Peace Corps, Teacher Corps, Americorps and Vista service to a maximum of two years.
5. Up to three years of relevant private sector experience.
6. In an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hire or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage.

E. Upgrades

All upgrades of teacher salary based upon additional educational attainment as set forth in Article V.C.

Such upgrades shall be effective within 60 calendar days of receipt, by the Executive Director of Human Resources or designee, of all necessary paperwork, including the request for upgrade and the official transcript from an accredited university showing the conferral of the degree for a Masters or a Ph.D. (for a degree lane) or the credit for new graduate credits since the last upgrade (for a non-degree lane). The Parties agree that an Ed.D., M.D., and J.D. shall count as a Ph.D. for upgrading purposes. The Parties agree that previous side letters regarding upgrading shall continue to apply to the extent relevant.

F. Workers' Compensation

Workers' compensation benefits shall be paid in accordance with the law. Any teacher on workers' compensation leave on July 1, 2005 shall continue for the duration of that leave in whatever pay status he or she is in on that date. In no case shall the no statutory pay status last for more than one year. [For informational purpose, the parties note that Conn. Gen. Stat. § 10-236a applies to teachers injured through an assault at school.](#)

ARTICLE VI - FRINGE BENEFITS

A. Health Insurance

The following health insurance coverage shall be offered during the life of this Agreement, subject to the procedures in Article VI(G).

1. High Deductible Health Plan (“HDHP”) with a Health Savings Account (“HSA”).

In-Network visits shall be subject to a \$2,000 deductible for an individual plan. In-Network visits shall be subject to a \$4,000 deductible for a family plan.

Out-of-Network visits shall be subject to a 20% coinsurance for an individual plan up to a yearly maximum of \$2,000. Out-of-Network visits shall be subject to a 20% coinsurance for a family plan up to a yearly maximum of \$4,000.

Upon reaching the deductibles, there shall be an Rx co-payment applied as follows:

Generic:	\$5
Brand (formulary):	\$15
Brand (non-formulary):	\$30

The Board shall contribute fifty percent (50%) of the applicable HSA deductible amount. Effective July 1, 2019, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, as soon as practicable after July 1 and as soon as practicable after September 1. Effective July 1, 2020, the Board’s contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, as soon as practicable after July 1 and as soon as practicable after January 1.

Teachers shall contribute the following percentages toward the premium cost of no more than 4% above the allocation rate for the year in question for individual or family coverage on the HDHP/HSA plan:

<del>2022-2023:</del>	<del>19%</del>	
<del>2023-2024:</del>	<del>19.5%</del>	
<del>2024-2025</del> <u>2025-2026:</u>		20%
<u>2026-2027:</u>	<u>20.5%</u>	
<u>2027-2028:</u>	<u>21%</u>	

Employee payroll deductions shall be made in accordance with the Board’s Section 125 Premium Conversion Plan.

2. Employees enrolled in the Board’s health insurance plans shall receive the Full-Service Dental Plan with over 19 dependent rider and riders A, B, C and D, subject to the employee premium cost share.

3. Retired members and their survivors, who retired before July 1, 1999 and were in the health insurance plan before July 1, 1999, shall have access to group rates for all established benefits.

Members who retired after June 30, 1999 and before July 1, 2002, who were in the health insurance plan before July 1, 2002, and who received retirement benefits or a disability allowance through the State of Connecticut Teacher's Retirement Board after June 30, 1999 and before July 1, 2002, as well as the members' spouses and survivors, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the member, spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

In addition, members who perform twenty years or more of service to Hartford Public Schools, and take retirement or disability benefits pursuant to Connecticut General Statutes Section 10-183f (a) from Hartford Public Schools after June 30, 2002, as well as the member's spouse, shall have access to the health benefit plan or plans offered to active members at established group rates for such plans if the spouse or survivor is not qualified to participate in Medicare Part A hospital insurance.

HFT agrees that any portion of the health, dental or prescription drug plan may be self-insured or insured at the sole discretion of the Board.

B. Alternative Health Insurance Plans

The Board reserves the right to study alternative health insurance plans with different administrators. The Board reserves the right to change health insurance provided the following steps occur:

1. The plan suggested as an alternate must contain substantially equal coverage, benefits, portability and administration as the present plan(s) at no additional cost to the employee.
2. The Union shall have an opportunity to study the proposed plan for a period of sixty (60) working days.
3. If at the end of the aforementioned sixty (60) working days there is disagreement between the parties on whether or not the plan offers substantially equal coverage, benefits, portability and administration, then the issue will be sent to a mutually selected arbitrator. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to appoint an arbitrator with expertise in the health insurance field in accordance with its rules and regulations. The decision of the arbitrator as to whether the proposed plan is substantially equal to the then current plan shall be binding on the parties.
4. The Board may propose an alternate health insurance plan only one (1) time during the life of the contract.

5. The Union agrees that the Board may procure pharmaceutical coverage through the State of Connecticut, should such program become available.

C. Life Insurance

The Board further agrees to extend without cost life insurance (the amount thereof to be one and one-half times the individual's annual salary) to include unit members who are assigned on or before December 1 in any year for a teaching position. After retirement, the amount of said life insurance coverage may be converted at a level not less than 50% of its face value at the time of retirement, at the retiree's own expense.

The City will make available to unit members a Supplemental Universal Life Insurance Program. Such program will be voluntary, provide discounted rates, and will be paid by each unit member through payroll deductions. The program will offer portability and guaranteed rates at the time of separation from the Board of Education.

D. Sick Leave

The regular yearly sick leave allotment shall be ~~twentyseven~~ twentyseventeen (2017) days (not including personal days); the accumulative unused sick leave days shall not exceed 187. If a teacher resigns and is rehired within a year, they will receive the accrued sick time from their previous service.

Deductions from sick leave for teachers who have accumulated the maximum allotment of 187 shall be first from the annual allotment of ~~twentyseven~~ twentyseventeen (2017) days, and from the accumulated days only after the ~~twentyseven~~ twentyseventeen (2017) days have been exhausted.

A teacher who ~~leaves~~ misses school due to illness or for a medical appointment before completing ~~one half of~~ the workday shall be docked ~~one half sick day~~ proportionally to the time missed.

A medical certificate ~~is~~ may be required of a bargaining unit member who is absent for more than five consecutive days, or the day before or after a school holiday or vacation. A medical certificate may be required of a bargaining unit member whose attendance record exhibits excessive use or a pattern of abuse (e.g. extending a holiday, a weekend, and/or vacation; missing the first/last day of school; etc.). If a pattern of abuse or excessive absenteeism is noted, the administrator will meet with the member regarding the concern. An administrator may require a medical certificate for future absences once excessive use or a pattern of abuse has been noted. The provisions of this paragraph shall not be subject to arbitration.

Teachers ~~shall not~~ may utilize up to five (5) days of sick leave time for cases of illness in the immediate family (spouse, child or relative living in the teacher's home) or for wellness appointments and/or routine preventative appointments.

E. Sick Leave Bank

1. All members of the bargaining unit shall become participants in the sick leave bank by contributing ~~threetwo~~ (32) days from his/her accumulated sick leave. If at any time the total number of days in the bank drops below three thousand (3,000), the employees will again deposit into the bank three (3) days by each teacher.
2. Upon exhaustion of accumulated sick leave any teacher covered by this Agreement may apply to the Sick Leave Bank Committee, as hereinafter provided, for a withdrawal of days. Application should be made as soon as the teacher suspects that time will be requested. Teachers who may run out of accumulated sick leave may apply to the Sick Leave Bank. Application should be made as soon as the teacher suspects that time will be required. Sick Bank days take effect upon exhaustion of accrued sick time. Sick Bank time is not awarded retroactively after the teacher has returned to work.
3. A Sick Leave Bank Committee consisting of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Union will be established. The Sick Leave Bank Committee will review all applicants desiring to withdraw days from the bank. The decision of the committee shall be final.
4. Applications to the Committee shall be made by letter and accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Applications shall be transmitted, with supporting documents, to the Co-Chairpersons of the Committee. It is the applicant's responsibility to provide, with the letter of application, the following information to both Co-Chairpersons:
  - a. A description of the condition requiring additional sick leave days.
  - b. A complete history of the use of accumulated sick leave time. Include dates absent and the reasons where possible. Date of expiration of full days or accumulated sick time is also required.
  - c. A statement of the history of the condition and other relevant conditions.
  - d. A statement from the attending physician or medical professional offering a diagnosis and a prognosis and, where possible, an estimated date when the applicant may return to work.
  - e. A request for a specific number of days from the Sick Leave Bank.
  - f. Incomplete applications will not be acted upon by the Sick Leave Bank Committee.
5. An employee who exhausts all full pay accumulated sick leave may be granted up to thirty (30) school days by the committee in response to the written application. Payment for such days shall begin only after all full pay accumulation has been used. Additional sick time will not be granted to persons who have abused existing sick days. The Teachers' Sick Bank is a valuable benefit for all teachers. It is an

insurance policy against catastrophic illness or disability which assures that teachers' salaries are continued during times of stress and sickness.

6. If, after the original withdrawal authorized by the committee, the employee is unable to return to duty, he/she may submit to the committee an application for an additional withdrawal of up to twenty (20) school days. The second withdrawal will begin following expiration of the first withdrawal.
7. The first and second application must be accompanied by a physician's statement describing the illness and prognosis for a date of return to work. Thereafter, any part-pay accumulation as described above to which the employee is entitled shall be implemented. The Sick Leave Bank Committee shall have the authority to require a second opinion by a physician designated by the committee, the cost of such opinion to be borne by the employee.
8. The Sick Leave Bank Committee shall have the discretion, but be under no obligation, to authorize additional days from the bank to employees in cases of extended disability. The Committee's decisions shall not be subject to the grievance process.

F. Part-time Teachers' Benefits

1. Insurance.

Part-time teachers under regular contract shall be entitled to share in all insurance programs, excepting life insurance, on a prorated basis dependent on the portion of the school week that they are employed. The individual teacher will be required to pay the portion of the cost not covered by the Board.

2. Course Payments.

Part-time teachers who are employed under regular contract for a minimum of one-half of the school week, shall be allowed to take one 3-credit course compensated by the Board, under the provisions of Article XII, Section H provided that the course:

- a. Leads to certification, if the teacher is not fully certified.
- b. Leads to increased proficiency in the subject matter area in which he/she is teaching.
- c. That the course is approved in advance by the administration.

G. Insurance Coverage While On Leave

Any employee on an authorized leave of absence without pay, shall be entitled to continue as an enrolled member of any insurance policy where authorized by the insurance contract set forth in this Article, provided such teacher has made arrangements satisfactory to the



Superintendent for payment in full of the cost of such insurance program during his/her absence. If the insurance carrier allows payments to be made on a basis other than noted above, this will be approved by the Superintendent.

#### ARTICLE VII - FAIR PRACTICES

- D. The Board and the Union agree not to unlawfully discriminate in the application of the terms or this contract against any teacher protected under state or federal discrimination laws, as may be amended from time-to-time.
- E. The Board and the Union agree that they shall not discriminate, engage in reprisals or punitive action against any grievant or member of the bargaining unit for his/her participation in or nonparticipation in any protected activity as set forth in Connecticut General Statutes, Sections 10-153a through 10-153r.
- F. The provisions of paragraphs A and B above reflect the parties' understanding of their legal obligations. Any alleged violation of this paragraph shall be subject to resolution procedures established by law and shall not be subject to the grievance procedure.

#### D. Discipline

1. No member shall receive a written reprimand copied to the personnel file, or be suspended without pay except for just cause. Any verbal warning or counseling letters shall not constitute discipline subject to the grievance process. Any discipline above a verbal warning or counseling letter shall be for just cause, subject to the grievance process and copied to the teacher's personnel file.
2. All suspensions must be in writing to the employee with the reason for the disciplinary action stated. Notification shall be given to the Union.
3. The remedies set forth in Conn. Gen. Stat. Sec. 10-151 shall be the exclusive remedy for the termination or non-renewal of the contract of any teacher. Any request for a hearing concerning non-renewal or termination of contract must be requested within twenty days of receipt of notification, or otherwise as set forth in any amendment of Connecticut General Statutes Section 10-151.

#### ARTICLE VIII - OPPORTUNITIES AND ASSIGNMENTS

#### A. Definitions

1. An "assignment" is the placement of a member of the bargaining unit within the same school or, for teachers whose assignment is program based, within the same program.
2. A "transfer" is a change in school building placement or, for teachers whose assignment is program based, in a program on either a voluntary or involuntary basis.



B. Assignment

1. The assignment of a bargaining unit member is the responsibility of the Superintendent or his/her designee, e.g. school or program administrator.
2.
  - a. Teachers shall be given an opportunity to fill out preference sheets indicating three preferences in order of priority grade level on or about February 1, with the understanding that such preference requests shall be taken into consideration in making assignments for the ensuing year.
  - b. All teachers will be given their teaching assignments, but not necessarily the actual period-by-period breakdown, no later than June 15 except, however, that such assignments may be changed hereafter because of conditions or contingencies beyond the control of the Board.
3. A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.
4. Positions filled by assignment of an individual from the same school/program shall not be subject to the posting requirement. The position within the building/program ultimately left vacant will be subject to the normal posting procedure.

C. Transfers, Voluntary

1. All known or anticipated vacancies for the subsequent school year shall be posted on or about March 15 of each year. Tenured bargaining unit members shall complete an application for transfer to any posted position or to a particular school whether or not a specific opening exists at that school at the time of the posting before the posting closes.
2. The application for transfer shall include up to two openings or desired locations for which the bargaining unit member wishes to be considered. If one of the two positions is closed due to budget constraints, the bargaining unit member may be allowed to add another position to their application for transfer.
3. Positions filled on or before the first day of the student school year shall not be subject to annual posting procedures. That is, such positions need not be posted if the vacancy becomes known to the Board and is filled after the Annual Posting is finalized and on or before the first day of the student school year. Further, the Parties agree that there is no requirement to post any position that becomes vacant as a result of a bargaining unit member being selected for a position as a result of an application made through the annual posting process to a generalized position or a school location. Additionally, a position, which becomes vacant because a member was selected for a position as a result of the Annual Posting, may be filled directly with an outside applicant without regard to any applicants for generalized positions or school locations from the Annual Posting (e.g. if teacher x, a third grade

teacher, applies for “any second grade position” as part of the Annual Posting and a second grade position becomes available during the summer and is selected, the third grade position which becomes vacant during the summer will not be posted and may be filled directly by an outside candidate.).

4. If a tenured teacher applies to a school even without a specific vacancy listed or applies to a desired location/generalized position (e.g. “any elementary position” or “any social studies position”), the Principal is not obligated to conduct an interview but may do so, at his/her sole discretion.
5. If the bargaining unit member applies to a desired location/generalized position, for example, “all second grade positions,” this “location” would not include any specific openings listed on the Annual Posting. If for example, a Dwight second grade opening is listed, the member must specifically apply for such position; stating “all second grade positions” would not be considered as an application for the specific opening listed, e.g. the Dwight position.
6. If the applicant, who applied to a school location without vacancies identified or to a generalized position (e.g. “all social studies positions”), decides to withdraw, he/she must inform the Office of Talent Management in writing prior to 4:00 p.m. on June 30<sup>th</sup> of each year. If an applicant fails to withdraw before the time specified above, and is selected, he/she must report to the new assignment at the beginning of the school year.
7. A teacher, who previously applied for a desired location/generalized position, must provide to the Office of Talent Management, in writing, his/her contact information for the summer, including telephone number and email address before the last day of school. Failure to provide such documentation shall mean the member has waived his/her rights to be considered for any positions.
8. A teacher who has applied for a category of positions (generalized position) or to a school location shall be considered for positions if such vacancy occurs over the summer. If he/she is not available to interview when emailed, he/she shall waive his/her rights to all positions. Prior to August 1, a failure to respond to a telephone call or email within 5 calendar days shall be viewed as a waiver of all rights to all positions. On or after August 1, a failure to respond within two business days shall be deemed a waiver of all rights to all positions. If a member refuses an interview or fails to appear for an interview, he/she shall waive his/her rights to all positions for which he/she applied.
9. Where a position is filled by a bargaining unit member after the close of the standard Annual Posting Process as a result of a member applying for a generalized position or applying to a school location, the Union agrees that it will not file any grievances related to the selection of one bargaining unit member over another bargaining unit member.

10. In filling vacancies, the administrator shall select the most qualified applicant. In determining qualifications, the Superintendent or his/her designee, shall consider the following:
  - a. Certification required for the position.
  - b. Experience: Demonstrated experience in relevant elementary positions or subject area experience for secondary positions.
  - c. Educational Background: Graduate courses and advanced degrees in the grade level or subject area directly related to the posted position.
  - d. Specialized training relevant to the position.

Upon the request of the Union, decisions as to qualifications for a position shall be subject to review by the Superintendent or his/her designee, which decision shall not be arbitrary or capricious.

11. Appointments shall be effective at the beginning of the subsequent school year, unless otherwise determined by the Superintendent.
12. Bargaining unit members may request information as to the reason they were not selected for a posted position. Such information shall provide substantive reasons for the denial of the transfer.
13. If the employee's transfer request is granted, the employee may be denied a subsequent transfer for a period of two years, on that basis alone.

D. Transfers, Involuntary

1. Before an involuntary transfer is made from a school because of a loss of position at the school, consideration shall be given to the following:
  - a. Volunteers who may wish to transfer to another school or work site;
  - b. The least senior employee in the affected certification areas (elementary) or department (secondary).

The Superintendent or his or her designee may deviate from seniority for reasonable cause.

Employees transferred involuntarily because of a loss of position at the school, shall have the right to return to the same school or department in the reverse order in which they were transferred (unless there is reasonable cause not to make the transfer), if a vacancy for which the teacher is certified occurs within two years of the involuntary transfer. The teacher shall complete a form provided by the Human Resources Department within one month of the transfer to exercise this option.

2. A teacher may be involuntarily transferred from a school because of performance concerns if the teacher has received a rating of needs improvement, unsatisfactory, or is on intervention during a particular school year. In such cases, teachers may be granted, at the Superintendent's discretion, an administrative transfer to another location. Employees transferred involuntarily because of performance concerns shall have the right to apply for vacancies that may arise in the school from which they were transferred under the provisions of Article VIII C above, provided that the employee is tenured. The decisions of the Superintendent under this section shall be final and not subject to the grievance procedure.
3. Involuntary transfers shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified of the reasons for the transfer. To the extent possible, teachers shall receive written notice of transfers to be effective at the beginning of the next school year prior to June 15. During the summer, teachers shall be notified in writing by regular and certified mail at the address on file with the Board of any involuntary transfers and the reasons therefor. The teacher may request consultation with the decision maker within two (2) days of receipt of the notice and the reasons for the transfer.
4. Notwithstanding the foregoing, the transfer of teachers to and from a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall be determined by the Superintendent or his or her designee, and shall not be subject to the grievance procedure. Involuntary transfers into or out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall not be made without prior consultation between the teacher and the Superintendent or the designee of the Superintendent, at which time the teacher shall be notified that the involuntary transfer is being implemented in connection with an applicable state or federal law.
  - a. The Superintendent shall select teachers to be transferred out of a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution). The sole criterion shall be whether the transfer is in the best interest of the Hartford Public Schools.
  - b. Prior to involuntarily transferring any teacher into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), the Superintendent may choose either of the following options:
    - i. Select one or more of the fifty (50) Master Teachers within the bargaining unit that were previously designated by the Board. Bargaining unit members and new hires who apply and are accepted

for these Master Teacher positions will have no specific assignment at any school site and will accept temporary assignments throughout the district at the direction of the superintendent or his or her designee. Postings for these positions shall clearly state their itinerant nature, that those selected shall act as troubleshooters for the system, that they will likely be asked to work in priority schools and other challenging and critical situations, that the elite nature of these positions requires proven success as an educator and finally that those selected for these positions will be making a three year commitment during which they are waiving their rights under the voluntary transfer provisions of this agreement. The Board and the Union recognize that the skills, flexibility and expertise demanded of these positions may require additional compensation. The Board, at its discretion, may choose either the leadership stipend, the extended day stipend, the extended year stipend, or the signing bonus for need or any combination thereof depending on the Board's need to attract applicants to these positions.

OR

- ii. Seek volunteers from across the school district, and interview qualified volunteers.

The final decision regarding which of the above options to use and/or which teachers shall be involuntarily transferred into a school identified in accordance with any applicable state or federal law (where such law, or the implementation of the law, permits and/or contemplates changes in staff and/or reconstitution), shall rest with the Superintendent or his or her designee.

E. Layoff and Recall

1. In the event of a reduction in force necessitating the elimination of bargaining unit positions, teachers will be laid off in the reverse order of their seniority in the system within certification area(s). No permanent teacher shall be laid off as long as there are non-tenured teachers holding positions for which the permanent teacher is qualified.
2. Any employee who is laid off shall have recall rights as follows:
  - a. Teachers who have been laid off shall have their names placed on a preferential hiring list.
  - b. Seniority shall be the determining factor in recall provided that the teacher is certified and qualified for the position.
  - c.
    - i. A teacher's name shall remain on the list for a period of thirty (30) months from the date of layoff or until the teacher refuses a position for which the teacher is qualified.

- ii. A teacher who formerly worked 40% or more shall remain on the recall list unless the teacher refuses a position which is 40% or more of a full-time position.
- d. No new employee shall be hired to fill a position for which there remains a certified and qualified laid off teacher.
- e. Teachers on the recall list shall be notified of openings by regular and certified mail sent to their last known address and must respond to the Administrator for the Office of Talent Management within ten (10) days of the delivery date of the notification of the opening. To insure coverage under this subsection, teachers must keep the Board informed of all address changes.

F. Board-Created Opportunities

1. It is recognized that during the course of a year there are many opportunities for teachers which arise in the system. Board-Created Opportunities shall be defined as programs which extend beyond the normal workday or work year that do not require a teacher to leave a current teaching position, for example: Summer School, Adult School, Curriculum Teams (when posted). Such opportunities shall be posted internally at the school level, setting forth the requirements, schedules and rates of pay and the procedure for application. Members of the bargaining unit shall have preference for all such opportunities provided the member is qualified. If the position is not filled by a bargaining unit member, the Board may then offer such position to a non-unit member. Nothing herein prevents the Board from posting a generalized summer position at the district-level.
2. All postings for such positions will be made as soon as they are known. Teachers will have ten days to apply for openings except where it may be necessary to post for less than this period of time. The Union will be notified in writing within ten days of the names of the teachers chosen for the respective positions. The time for filing a grievance will be within ten calendar days from the time the notification is sent to the Union.

ARTICLE IX - NOTICES AND ANNOUNCEMENTS

A. Circulars

All official circulars from the Superintendent's office and from the Board which are intended for the information of the employees shall be posted on school bulletin boards so as to be available to them as soon as possible upon receipt in the schools. Copies of these circulars, after a reasonable posting time, shall be filed in each school so that they continue to be available to the employees as needed for their effective period.

B. Notices to Union

A copy shall be sent to the Union office of any notice, directive or bulletin relating to teachers generally or to any substantial group of teachers.

## ARTICLE X - CLASS SIZE LIMITATIONS

The Board agrees to maintain the class size limitations listed below.

1.
  - a. No regular academic elementary class in grades pre-kindergarten through 2 shall exceed 23 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
  - b. No regular academic class in grades 3 through 6 shall exceed 27 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
  - c. No regular academic class in grades 7 through 12 shall exceed 28 students, excepting experimental teaching situations or classes specifically established for larger group instruction.
  - d. When a Unified Arts (Physical Education, Art, Music, ELL, Media, or other area of special instruction) class size exceeds the class size limits established in sections a–c by five (5) or more students, the teacher can complete a class size claim and submit to the Superintendent or his/her designee for consultation and review. Such consultation and review shall not be subject to the grievance process.
  - e. Recognizing the value to special education students, it will be expected that special education classes will not normally be doubled up in art, music, physical education or other areas of special instruction.
  - f. The class size limitations listed above shall be increased by 5 students for regular academic classes that are co-taught. Co-taught shall be defined for the purposes of this Article as a class comprised of both special education and regular education students and taught by both a special education teacher and a regular education teacher.
  - g. Any Montessori based class shall be considered a class established for larger group instruction. The applicable class size shall be 28 students.
2. Class sizes and excesses shall be determined on the basis of class roster(s), except in cases where it is reasonable to adjust the number of students on the roster downward. Examples of appropriate reasons to adjust the number of students on the roster downward include, but are not limited to, the following: a student who is rostered in more than one classroom or school; a student who is known to have moved from the school; a student who is on a long-term absence due to illness, incarceration, or for any other reason; or a student who has been removed from the class and is awaiting placement elsewhere.



3. On or before October 10<sup>th</sup>, but no earlier than September 16<sup>th</sup>, each teacher who believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, must initiate the formal process and submit his or her claim of an excess in writing to the Superintendent or his/her designee. Such written claim must include the following information: (1) the name of the teacher; (2) the name of the school; (3) the grade level or classes (including whether or not the class is co-taught); (4) the number of students enrolled in the affected class; (5) the date that number was enrolled; and, (6) a copy of the attendance sheet for that date. The Superintendent must receive all written claims of excesses by October 10<sup>th</sup>. Any claim of an excess arising prior to October 10<sup>th</sup> and not submitted in writing to the Superintendent or his/her designee by October 10<sup>th</sup> shall be deemed waived by the teacher and shall not be subject to the grievance procedure. Nothing in this paragraph shall prohibit a teacher from communicating with his/her principal regarding class size issues prior to September 16<sup>th</sup>.

If a teacher believes his or her class(es) are in excess of the limitations set forth above, or as contained in the Special Education Class Size Guidelines contained in Appendix C, for the first time after October 10<sup>th</sup> in any school year, he or she must submit his or her claim of an excess in writing as described above to the Superintendent or his/her designee within fifteen (15) days of the first day of the excess. Any claim of an excess arising for the first time after October 10<sup>th</sup> and not submitted in writing to the Superintendent or his/her designee within fifteen (15) days of the first day of the excess shall be deemed waived and shall not be subject to the grievance procedure.

4. The determination of appropriate class size shall be on or before October 17<sup>th</sup>, at all school levels. The parties shall also continue ongoing review of class size issues throughout the school year.
5. On or before October 11<sup>th</sup>, in each school year, the Board shall present a proposal to resolve all claimed class size issues to the Union. Such recommendations shall be consistent with the following:
  - a. The Board agrees that the special education class size guidelines in effect as of the effective date of this Agreement, shall be not increased during the life of this Agreement without prior negotiations with the Union and are subject to the grievance procedures of this Agreement up to the Superintendent or his/her designee.
  - b. The parties agree that these guidelines are intended to insure an orderly procedure for a return to compliance from temporary excesses in class size limitations.
6. If the Board does not provide any support by October 18<sup>th</sup>, in the case of an excess claim filed in writing to the Superintendent or his/her designee on or before October 10<sup>th</sup>, or within twenty school days of the filing of written notice with the



Superintendent or his/her designee, in the case of an excess claim filed after October 10<sup>th</sup>, the Board shall provide the affected teacher the following remedy:

In instances where class size exceeds the limitations outlined above, where feasible, the Board shall open an additional classroom. If not feasible, the Board shall hire a full-time teacher to co-teach (two (2) teachers of appropriate certification, which may include two (2) regular education teachers). If these remedies are not implemented, the Board shall pay the teacher on an excess per child per full day basis based on the following formula:

The teacher's base salary divided by the number of standard work days shall equal the per diem amount.

The per diem amount divided by the total class size limitation (23, 27, or 28) shall equal the cost per excess child per day.

The cost per excess child per day times the number of children over the class size limitation (23, 27, or 28) times the number of days over the class size limitation shall equal the total excess class size compensation.

Note: for Middle School or High School, the per diem cost per excess child per day shall be divided by the total number of instructional classes per day or A/B schedule, etc...

Such written claim must be received by the Superintendent or his/her designee within five school days of October 18<sup>th</sup> or within five days of the Board's deadline to respond, if such claim is made for the first time after October 10<sup>th</sup>. Thereafter, the contractual grievance procedure shall apply.

7. "Days," for purposes of this Article, shall mean any day that the district (Central Office) is open.

## ARTICLE XI - EXTRACURRICULAR ACTIVITIES

- G. Assignments to paid extracurricular activities shall be voluntary. In the event that no volunteers are forthcoming for a given extracurricular activity for which there is a provision for payment in Appendix B annexed to this Agreement, a teacher may be appointed by his/her immediate supervisor, provided that no teacher may be required to accept such appointment in two (2) successive years.
- H. Vacancies in such assignments for which compensation is provided shall be posted for a period of ten days as they become available. The posting shall include the qualifications required and the qualifications preferred for the position; the assignment shall be for a period of one year/season and the position shall be reposted annually. Selection shall be based on the best qualified candidate. Where the posted extracurricular activity is limited to one school, then the activity may be posted with preference to unit members within the school. Members of the bargaining unit, who are qualified, shall be afforded a preference for such positions.

- I. Any teacher involved in athletic coaching shall not be scheduled for detention time which will conflict with that activity. However, excused time for this activity will be made up after the activity is completed.
- J. It is understood that if an employee is expected to conduct activities within the school building after the normal school hours, a custodian shall be required to be in the building until the activity is concluded and such employee has left the premises.

ARTICLE XII - MISCELLANEOUS

A. Representation

- 1. Any employee who is summoned to the Board of Education building by an administrator shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.
- 2. If a school administrator summons a teacher to the school office, the teacher shall be informed of the matter in regard to which his/her presence is required. If the employee reasonably believes that the meeting will result in disciplinary action he/she may be accompanied by a representative of the Union if he/she desires.

B. Substitutes

- 1. Whenever a teacher, K-8, who is otherwise free from teaching or duty assignment is required to cover ~~more than one-half of~~ a class period for another teacher for more than twenty-five (25) minutes, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period. A regular K-8 teacher shall be considered free from a teaching assignment or duty assignment whenever a special, art, music or physical education teacher is instructing the class and an agreement has been reached with the special teacher or with the principal that does not require the presence of the regular teacher.

Whenever a shortage of qualified substitutes occurs and the Board is unable to hire a substitute for an absent teacher according to its normal procedure and coverage is required, then coverage will be provided as follows:

A period by period roster listing the names of all teachers in alphabetical order who are available (that is, have a scheduled preparation period) each period will be available at the desk of the principal's secretary and teachers will be used on a rotating basis.

- a. At no time will head teachers or media coordinators be used for coverage except for emergency or short-term assignments as for a homeroom period.
- b. Counselors and other special service personnel (social workers, psychological examiners, special education resource teachers, TESOL

teachers, librarians, [SLPs](#)) may also be used in emergency situations for class coverage.

- c. The exempt teachers noted above shall be used only after each staff member in a particular period has gone through four rotations and no volunteers are available. The exempt teachers, if utilized, shall be utilized on an equitable basis.

d. [Whenever a middle school class requires coverage, the class will be covered in accordance with the language applicable to the particular school, e.g.: middle school in a 6-12 school follows the high school language. Stand-alone middle schools follow K-8 language.](#)

2. Whenever a high school class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at anytime. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in any semester, he/she shall receive the emergency coverage compensation rate listed in Appendix D of this Agreement for each such class period covered commencing with the second such period in a given semester.
3. A per diem substitute is one who is employed on a day-to-day basis because there is no regularly appointed teacher for such duties, and as such is not a member of the bargaining unit. A per diem substitute shall become a temporary teacher subject to the applicable provisions of this Agreement when such person works in the same position for forty (40) consecutive school days.
4. Temporary Teacher
  - a. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is replacing a teacher for more than forty (40) consecutive school days on an approved or authorized leave of absence.
  - b. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days for which a permanent teacher has not been appointed.
  - c. A certified employee or an employee serving under a Durational Shortage Area Permit ("DSAP") who is filling a position for more than forty (40) consecutive school days due to the resignation, retirement or termination of a regularly appointed teacher prior to the end of the academic year to which he/she was appointed.

All temporary teachers shall be placed on the BA Step 1 of the salary schedule or on a higher placement as determined by the Superintendent and receive all the benefits granted to regularly appointed teachers. Such salary placement shall be made after the temporary teacher has worked in the same position for forty (40) consecutive school days or at such earlier time as determined by the Office of Talent Management.

All other teachers shall be regularly appointed teachers.

Teachers on the layoff list or teachers who have received notice of layoff shall have preference by seniority for temporary teacher positions for which they are qualified. They shall be placed on the appropriate step of the salary schedule and retain all their rights and privileges.

Notwithstanding any of the above, a regularly appointed teacher who, prior to layoff or prior to receipt of notice of layoff, transfers into a temporary teacher opening shall retain his/her regular status.

A teacher who is on layoff who is recalled to a temporary teacher opening shall be considered regularly appointed and shall retain whatever rights to be placed in a permanent full-time position as he/she had while on layoff and shall attain no greater rights as to recall because of appointment to the temporary position.

C. Preparation Periods for Teachers

1. Preparation time/periods shall be time used for educational purposes.
2. All high school teachers will normally teach five class periods per day and be scheduled for two periods per day for educational purposes, one which shall be for assigned duties, and one of which shall be for preparation. Whenever a class requires coverage, the class will be covered by a teacher who has no specific teaching assignment for that period. A roster listing the names of all teachers available each period shall be maintained at the desk of the principal's secretary and available for review at any time. Teachers will be assigned to class coverage on a rotating basis. If there is an emergency need for coverage and a teacher is required to provide class coverage during his/her preparation period more than once in a semester, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period after the first such occurrence in each semester. If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.
3. Teachers at the Middle School level, grades 6-8, and seventh and eighth grade teachers in K-8 schools shall teach five periods and shall have a minimum of one preparation period per day, and where additional special subject areas are offered, one duty period per day. If there is an emergency need for coverage and a teacher

is required to provide class coverage during his/her preparation period, he/she shall be paid at the emergency coverage compensation rate listed in Appendix D of this Agreement for each class period, If classes do not meet for the full five-day week; the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day.

4. Volunteers from the bargaining unit shall be sought to perform detention duty. If there are no volunteers, teachers may be assigned this duty by the principal on a rotating basis, provided that no teacher will be assigned such duty more than five (5) days per year, and provided further that at least two weeks' advance notice of the assignment will be given. Any teacher sought by the Administration to perform detention duty beyond the scheduled workday (including any additional required work time), as discussed above, shall be paid at the Extra Pay for Extra Duty rate.
5. All teachers teaching at pre-k through sixth, shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. Further, up to 45 minutes of the 225 each week on a monthly average may be Administration directed preparation time at the discretion of the Administration.
6. Sixth, seventh and eighth grade teachers shall follow the preparation and meeting schedule of the school in which they are located.
7. If the Board exercises its unilateral right to alter the scheduling of the student day at the middle school or the high schools, all teachers at those locations shall have a minimum of 225 minutes per full week for preparation time on a monthly average. If classes do not meet for a full five day week, the guaranteed average shall decline proportionally. If school opens late or is dismissed early, and a teacher's release time is scheduled for the before or after school time period, the teacher shall not have a preparation period that day. The school principal may, in his/her sole discretion, direct the teacher's activities for non-instructional time in excess of the minimum set forth above. For example, non-traditional duties include but are not limited to student advising, enrichment periods, common planning time, etc. Additionally, such teachers shall not be required to perform more than 225 minutes per full week on a monthly average of traditional duties, specifically study hall, cafeteria, late student arrival, and/or hall.

Further, without waiving its unilateral right to create the schedule in its sole discretion, the Administration acknowledges the value in spreading out preparation time.

D. Leadership Positions

The School Administrator shall determine leadership positions for each school in its sole discretion at the annual rates of \$1,500, \$2,500, or \$3,000. In the event that the School Administrator determines that a leadership position is required, notice of such opportunity' and the applicable stipend amount shall be provided at the applicable school location. The School Administrator shall select the successful candidate from among those teachers expressing interest.

E. Duty Free Lunch

All teachers shall have a minimum of a thirty (30) minute duty-free lunch.

F. Reimbursement for Losses

The Board will allocate \$10,000 for the purpose of reimbursing teachers for loss, excluding cash, or damage to personal property (other than cars) incurred while in the performance of duty. Such payments shall not duplicate those covered by the teacher's insurance. The Board will also allocate \$15,000 for the purpose of reimbursing teachers for damage to their cars while on school duty, whether or not the car is covered by insurance. All reimbursements for the foregoing will be held until the end of the fiscal year at which time reimbursement will be made in full if the amount allocated is sufficient for such purpose. Otherwise, prorated reimbursement will be made according to the demands made on the respective funds.

G. Parking Facilities

The Board and the Union will work in cooperation with the Police Department to establish parking facilities for teachers wherever necessary and possible.

H. Professional Improvement/Tuition Reimbursement

The Board desires to encourage the professional improvement of its employees in areas directly related to their employment. Teachers who have completed one year of satisfactory service in the Hartford Public Schools and have successfully completed the semester course shall be eligible for tuition reimbursement of up to ~~\$675~~700 per credit, up to a maximum of six (6) credits per year. Additionally, upon written request by the teacher, the Executive Director of Human Resources or his/her designee may reimburse for a course or course of study in an area of shortage or need of qualified teachers up to the full amount of tuition if the teacher agrees, by way of written agreement, to maintain employment in the District for up to three (3) years after completion of the coursework or to repay the tuition reimbursement received should the teacher not maintain said duration of employment. The Executive Director of Human Resources or his/her designee's decision shall not be subject to the grievance and arbitration provision of the Agreement. Courses shall be eligible for reimbursement only during the school year in which the teacher took the course(s). Teachers must submit any course for reimbursement within three months of receipt of the final grade, or the claim for reimbursement shall be waived. For purposes of this article, successful completion means, at a minimum, receipt of a B or a Pass for the

completed course work. For doctoral programs, successful completion can be confirmed by receipt of “In Progress” when credits are obtained, provided that the credits are aligned to the program requirements.

I. Collections from Students

The only programs for which teachers will be required to collect monies are those sponsored or approved by the Board. Such collections shall not exceed three per school year and shall continue for no longer than one week per collection.

J. Professional Study Days

The Board shall pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who attend workshops, seminars, conferences, conventions or other professional improvement sessions (such as visiting days) at the request and/or with the advance approval of the principal or coordinator and the Superintendent of Schools or his/her designee for particular purposes of special benefit to the school system.

Advance notice of at least 10 school days must be provided by any teacher requesting a professional study day, except in cases of a teacher substituting for another in connection with a previously approved request. Approval of teacher requests is at the discretion of the Superintendent and is not subject to the grievance process beyond the Superintendent level. A written report may be required of any teacher attending such sessions.

K. Student Teachers

Any teacher requested to accept a trainee will have one week’s advance notice.

Teachers shall have the right to accept or reject a student teacher.

No student teacher shall be assigned to a teacher who does not have three years of teaching experience, one year of which shall be in the Hartford Public Schools.

L. Teachers’ Lounge

Every school shall have at least one teachers’ lounge which is kept clean and provided with suitable furniture.

M. Buildings with No Cafeteria

Every effort shall be made to provide refrigerators and cooking facilities in all teacher lounges in buildings without cafeterias.

N. Instructional Staff Work Year/Workday

1. Teacher Workday

- a. Effective July 1, ~~2013~~2025, the workday shall be 7 hours ~~and 30 minutes~~.



- b. In grades 9-12 and in grades 6-12 in 6-12 schools teachers are required to remain through the eighth period (45 minutes after the school day ends) on one day per week, ~~other than Tuesday~~.
- c. In addition to the time set forth above, teachers shall be required to attend up to two additional sixty minute meetings per month, scheduled by the principal on a given day of the week for the year, for the purpose of group, team, and/or grade level meetings and/or any other committees on which teachers serve. The type of meeting shall be determined by the Administration, but must not be an additional faculty meeting.
- d. The work day for professional personnel assigned to the Psychological, Speech and Hearing and Social Work Departments shall be from ~~8:30 a.m.~~8:30 a.m. to ~~4:00 p.m.~~3:30 p.m. each day, or the work day of teachers in the buildings to which they are assigned.

2. Teacher Work Year

- a. The work year for teachers as of the effective date of this Agreement is ~~187~~190 days, of which 182 are designated for student instruction. Teachers shall use ½ day of the allocated pre-service professional learning days prior to the start of the school year for classroom set up. In addition, the Board will provide time for teachers during the workday and work year to complete Vector training or its equivalent.
- b. Newly-hired teachers shall attend eight (8) hours of New Teacher Induction prior to the start of the year or during their first year for those teachers hired after the first day of school.

3. School/Home Communication

- a. Teachers at all levels shall be required to attend 1 mandatory evening Open House or comparable activity each year. In addition, teachers shall be required to attend 3 evening parent-teacher conferences and one family engagement night or comparable events that will convene for two hours in the evening.
- b. The Board may schedule parent-teacher conferences at all levels. There shall be 3 early release days scheduled each year on the day immediately following the evening parent-teacher conferences referenced above. The schedule on such days shall be two (2) hours early release and an additional two (2) hours after the normal dismissal time, and teachers are required to remain on site during all such scheduled conferences.
- c. If the Board, in its sole discretion, increases the overall time commitment set forth above, it shall pay affected teachers at their pro-rata rate.



4. Notwithstanding any other language contained herein in this section, the Board shall retain the right to schedule early release days for students. The Board may schedule in-service training for teachers on such days. On such early release days, the workday for teachers shall be extended by the same number of minutes (not to exceed two hours) as students are dismissed early.
5. During the last scheduled professional development half day in May of each school year, the elementary school teachers shall be released from attending professional development activities and shall instead perform administrative duties in the school, including completing their cumulative files, updating their record keeping, finalizing their class lists/placements, and the like.
6. Notwithstanding any provision of the Agreement to the contrary, the Superintendent or his/her designee may increase in writing the school day and/or school year in a designated school on a yearly basis and in such event all teachers in such designated school shall have his/her pay increased on a pro-rata basis. The Administration may decide in its discretion not to extend the day of certain members of the staff of a school if the members do not spend full-time at the location or are less than full-time. Effective July 1, ~~2013~~2025, to calculate the increase, ~~1402.5~~1,300 hours shall be subtracted from the new hours for the year and divided by ~~1402.5~~1,300 hours.

O. Assembly Coverage by Special Teacher

Any special teacher scheduled for a class that is at an assembly period will relieve the regular teacher for that portion of the assembly period that said special teacher would be instructing that particular class, but not if the special teacher is involved in the assembly program.

P. Save Harmless Policy

The Board shall protect and save harmless any teacher from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in bodily injury to or death to any person or damage to or destruction of property within or without the school building, provided such teacher at the time of the occurrence resulting in such injury, damage or destruction was acting in the discharge of duties within the scope of employment or under the direction of the Board. (Connecticut General Statutes, Section 10-235). These obligations are set out in statute and are not subject to the grievance procedure.

Q. Faculty Meetings

1. Notice of faculty meetings shall be posted by noon on the school day before the day of the meeting except in emergencies. No teacher shall be required to attend more than two full faculty meetings per month unless the person calling the same shall file, prior thereto, a written statement with the Superintendent (and a copy with the Union School Committee) setting forth the need for such additional meetings. The

dates for such meetings shall be set in the calendar at the beginning of the school year and may be changed only with one week's prior written notice.

2. In no event shall faculty meetings extend more than sixty (60) minutes beyond the normal time for teachers to leave school.

R. Discipline

Nothing in this section shall be construed to require the Board or the Administration to violate the provisions of the Family Educational Rights and Privacy Act ("FERPA"). Specifically, there shall be no discussion of any individual students whether by name or by reference at any meeting convened under this provision. If any discussion references specific students or incidents, the Principal or designee shall have the authority to immediately discontinue/cancel the meeting.

1. It is understood and agreed by the Board and Union that the discipline of students is the joint responsibility of both the teachers and the administrators.
2. The Board and the Union agree at the opening of each school year to establish a joint School Discipline Committee to provide a continuing study of discipline and the School Discipline Handbook within the school and to make recommendations for their improvement.
  - a. Copies of the School Discipline Handbook shall be made available to the teachers. Said School Discipline Handbook shall contain the Board's then current complete discipline policy.
  - b. Upon request, the committee shall be entitled to receive twice yearly a report that includes the following:
    - i. To the extent such statistics and/or records are kept, the number of students referred to school administration for discipline;
    - ii. To the extent such statistics and/or records are kept, types of offenses for which students are referred;
    - iii. Number of cases in which the student is either suspended or expelled;
    - iv. Type and length of sanction.

This provision shall not be construed to include the actual discipline referral form.

3. The School Discipline Committee shall include the principal (or designee) and at least three teachers selected by the Union School Committee.

4. The teacher is entitled to know the outcome of the disciplinary action taken by the principal (or designee) in any case where such teacher has filed a written statement of the offense and full information on disposition of the case will be made available to the referring teacher on request.
5. Teachers receiving students from long-term suspension, full-time placement outside of the system, or incarceration shall be given notification of the student's return and necessary information, within any applicable legal limitations, regarding the student's situation and subsequent interventions in order to allow the teacher to appropriately service the student.
6. So as to avoid potential FERPA violations, Sections 4 and 5 are not subject to the grievance procedure.

S. Teacher Evaluations

Evaluations shall be conducted in accordance with the provisions of Section 10-151b of the Connecticut General Statutes, as amended from time to time. This reference to statutory rights is provided for informational purposes and is not subject to the grievance procedure, provided however that claims concerning the procedural provisions of the evaluation plan may be submitted to the grievance process up to the Superintendent level.

T. School Calendar

Prior to adoption by the Board of the school calendar for the school year, the proposed calendar shall be submitted to the President of the Union for comments and suggestions.

U. Art Carts

A cart will be provided on every floor to carry art supplies if an art room is not available to the teacher.

V. Building Security

The Board shall continue its efforts to provide adequate building security against trespassers.

W. Teacher Rotation

Teachers shall not be assigned regular elementary and/or middle school classroom combination classes for more than one year without prior consultation and agreement of the teacher. Should such classes exist for more than one year at a specific grade level, such assignments shall be rotated among the potentially affected teachers (e.g. teachers assigned to fifth and sixth grades in the case of a 5/6 combination class) notwithstanding any other provision of this Agreement.

X. Job Sharing

The Board may permit job sharing opportunities annually. Job sharing grants may be made annually subject to the following terms and conditions:

1. Teachers shall be appointed to job sharing positions on a voluntary basis only. Job sharing arrangements shall be subject to mutual agreement of the teachers involved. Any job sharing arrangement must be approved by the Superintendent or his or her designee. Salary, fringe benefits and the Board's contribution for health benefits shall be prorated in accordance with the allocation of responsibility under the job sharing plan.
2. The parties shall create a Job Sharing Committee, consisting of one member appointed by the Superintendent and one member appointed by the President of the Union.
3. Applications for job sharing positions must be submitted to the Job Sharing Committee by February 1 prior to the year requested. The application shall identify the teachers involved, the position sought, and the plan for allocating responsibility for all areas of teacher responsibility, including teaching, grading, parent communication, administrative responsibilities and all other professional responsibilities of the position. The application shall also include a written statement from the principal concerning his/her position regarding the application for a job sharing position. The Union's Job Sharing Committee member shall forward the Union's recommendation in writing to the Superintendent's committee member, who shall forward the application along with the written recommendations to the Superintendent or his/her designee before March 1 prior to the school year requested.
4. The Superintendent or his/her designee shall consider and grant or deny each request on its individual merit on the basis of whether the plan is educationally sound, with priority consideration of the impact, if any, on the education of the children. Such decisions shall be made on an annual basis on or before May 1. Teachers who wish to job share in future years shall follow the procedures set out in paragraph 2.
5. Job sharers shall substitute for each other whenever possible. Schedules may be adjusted to allow partners the opportunity to pay back the other by covering (i.e., cover the appropriate number of days that one partner substitutes for the other).
6. If for any reason a member of a job sharing team is unable to continue in the position, the partner will be given the option to cover the entire position for the remainder of the year until another job sharer can be identified. The substitution of a new job sharer shall occur only upon approval of the Superintendent after consideration of the impact on the position to be vacated.
7. At the end of a job-sharing arrangement, a teacher who is job sharing will be guaranteed his/her return to a full-time position at the beginning of the school year

if the teacher would otherwise be entitled to a position under this Agreement. The teacher must notify the Office of Talent Management by February 1 prior to the school year requested of his/her intent to return to a full-time position.

Y. Areas of Shortage or Extreme Need

The Board may determine areas of shortage or extreme need in filling vacant positions. When necessary, to attract the highest quality applicants, the Board may offer “Signing Bonuses” to prospective applicants. Such payments shall be in an amount not to exceed ~~\$5,000~~10,000.

An internal candidate recruited to a school deemed in need by the Administration may be issued a signing bonus of up to 20% of such teacher’s base salary, in the sole discretion of the Administration. Such payment shall be in two installments and requires a two year commitment to the location by the teacher.

Master Teachers may be assigned as needed throughout the district and may be compensated under this provision.

Z. Innovations

Notwithstanding the provisions of Article XX, the parties agree that innovations in educational programs are necessary to the Hartford Public Schools. The Board reserves the right, by providing written notification to the Union, to request negotiations over provisions in this Agreement that may be affected by such innovations (e.g. changes in educational delivery models such as online courses and the use of distance learning technology), such as (but not limited to) length of school day, transfers, assignments, and preparation periods. Such a request to negotiate will be necessary only where such changes impact wages, hours or conditions of employment over which the parties are obligated to bargain. Such negotiations shall be governed by the provisions of Connecticut General Statutes Section 10-153f(e).

AA. Teaching Schedules

A copy of teaching schedules, including non-teaching assignments, shall be available at each school. All non-teaching duties and emergency assignments within a school are to be shared among the bargaining unit members on an equitable basis, subject to the requirements of the situation.

BB. Guidance Counselors Assigned to Teaching Duties

Nothing herein shall preclude school principals from assigning guidance counselors to teaching duties within certification area. There shall be no additional compensation for such duties.

## ARTICLE XIII - PROFESSIONAL STATUS

### A. Suggestions and Contributions

It is recognized that the bargaining unit members are members of a profession and have the interest of professionals in their work. It is further recognized that they may make constructive suggestions and contributions toward the administration of the school system.

A bargaining unit member who believes he/she has not been treated as a professional, in conducting his/her work, may file a grievance against the involved administrator. Such grievance shall be processed through the Superintendent-level and shall not be subject to arbitration.

### B. Union School - Principal Meeting

The principal of a school shall meet at least once a month with and at the request of a Union School Committee not exceeding five in number selected by the Union from among its members in that school in order to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures for that school shall be proper subjects for discussion at such meetings. Specific information concerning pending grievances at Steps 1 through 3 of the grievance process shall not be proper subjects for discussion at such meetings. Policies which may be adopted or maintained for that school as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union. The principal shall have a preliminary agenda furnished by the Union School Committee two days in advance of the meeting. The school principal, if he/she so desires, may place items on the agenda of the monthly meeting. The Union shall be given a copy of the principal's preliminary agenda items at least two (2) days in advance of the meeting. Vice principals may sit in with the principal at such meetings. Agenda items shall be addressed in alternating order, and there shall be a ninety-minute time limit on such meetings which may be extended by mutual agreement. Either or both parties may bring resource persons to the meeting.

### C. Union - Superintendent Meeting

The Superintendent of Schools and representatives of the Union shall meet at the request of either party on a monthly basis to discuss matters of educational policy and professional concern as well as matters relating to the implementation of this Agreement for a period not to exceed two hours except as it may be extended by mutual agreement. Policies adopted or maintained as a result of such meetings shall not be inconsistent with the terms of this Agreement nor shall they be contrary to Board policies except upon mutual written agreement between the Board and the Union.

1. The Union Committee for this purpose shall consist of three to five committee members chosen by the Union.

2. The Superintendent may meet in person or through his/her designated representative and may include at the meeting such members of his/her administrative staff as he/she may desire.
3. The Union and the Superintendent will submit, at least one week in advance of such meeting, items which they wish to be placed on the agenda for discussion.

D. Ad Hoc Committee

Nothing in this Article shall be deemed to curb the absolute right of the Superintendent and/or the Board to appoint and meet with ad hoc committees made up of individual teachers for the purpose of discussing such administrative matters as the Superintendent and/or the Board may desire. It is understood, however, that such committees as are set up under this Section shall not discuss matters which by statute are reserved to the Union as the representative of teachers for collective bargaining.

E. Exchange of Views Concerning Construction

The Board or its representatives and representatives of the Union shall exchange views concerning major alterations in existing school buildings and proposed new construction, as part of the regularly scheduled Union School-Principal and Union-Superintendent Meetings.

F. Job Descriptions

While the establishment of job descriptions is a prerogative of the Board, the Union has a right and the Board an obligation to negotiate the salary, terms and conditions of employment for unit members working under such descriptions.

G. Health and Safety

The principal of a school or his/her designee shall meet no more than once every other month, at the request of a Union Health and Safety Committee, not exceeding five in number selected by the Union from among its members in that school, in order to discuss issues relating to health and safety at the school. There shall be no prohibition on the Administration including participants from other Unions or from the Administration, in its sole discretion.

## ARTICLE XIV - UNION RIGHTS

A. Dues Check-off

The Board shall notify the Union in writing when any certified employee is hired. Each employee who chooses to join the Union shall sign a card to that effect. The Union will notify the Board in writing of the new hire's decision to join the Union. Beginning within 30 days of said notification the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Upon the payment thereof to the



Union, the Board shall be held free and harmless from any liability in handling such Union dues and may require a release from the Union.

The Board shall deduct the amount certified by the Union as the annual dues from the pay of each employee who chooses to join the Union in equal biweekly installments. All such deductions shall be remitted to the Union by the fifteenth (15<sup>th</sup>) day of the month for which the deduction is made. Employees on leaves of absence must make suitable arrangements in advance of such leave to pay the annual Union dues directly to the Union.

Bargaining unit members who are not new hires may choose to opt out of the Union by submitting written notice to the Union. The Union shall forward said notice to the Board within ten (10) business days from receipt of notice. Included with the notice sent to the Board shall be the date upon which dues collection is to cease along with documentation signed by the employee stating when dues collection is to cease upon withdrawal from the Union. Absent any documentation stating when dues collection is to cease, the BOE will immediately cease collecting dues from said employee.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this section.

The Union shall be informed upon request of all hires contracted through outside agencies.

B. Union Leave

Union members will be granted leave without loss of pay to attend special leadership training opportunities and for special Union business upon request of the President of the Union with the approval of the Superintendent which shall not be unreasonably denied.

C. Exclusive Bulletin Board

At least one bulletin board shall be reserved at an accessible place in each school for the exclusive use of the Union for the posting of Union notices and/or announcements.

D. Union Meetings in Schools

The Union may call meetings in each school before or after school or during the lunch hour upon request to and permission from the principal. Individuals having assignments at the time the meeting is scheduled must request and receive individual permission to attend. Permission in either instance shall not be unreasonably withheld.

E. Copy of Agreement

The Board agrees to furnish a copy of this Agreement to every employee covered herein within forty-five (45) days following the ratification of the Agreement by the parties. In accordance with the above understanding, new hires shall be provided a copy of this Agreement at the time of employment. Upon mutual agreement of the format to be used, the Union agrees to share the cost of printing the Agreement equally.



F. Union Rights to Information

There shall be made available to the Union, upon its request, any and all information, statistics and records that are relevant or necessary for the proper enforcement, implementation or negotiations of the terms of this Agreement, to the extent to which such material is readily available or is reasonably obtainable. Records of teachers other than those involved shall not be available without the approval of the individual teachers.

The furnishing of such data, records, etc., shall be in conformity with both State and Federal regulations.

G. No Pay Loss for Meetings

Whenever members of the bargaining unit are scheduled by the parties to participate during school hours in conferences or meetings, they shall suffer no loss in pay. Meetings shall be scheduled to minimize interference with instructional time.

Notwithstanding the above provision of XIV(G), teachers who attend grievance hearings during the school day shall be excused one (1) hour prior to the commencement of the proceeding, and witnesses for the same hearing shall be excused thirty (30) minutes prior to the commencement of the hearing.

H. Union Right to Board Agenda

A copy of the public agenda of the regular Board meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meetings. The agenda of special meetings shall be available to the official Union representative to the Board twenty-four hours prior to the meeting except in the case of emergency meetings in accordance with statute.

I. Access to School Budget

The supply budget allocation for each school shall be made available to the Union's building representative at his/her request.

J. Building Representative Release

All official building representatives shall be released from morning homeroom assignments and yard duty and shall continue to be released from afternoon high school homeroom assignments. Official building representatives may be used in an emergency at the discretion of the principal and vice principal. The Union shall have one official building representative per fifty (50) teachers or major fraction thereof with a minimum of one such representative per school.

One individual shall be assigned to provide release time per year for homeroom coverage. Assignments for such coverage will be rotated on an equitable basis from year to year. Where possible, paraprofessionals will be assigned to provide coverage.

K. COPE Deductions

The Board agrees that, upon submission of the HFT-COPE payroll authorization card, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly.

The Union shall hold the Board and City harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Board as a result of administration of the provisions of this Agreement.

L. Access to School Mailboxes

School mailboxes shall be available for the distribution of communications by the authorized officials of any teachers' organization. A courtesy copy shall be placed in the principal's mailbox and a courtesy copy shall be sent simultaneously to the Superintendent. The Board and the Union shall designate a school by mutual agreement at which inter-school mailbox for the Union shall be located. The Union shall have access to utilize the Board's email system. The Federation's use of the District's email system shall be limited to information members of a meeting or other informational purposes. At no time shall the Federation use the District's email for political activity.

ARTICLE XV - ELEMENTARY SCHOOLS

A. Elementary Head Teachers

1. When it is necessary for the principal of a school to be absent for more than one-half day, and there is no vice principal on duty a head teacher shall be appointed to be in charge of the school. Such appointment shall be made, after posting by the principal within the school from among the senior qualified applicants.
  - a. The head teacher is responsible to the principal.
  - b. The head teacher position is operative only when the principal or the assistant principal is not available to provide coverage on routine activities that are essential for proper operation of the school or which require immediate action.
2. In an elementary school that has a non-attached building housing five (5) or more teachers with no administrator, a head teacher position may be created. Such head teacher will be paid a stipend of \$1500.
3. The position of the head teacher does not in any way or means relate to evaluation of teachers or supervision of instruction and is not considered an administrative position.

B. Rotating Yard Duty

Volunteers shall be sought to perform elementary yard duty before any elementary school teachers are assigned such duty. If a sufficient number of volunteers is not available, then elementary school teachers (other than building representatives) may be required by the principal to perform yard duty not earlier than 15 minutes before the school session begins and such duty will be assigned on a rotating basis by the principal.

ARTICLE XVI - SENIORITY

A. Definition of Teacher

For the purposes of this Article, the term “teacher” shall include each employee of the Board below the rank of Superintendent who holds a certificate issued by the State Board of Education and who is employed in a position for which a certificate is required by the State Board.

B. Employment Date

Seniority for all teachers shall be counted from the first day of work in the school system in a position for which the State Board of Education requires a certificate.

C. Modification

Seniority shall be modified by the following considerations:

1. Teachers who quit and are reemployed shall accrue seniority as of their reemployment date.
2. Teachers who are laid off and rehired shall retain all their accrued seniority but shall not accrue additional seniority during the period of layoff.
3. Teachers on authorized leave shall continue to accrue seniority.
4. Teachers on unauthorized leave shall not accrue seniority for the unauthorized days of the leave.
5. Members of non-certified Hartford bargaining units who become teachers shall be allowed to carry fifty percent (50%), up to a maximum of five (5) years, of their seniority for continuous service within the district into the teachers bargaining unit upon his/her first day of work in the teachers bargaining unit. The parties agree and acknowledge that teacher tenure may only be awarded pursuant to the provisions of law and any modification to seniority pursuant to this subsection shall not have any effect on teacher tenure or considerations related thereto.

D. Seniority Lists

Seniority lists, including social security numbers and/or employee identification numbers, shall be provided to the Union upon request not more than once per year, except in the case of pending layoffs. Errors which occur inadvertently shall not invalidate the list; however, any employee laid off due to the error shall be made whole.

E. Tie Breaker

In case of a tie, seniority shall be determined by the last four digits of the teacher's social security number. The higher number shall have more seniority. If an employee has no social security number, then the last four digits of the employee's identification number will be used.

F. Seniority for Union Officers

Teachers shall continue to accrue seniority as long as they occupy a position within the bargaining unit.

ARTICLE XVII - LEAVES OF ABSENCE

A. Sabbatical Leave

Provided the requirements hereinafter set forth are satisfied, sabbatical leave may be granted to at least three (3) teachers for each school year.

1. Purpose. Sabbatical leaves for teachers are granted for professional improvement only, and these leaves are only for purposes designed to benefit the school system. These leaves are not a right, but rather a privilege or a reward for superior service.
2. Duration of Leave. Sabbatical leave in the Hartford Public Schools is granted for a full year or for a full semester. It is not granted for a portion of a semester.
3. Eligibility. No teacher can be granted a sabbatical leave unless he/she has completed seven (7) years of service as a teacher and has achieved tenure in the Hartford Public Schools.
4. Process of Selection. All candidates for sabbatical leave for the school year or for either semester should apply, in writing, to the Office of Talent Management on or before the third Monday in April. Each applicant is required to present, in writing, a carefully elaborated plan of study or a project, the successful completion of which will promise real benefit both to the teacher and to the Hartford Public Schools.

Candidates are selected by a committee of three with two members appointed by the Superintendent and one member appointed by the Union. In granting leaves, the Committee gives preference to a teacher who gives promise of a considerable number of years of service in the Hartford Public Schools.

5. Requirements To Be Met. Teachers who are granted leaves are required at the conclusion of their leaves to return to their teaching duties in the Hartford Public Schools and continue in Hartford service for not less than two years. They must submit a written agreement to the effect that if they do not return to Hartford service upon termination of leaves, they will refund all sums of money paid them by the Board during their sabbatical leaves. Unusual cases are presented to the Board for review.

Upon completion of sabbatical leaves, teachers are required to submit to the Superintendent a written report on the work completed while on leave. These reports are included in their personnel folders.

6. Financial Arrangements. Teachers on sabbatical leave receive the difference between their regular salary and the salary paid teachers on the first step of the Bachelor's schedule. In cases of teachers with legal dependents (spouse and children only, said spouse not being gainfully employed during the year of leave), there is provided an additional (family) allowance per dependent, equivalent to the current income tax exemption for dependents.

Whenever teachers are awarded fellowships by universities or foundations, consideration is given to the size of grant given these teachers by the universities or foundations involved and the Superintendent will determine the appropriate amount to be paid them while on sabbatical leave, not to exceed, in combination with the foregoing, their regular salary. To qualify for sabbatical leave with pay, fellowship holders are obliged to satisfy all the requirements outlined with this exception: they are recommended by the administrative staff rather than by the committee of three (see Subsection 4. above) since their records and qualifications have been previously examined by the committee appointed for this purpose and by the university or foundation making the grant.

Teachers who are granted sabbatical leave must agree not to accept gainful employment while on leave. Exceptions may be made by the Superintendent if the teacher on leave is granted a college or university fellowship involving a minor teaching assignment. In such cases, the Superintendent will recommend, for Board consideration and approval, an appropriate financial adjustment.

#### B. Union Detached Service Leave

Up to three teachers in the system who are either officers of the Federation or who are appointed to the Federation staff shall upon written application filed with the Superintendent prior to July 1 of any year be granted a union detached service leave of absence to commence the following school year. Such union detached service leave shall be without pay and shall be renewed, upon notice to the Superintendent by May 1 of the year of the leave.

Effective July 1, 2011, the Board shall pay the employer portion of the health insurance. The members on union detached service leave shall be required to pay the employee share.

Effective July 1, 2012, any teacher union detached service leave of absence shall be entitled to continue as an enrolled member of any insurance policy, provided such teacher has made arrangements satisfactory to the Superintendent for payment in full of the cost of such insurance program at the COBRA rate during his/her union detached service leave.

Any teacher on union detached service leave shall receive credit toward annual salary increments on schedules consistent with state law and shall continue to accrue seniority during the period of union detached service leave of absence. Any teacher on union detached service leave of absence shall at the teacher's expense be entitled to continue enrollment in life insurance policies, through the district.

C. Personal Days

Employees shall be permitted absences, without loss of pay, up to a total of not more than five (5) days in any school year for any or all of the listed reasons noted below.

~~Such five (5) days shall be deducted from the employee's sick leave unless the employee does not have a sufficient number of sick days, in which case the personal days shall nonetheless be allowed.~~ Any days used for personal purposes beyond the five (5) days will be days of personal leave without pay.

Request for personal leave must be entered into the automated absence management system at least four (4) school days in advance, except in emergencies which prevent such advance notice. An employee who has taken personal leave on an emergency basis must enter said personal leave into the automated absence management system no later than the end of the day of his/her return from leave. Failure to do so may result in loss of pay for that day. Any emergency personal leave must be filed prior to June 30.

Approval of personal leave requests must be granted by the Superintendent or his/her designee.

Reasons:

1. In the event of serious illness or death of wife, husband, father, mother, son, daughter, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, uncle, aunt, or child related by blood or marriage or member of his/her immediate household (not to exceed five (5) days in any school year);
2. Holy days (not to exceed three (3) days in any year);
3. Quarantine;
4. Absence for partner for birth of child (not to exceed three (3) days).
5. Personal business which cannot reasonably be conducted outside of school hours. Prior approval must be given by the Superintendent or designee. Such approval shall not be unreasonably withheld.

D. Leaves Without Pay Other Than Maternity

1. Leaves of absence without pay shall be granted upon application to tenure teachers for the following purposes. Such leave may be granted to non-tenure teachers at the discretion of the Superintendent.
  - a. Study related to the teacher's certification field.
  - b. Study to meet eligibility requirements for a certification other than that held by the teacher.
  - c. Acceptance of a teacher position in a foreign country for one year with such leave renewable for an additional year. Such teaching position shall be sponsored or approved by the Government of the United States.
  - d. In cases of extreme personal hardship.
2. "Urgent needs" of the school to which the teacher is assigned may be asserted as justifying a temporary denial of any application for leave without pay.
3. Except as noted above, leaves without pay shall be limited to one year.

E. Child-Bearing and Child-Rearing

1. Teachers who become pregnant shall be placed on short-term leave status for child-bearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph 2. Any teacher who becomes pregnant shall so notify the Superintendent or his/her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month.

Leaves shall begin when in the opinion of her doctor, the teacher is no longer physically able to work, or upon confinement, whichever comes first. Leave shall expire when in the opinion of her doctor she is physically able to return to work. Except in the case of unusual medical difficulties of the teacher, leave is not expected to continue for more than six (6) weeks after delivery.

2. Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request, shall be granted a long-term leave for child-rearing purposes. Such leave shall begin ~~either at the start of or at the mid point of the school year, and shall end either one half or one full school year later~~ on the date approved, and it shall end on the date approved. Childrearing leave will include up to two (2) weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave. The request for such leave must be made at least thirty (30) days prior to its commencement and must specify whether the request is for leave of one-half or one full year. Leave under this

paragraph may be granted to non-tenure teachers in unusual circumstances at the discretion of the Superintendent.

3. Teachers who adopt a child will be granted four weeks of paid leave, five days of which may be deducted from personal leave, the remainder to be deducted from accumulated sick leave.
4. Teachers who need to express milk during the school day shall be provided adequate opportunity to do so in accordance with state law.

F. Adult and Summer School Staffs

Summer school teachers shall be permitted two days of funeral leave for the same purposes and on the same terms as set forth in Section C.1. above, which may be extended to the extent personal days granted under said Section C. above have not been used during the previous school year, but in no event shall such leave be for more than a total of five days.

G. Violation of Leave of Absence Provisions

Willful violation of the stated purposes for which a leave of absence was requested and granted, or the willful making of a false report regarding such leave, shall subject the employee committing such violation or making such false report, to disciplinary action by the Superintendent and shall constitute a cause for discharge, suspension without pay, or demotion.

H. Return from Leave

An employee returning from Union leave of absence shall be returned to the former school and position he/she held prior to the commencement of such leave. In the event that the position of an employee on Union detached service who is guaranteed to return to his/her former position has been eliminated, he/she shall have a choice of the available vacancies for which he/she is qualified.

I. Reassignment after Return from Leave

Any condition that might affect such reassignment of those returning from leaves such as the elimination of the position or transfer shall be made in accordance with the terms of this Agreement. Any teacher who is granted a Board-approved leave of absence, and whose leave of absence is less than half of a school year, shall be guaranteed return to his/her former school and position, upon return from leave unless the position has been eliminated due to budget cuts. If a teacher's Board approved leave of absence is greater than one half of a school year, the teacher shall be reassigned to a new position for the remainder of the school year upon his/her return from leave. The returning teacher shall return to his/her former position at the commencement of the following school year unless the position has been eliminated due to budget cuts.



If a returning employee's position has been eliminated, then the employee returning from leave shall be offered a comparable position for which the teacher is qualified or shall be laid off or transferred in accordance with this Agreement.

Notwithstanding the above, teachers returning from leave shall be subject to the provisions of Article VIII.

J. Family & Medical Leave

Teachers may be eligible for up to twelve weeks of leave pursuant to the Federal Family and Medical Leave Act (FMLA). The Board may designate any leave under the collective bargaining agreement (paid or unpaid) that qualifies as leave under the FMLA as a leave granted under the FMLA. Up to five (5) days of accrued sick time may be used concurrently with FMLA and used to care for a qualifying family member.

K. Military Leave

Teachers who serve in the Guard or Reserves and are ~~activated for~~required to participate in military duty shall receive compensation from the Board to make up the difference between any pay allotment for military service and their full teacher pay for ten days per school year. Said compensation shall apply only to time served during the school year. Military leave shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

L. Jury Duty

The Board shall pay in full the first five days. After that, the member may use personal time to extend accrued leave with pay. Then leave without pay.

ARTICLE XVIII - PERSONNEL FILE

A. Limitations on File

Official teacher files shall be maintained so that teachers have a right of access and review of their files. Use of material contained in teacher files in disciplinary proceedings shall be subject to review under the just cause standard applicable to such proceedings. No anonymous letters or materials shall be placed in a teacher's personnel file.

B. Right to Review File

The teacher shall, upon request to the Superintendent or his/her designee, be given the opportunity outside the teacher workday to review the contents of his/her file.

C. Right to Reply

The teacher has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

D. Right to Copy Material

Each teacher shall receive, upon request, a copy of supervisory records and reports of competence, personal character and efficiency, maintained in his/her personnel file with reference to evaluation of his/her performance. The cost of facsimile copies shall be borne by the Board. The cost of facsimile copies of materials other than those cited above (e.g., transcripts, recommendations other than employment recommendations, commendatory letters from outside, etc.) shall be borne by the teacher.

ARTICLE XIX - SAVINGS CLAUSE

- K. If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- L. In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XX - DURATION

- M. This Agreement contains the full and complete agreement between the Board and the Union and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement, provided that the Union does not waive its right to negotiate over mandatory subjects of bargaining not covered herein or over impact issues, should the Board make changes that significantly affect conditions of employment. This provision is subject to the language contained in Article XII Z Innovations.
- N. This Agreement shall be in full force and effect from July 1, ~~2022~~2025 to June 30, ~~2025~~2028. Representatives of the Board and the Union agree to commence negotiations for a successor agreement in accordance with law.
- O. By mutual agreement of the parties, in the event that the Board and the Union fail to secure a successor agreement by June 30, ~~2025~~2028, or should there be no binding arbitration award, the present contract shall continue in effect.

ARTICLE XXI - PRIOR PRACTICES

The parties acknowledge that practices may develop from time to time at one or more of the district's facilities. The practices in effect prior to July 1, 1997 shall not be binding on the parties unless they are expressly incorporated, in writing, herein.

## ARTICLE XXII - INCENTIVES

### A. School Improvement Incentive

Each member who works in a school that shows significant school improvement shall be paid \$2,500 after the conclusion of the work year. The measure of improvement shall be through improvement as determined by the Superintendent of Schools, which shall apply to all eligible employees in the district. To be eligible, the member must appear and work a full day in such a school on at least 93% of the work days in the relevant work year. Members who work part-time, start mid-year, or travel between schools, shall be eligible for the above bonus on a pro-rata basis.

The school improvement incentive shall be issued only to members active during the time the payments are made during the succeeding school year, except in the case of resigning or retiring members providing notice of said resignation or retirement on or before May 1 of the year of resignation or retirement and maintain active employment with the Board until the end of the school year in which notice has been provided. The Superintendent or designee may agree to waive the notice requirement and allow payment of the incentive to such member who provides good and sufficient explanation for his/her failure to provide said notice.

The Administration may issue a \$2,500 school improvement bonus to members not assigned directly to a school in its sole discretion. Upon the Administration's determination of an assessment tool for school improvement for schools, the Administration shall meet and confer with the Union regarding payment of the school improvement incentive.

To be eligible for a bonus, each school location shall vote annually, on or about October 1st of each year for that year's bonus. In order for members at the school to be eligible for that year's bonus, at least 75% of those members present on the day of the vote must vote in favor of eligibility. If the Superintendent or designee fails to provide notice of the measure of improvement prior to the vote, then the vote shall be delayed until such notice is provided.

### B. Hartford Residency

Preference shall be given to new hires who are graduated of the Hartford Public Schools, and such preference shall be indicated on the initial employee application. Upon hiring, such new hire will be eligible for a one-time hiring bonus payment of \$2,500.

Any member who lives in the City of Hartford shall be eligible for a 3% differential based on his/her base salary. Hartford must be the member's primary residence. To demonstrate residency, the member must send by email from the member's Board issue email address, to the Office of Talent Management, a request for the residency differential, any three of the following documents that show evidence of Hartford residency: utility bill, car insurance, lease, property tax bill, voter registration card, drivers' license. The differential shall become effective within 30 days of receipt of appropriate documentation and request and shall cease each June 30<sup>th</sup>. Such evidence must be provided upon request and/or on an

annual basis. The Board may discontinue such differential upon belief of fraud. Failure to communicate in writing regarding a change in residency or any deception regarding primary residence shall be viewed as insubordination/moral misconduct.

C. National Board Certification

All educational professionals in the bargaining unit, who currently have valid certification from the National Board of Teacher Certification, and those teachers who receive such certification during the life of this Agreement, and present the Office of Talent Management with valid proof of same shall receive an annual payment of \$3,500.

D. Attendance and Retention Incentive

As an attendance and retention incentive, in any year in which a teacher uses five or fewer sick days, upon request by September of the following school year, a teacher may cash out 5 days, at \$200 per day (which days shall be deducted from accrued sick leave), which will be paid to the following December. This incentive shall be available to teachers who retire, but not those who resign prior to the December payment. This provision is subject to review in the second year for modification or termination by the Board after negotiation with the HFT.

ARTICLE XXIII - TEACHING OUTSIDE OF CERTIFICATION

This article is included for informational purposes only and shall not be subject to the grievance procedure. The Parties agree that the circumstances under which a teacher may teach outside of certification are determined by law.

---

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day  
of ~~2022~~2024.

FOR THE HARTFORD  
BOARD OF EDUCATION

FOR THE HARTFORD FEDERATION  
OF TEACHERS, LOCAL NO. 1018, AFT,  
AFL-CIO

By \_\_\_\_\_  
Its Chair

By \_\_\_\_\_  
Its President

## APPENDIX A - SALARY SCHEDULES

<b>2022-2023 Salary Schedule</b>									
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1									
2									
3	47,464		51,761	53,980	56,198	57,676	59,156	60,633	62,117
4	48,877		53,468	55,636	57,807	59,249	60,696	62,139	63,826
5	51,177		56,508	58,683	60,859	62,303	63,753	65,202	66,843
6	53,482		59,549	61,731	63,909	65,360	66,813	68,265	69,863
7	55,784		62,593	64,780	66,962	68,416	69,873	71,331	72,882
8	58,512		65,680	68,040	70,113	71,616	73,063	74,584	76,107
9	60,902		68,735	70,855	73,242	74,838	76,429	78,018	79,612
10	63,656	66,380	71,793	74,181	76,670	78,329	79,992	81,553	83,212
11	67,078	70,298	75,772	78,205	80,844	82,602	84,361	86,116	87,872
12	69,551	73,058	78,641	81,275	84,018	85,846	87,675	89,499	91,323
13	73,338	77,199	82,990	85,883	88,781	90,710	92,642	94,571	96,498
14	75,683	79,589	85,446	88,371	91,302	93,254	95,208	97,159	99,108
15	79,283	83,243	89,182	92,148	95,120	97,099	99,080	101,058	103,034

<b>2025-2026 Salary Schedule</b>								
Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
<u>1</u>								
<u>2</u>								
<u>3</u>								
<u>4</u>								
<u>5</u>								
<u>6</u>	<u>54,552</u>	<u>60,740</u>	<u>62,966</u>	<u>65,187</u>	<u>66,667</u>	<u>68,149</u>	<u>69,630</u>	<u>71,260</u>
<u>7</u>	<u>56,900</u>	<u>63,845</u>	<u>66,076</u>	<u>68,301</u>	<u>69,784</u>	<u>71,270</u>	<u>72,758</u>	<u>74,340</u>
<u>8</u>	<u>59,682</u>	<u>66,994</u>	<u>69,401</u>	<u>71,515</u>	<u>73,048</u>	<u>74,524</u>	<u>76,076</u>	<u>77,629</u>
<u>9</u>	<u>62,120</u>	<u>70,110</u>	<u>72,272</u>	<u>74,707</u>	<u>76,335</u>	<u>77,958</u>	<u>79,578</u>	<u>81,204</u>
<u>10</u>	<u>64,929</u>	<u>73,229</u>	<u>75,665</u>	<u>78,203</u>	<u>79,896</u>	<u>81,592</u>	<u>83,184</u>	<u>84,876</u>
<u>11</u>	<u>68,420</u>	<u>77,287</u>	<u>79,769</u>	<u>82,461</u>	<u>84,254</u>	<u>86,048</u>	<u>87,838</u>	<u>89,629</u>
<u>12</u>	<u>70,942</u>	<u>80,214</u>	<u>82,901</u>	<u>85,698</u>	<u>87,563</u>	<u>89,429</u>	<u>91,289</u>	<u>93,149</u>
<u>13</u>	<u>74,805</u>	<u>84,650</u>	<u>87,601</u>	<u>90,557</u>	<u>92,524</u>	<u>94,495</u>	<u>96,462</u>	<u>98,428</u>
<u>14</u>	<u>77,197</u>	<u>87,155</u>	<u>90,138</u>	<u>93,128</u>	<u>95,119</u>	<u>97,112</u>	<u>99,102</u>	<u>101,090</u>
<u>15</u>	<u>83,724</u>	<u>94,178</u>	<u>97,310</u>	<u>100,449</u>	<u>102,538</u>	<u>104,630</u>	<u>106,719</u>	<u>108,805</u>
<u>16</u>	<u>84,544</u>	<u>95,101</u>	<u>98,264</u>	<u>101,433</u>	<u>103,543</u>	<u>105,655</u>	<u>107,765</u>	<u>109,872</u>

Effective July 1, ~~2022, teachers who are not at maximum step placement and are eligible for step advancement shall move up one step on the schedule from their 2021-22 step placement.~~ 2025, bargaining unit members not at

maximum shall advance one step. If a bargaining unit member is hired after the 94<sup>th</sup> day of the school year, there shall be no step movement until the beginning of the second school year.

Teachers with twenty-five (25) or more years of teaching service in Hartford shall receive longevity payment of \$1,000 during the 2025-26 school year.

---

**2023-2024 Salary Schedule**

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1									
2									
3	47,464		51,761	53,980	56,198	57,676	59,156	60,633	62,117
4	48,877		53,468	55,636	57,807	59,249	60,696	62,139	63,826
5	51,177		56,508	58,683	60,859	62,303	63,753	65,202	66,843
6	53,482		59,549	61,731	63,909	65,360	66,813	68,265	69,863
7	55,784		62,593	64,780	66,962	68,416	69,873	71,331	72,882
8	58,512		65,680	68,040	70,113	71,616	73,063	74,584	76,107
9	60,902		68,735	70,855	73,242	74,838	76,429	78,018	79,612
10	63,656	66,380	71,793	74,181	76,670	78,329	79,992	81,553	83,212
11	67,078	70,298	75,772	78,205	80,844	82,602	84,361	86,116	87,872
12	69,551	73,058	78,641	81,275	84,018	85,846	87,675	89,499	91,323
13	73,338	77,199	82,990	85,883	88,781	90,710	92,642	94,571	96,498
14	75,683	79,589	85,446	88,371	91,302	93,254	95,208	97,159	99,108
15	80,670	84,700	90,743	93,761	96,785	98,798	100,814	102,827	104,837

**2026-2027 Salary Schedule**

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
<u>1</u>								
<u>2</u>								
<u>3</u>								
<u>4</u>								
<u>5</u>								
<u>6</u>	<u>55,643</u>	<u>61,955</u>	<u>64,225</u>	<u>66,491</u>	<u>68,000</u>	<u>69,512</u>	<u>71,023</u>	<u>72,685</u>
<u>7</u>	<u>58,038</u>	<u>65,122</u>	<u>67,398</u>	<u>69,667</u>	<u>71,180</u>	<u>72,695</u>	<u>74,213</u>	<u>75,827</u>
<u>8</u>	<u>60,876</u>	<u>68,334</u>	<u>70,789</u>	<u>72,945</u>	<u>74,509</u>	<u>76,014</u>	<u>77,598</u>	<u>79,182</u>
<u>9</u>	<u>63,362</u>	<u>71,512</u>	<u>73,717</u>	<u>76,201</u>	<u>77,862</u>	<u>79,517</u>	<u>81,170</u>	<u>82,828</u>
<u>10</u>	<u>66,228</u>	<u>74,694</u>	<u>77,178</u>	<u>79,767</u>	<u>81,494</u>	<u>83,224</u>	<u>84,848</u>	<u>86,574</u>
<u>11</u>	<u>69,788</u>	<u>78,833</u>	<u>81,364</u>	<u>84,110</u>	<u>85,939</u>	<u>87,769</u>	<u>89,595</u>	<u>91,422</u>
<u>12</u>	<u>72,361</u>	<u>81,818</u>	<u>84,559</u>	<u>87,412</u>	<u>89,314</u>	<u>91,218</u>	<u>93,115</u>	<u>95,012</u>
<u>13</u>	<u>76,301</u>	<u>86,343</u>	<u>89,353</u>	<u>92,368</u>	<u>94,374</u>	<u>96,385</u>	<u>98,391</u>	<u>100,397</u>
<u>14</u>	<u>78,741</u>	<u>88,898</u>	<u>91,941</u>	<u>94,991</u>	<u>97,021</u>	<u>99,054</u>	<u>101,084</u>	<u>103,112</u>
<u>15</u>	<u>85,398</u>	<u>96,062</u>	<u>99,256</u>	<u>102,458</u>	<u>104,589</u>	<u>106,723</u>	<u>108,853</u>	<u>110,981</u>
<u>16</u>	<u>86,235</u>	<u>97,003</u>	<u>100,229</u>	<u>103,462</u>	<u>105,614</u>	<u>107,768</u>	<u>109,920</u>	<u>112,069</u>
<u>17</u>	<u>87,926</u>	<u>98,905</u>	<u>102,195</u>	<u>105,490</u>	<u>107,685</u>	<u>109,881</u>	<u>112,076</u>	<u>114,267</u>

Effective July 1, ~~2023, teachers who are not at maximum step placement and are eligible for step advancement shall move up one step on the schedule from their 2022-23 step placement.~~ 2026, bargaining unit members not at maximum shall advance one step. If a bargaining unit member is hired after the 94<sup>th</sup> day of the school year, there shall be no step movement until the beginning of the second school year.



Teachers with twenty-five (25) or more years of teaching service in Hartford shall receive longevity payment of \$1,000 during the 2026-27 school year.

**2024-2025 Salary Schedule**

Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1									
2									
3	47,464		51,761	53,980	56,198	57,676	59,156	60,633	62,117
4	48,877		53,468	55,636	57,807	59,249	60,696	62,139	63,826
5	51,177		56,508	58,683	60,859	62,303	63,753	65,202	66,843
6	53,482		59,549	61,731	63,909	65,360	66,813	68,265	69,863
7	55,784		62,593	64,780	66,962	68,416	69,873	71,331	72,882
8	58,512		65,680	68,040	70,113	71,616	73,063	74,584	76,107
9	60,902		68,735	70,855	73,242	74,838	76,429	78,018	79,612
10	63,656	66,380	71,793	74,181	76,670	78,329	79,992	81,553	83,212
11	67,078	70,298	75,772	78,205	80,844	82,602	84,361	86,116	87,872
12	69,551	73,058	78,641	81,275	84,018	85,846	87,675	89,499	91,323
13	73,338	77,199	82,990	85,883	88,781	90,710	92,642	94,571	96,498
14	75,683	79,589	85,446	88,371	91,302	93,254	95,208	97,159	99,108
15	82,082	86,182	92,331	95,402	98,479	100,527	102,578	104,626	106,672

**2027-2028 Salary Schedule**

Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
<u>1</u>								
<u>2</u>								
<u>3</u>								
<u>4</u>								
<u>5</u>								
<u>6</u>	<u>56,756</u>	<u>63,194</u>	<u>65,510</u>	<u>67,821</u>	<u>69,360</u>	<u>70,902</u>	<u>72,443</u>	<u>74,139</u>
<u>7</u>	<u>59,199</u>	<u>66,424</u>	<u>68,746</u>	<u>71,060</u>	<u>72,604</u>	<u>74,149</u>	<u>75,697</u>	<u>77,344</u>
<u>8</u>	<u>62,094</u>	<u>69,701</u>	<u>72,205</u>	<u>74,404</u>	<u>75,999</u>	<u>77,534</u>	<u>79,150</u>	<u>80,766</u>
<u>9</u>	<u>64,629</u>	<u>72,942</u>	<u>75,191</u>	<u>77,725</u>	<u>79,419</u>	<u>81,107</u>	<u>82,793</u>	<u>84,485</u>
<u>10</u>	<u>67,553</u>	<u>76,188</u>	<u>78,722</u>	<u>81,362</u>	<u>83,124</u>	<u>84,888</u>	<u>86,545</u>	<u>88,305</u>
<u>11</u>	<u>71,184</u>	<u>80,410</u>	<u>82,991</u>	<u>85,792</u>	<u>87,658</u>	<u>89,524</u>	<u>91,387</u>	<u>93,250</u>
<u>12</u>	<u>73,808</u>	<u>83,454</u>	<u>86,250</u>	<u>89,160</u>	<u>91,100</u>	<u>93,042</u>	<u>94,977</u>	<u>96,912</u>
<u>13</u>	<u>77,827</u>	<u>88,070</u>	<u>91,140</u>	<u>94,215</u>	<u>96,261</u>	<u>98,313</u>	<u>100,359</u>	<u>102,405</u>
<u>14</u>	<u>80,316</u>	<u>90,676</u>	<u>93,780</u>	<u>96,891</u>	<u>98,961</u>	<u>101,035</u>	<u>103,106</u>	<u>105,174</u>
<u>15</u>	<u>87,106</u>	<u>97,983</u>	<u>101,241</u>	<u>104,507</u>	<u>106,681</u>	<u>108,857</u>	<u>111,030</u>	<u>113,201</u>
<u>16</u>	<u>87,960</u>	<u>98,943</u>	<u>102,234</u>	<u>105,531</u>	<u>107,726</u>	<u>109,923</u>	<u>112,118</u>	<u>114,310</u>
<u>17</u>	<u>89,685</u>	<u>100,883</u>	<u>104,239</u>	<u>107,600</u>	<u>109,839</u>	<u>112,079</u>	<u>114,318</u>	<u>116,552</u>
<u>18</u>	<u>91,443</u>	<u>102,861</u>	<u>106,283</u>	<u>109,710</u>	<u>111,992</u>	<u>114,276</u>	<u>116,559</u>	<u>118,838</u>

Effective July 1, 2024, teachers who are not at maximum step placement and are eligible for step advancement shall move up one step on the schedule from their 2023-24 step placement. 2027, bargaining unit members not at

maximum shall advance one step. If a bargaining unit member is hired after the 94<sup>th</sup> day of the school year, there shall be no step movement until the beginning of the second school year.

Teachers with twenty-five (25) or more years of teaching service in Hartford shall receive longevity payment of \$1,000 during the 2027-28 school year.

1. MA + 15: 15 graduate credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2011 shall be eligible to be paid on this salary lane.
2. MA + 45: 45 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
3. MA + 75: 75 college credits beyond the MA Degree. Only teachers on this salary lane as of July 1, 2007 shall be eligible to be paid on this salary lane.
4. MA + 90: The MA + 90 is not applicable to new hires whose teaching duties commence after June 30, 1989. Such new employees shall advance to the Doctorate level only upon earning a Ph.D, Ed.D., M.D. or J.D. degree awarded by an accredited college or university.

[Link-to-previous setting changed from on in original to off in modified.]

**APPENDIX B - EXTRA PAY FOR EXTRA DUTY**

~~2022-2025~~2025-2028

I. Coaching and Physical Education

<u>Assignment</u>	<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<u>Football</u>	=	=	=	=
=	<u>Varsity</u>	<u>6,100</u>	<u>7,300</u>	<u>8,400</u>
=	<u>Asst. Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Junior Varsity</u>	<u>3,400</u>	<u>3,800</u>	<u>4,200</u>
=	<u>Freshmen</u>	<u>3,400</u>	<u>3,800</u>	<u>4,200</u>
=	<u>Asst. Freshmen</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	=	=	=	=
<u>Flag Football</u>	<u>Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Asst. Varsity</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>JV</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Soccer</u>	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Freshmen</u>	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Cross Country</u>	=	=	=	=
=	<u>Varsity</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Asst. Varsity</u>	<u>2,300</u>	<u>2,700</u>	<u>3,000</u>
=	<u>Junior Varsity</u>	<u>2,300</u>	<u>2,700</u>	<u>3,000</u>
=	<u>Developmental</u>	<u>2,300</u>	<u>2,700</u>	<u>3,000</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Basketball</u>	=	=	=	=
=	<u>Varsity</u>	<u>6,100</u>	<u>7,300</u>	<u>8,400</u>
=	<u>Asst. Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Junior Varsity</u>	<u>4,200</u>	<u>4,800</u>	<u>5,300</u>
=	<u>Freshmen</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>

[Link-to-previous setting changed from on in original to off in modified.]

<u>Assignment</u>	<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Swimming</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Wrestling</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Gymnastics</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	=	=	=	=
<u>Volleyball</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Freshmen</u>	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Baseball</u>	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Freshmen</u>	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Indoor Track</u>	=	=	=	=

[Link-to-previous setting changed from on in original to off in modified.]

<u>Assignment</u>	<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Softball</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Freshmen</u>	<u>2,700</u>	<u>3,100</u>	<u>3,600</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Track &amp; Field</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Asst. Developmental</u>	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Golf</u>	=	=	=	=
=	<u>Varsity</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Asst. Varsity</u>	<u>2,300</u>	<u>2,700</u>	<u>3,000</u>
=	<u>Developmental</u>	<u>1,900</u>	<u>2,300</u>	<u>2,700</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Tennis</u>	=	=	=	=
=	<u>Varsity</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Asst. Varsity</u>	<u>2,300</u>	<u>2,700</u>	<u>3,000</u>
=	<u>Junior Varsity</u>	<u>2,300</u>	<u>2,700</u>	<u>3,000</u>
=	<u>Developmental</u>	<u>1,900</u>	<u>2,300</u>	<u>2,700</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Cheerleading</u>	=	=	=	=
=	<u>Per Season H &amp; A</u>	<u>3,400</u>	<u>3,800</u>	<u>4,200</u>

[Link-to-previous setting changed from on in original to off in modified.]

<u>Assignment</u>	<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
=	<u>Per Season H only</u>	<u>1,700</u>	<u>1,900</u>	<u>2,100</u>
=	=	=	=	=
=	<u>Per Season H boys and girls</u>	<u>3,400</u>	<u>3,800</u>	<u>4,200</u>
=	<u>Per Season H boys or girls</u>	<u>1,700</u>	<u>1,900</u>	<u>2,100</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Lacrosse</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Freshmen</u>	<u>2,900</u>	<u>3,200</u>	<u>3,600</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Field Hockey</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Asst. Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Junior Varsity</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	<u>Freshmen</u>	<u>2,900</u>	<u>3,200</u>	<u>3,600</u>
=	<u>Developmental</u>	<u>2,700</u>	<u>3,000</u>	<u>3,400</u>
=	<u>Middle School</u>	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
<u>Elem. Intramural Sport</u>	=	<u>1,500</u>	<u>1,900</u>	<u>2,300</u>
=	=	=	=	=
=	=	=	=	=
<u>Dance/Drill Team</u>	=	=	=	=
=	<u>Varsity</u>	<u>4,200</u>	<u>5,000</u>	<u>5,700</u>
=	<u>Developmental</u>	<u>3,100</u>	<u>3,400</u>	<u>3,800</u>
=	=	=	=	=
<u>Facility Manager/AD</u>	=	<u>Stipend amount equal to highest coaching stipend among the sports offered for that season by the school</u>		
<u>Robotics</u>	=	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>
<u>E-Sports</u>	=	<u>2,700</u>	<u>3,100</u>	<u>3,400</u>

Assignment

Step 1

Step 2

Step 3

Football:-

[Link-to-previous setting changed from on in original to off in modified.]

Varsity	6,100	7,300	8,400
Asst. Varsity	4,200	5,000	5,700
Junior Varsity	3,400	3,800	4,200
Freshman	3,400	3,800	4,200
Asst. Freshman	3,100	3,400	3,800
<b>Soccer:</b>			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	2,700	3,000	3,400
<b>Cross Country:</b>			
Varsity	2,700	3,000	3,400
Asst. Varsity	2,300	2,700	3,000
Developmental	2,300	2,700	3,000
<b>Basketball:</b>			
Varsity	6,100	7,300	8,400
Junior Varsity	4,200	4,800	5,300
Freshman	3,100	3,400	3,800
<b>Swimming</b>			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
<b>Wrestling</b>			
Varsity	4,200	5,000	5,700
Asst. Varsity	3,100	3,400	3,800
Developmental	3,100	3,400	3,800
<b>Gymnastics:</b>			
	4,200	5,000	5,700
Developmental	3,100	3,400	3,800
<b>Assignment</b>			
	Step 1	Step 2	Step 3
Volleyball:	4,200	5,000	5,700
Junior Varsity	3,100	3,400	3,800
<b>Baseball:</b>			
Varsity	4,200	5,000	5,700



[Link-to-previous setting changed from on in original to off in modified.]

<del>Junior Varsity</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Freshman</del>	<del>2,700</del>	<del>3,100</del>	<del>3,400</del>
<del>Indoor Track:</del>			
<del>Varsity</del>	<del>4,200</del>	<del>5,000</del>	<del>5,700</del>
<del>Developmental</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Softball:</del>			
<del>Varsity</del>	<del>4,200</del>	<del>5,000</del>	<del>5,700</del>
<del>Junior Varsity</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Freshman</del>	<del>2,700</del>	<del>3,100</del>	<del>3,400</del>
<del>Developmental</del>	<del>2,300</del>	<del>2,700</del>	<del>3,100</del>
<del>Track:</del>			
<del>Varsity</del>	<del>4,200</del>	<del>5,000</del>	<del>5,700</del>
<del>Asst. Varsity</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Developmental</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Asst. Developmental</del>	<del>2,700</del>	<del>3,100</del>	<del>3,400</del>
<del>Golf:</del>			
<del>Varsity</del>	<del>2,700</del>	<del>3,100</del>	<del>3,400</del>
<del>Developmental</del>	<del>1,900</del>	<del>2,300</del>	<del>2,700</del>
<del>Tennis:</del>			
<del>Varsity</del>	<del>2,700</del>	<del>3,100</del>	<del>3,400</del>
<del>Developmental</del>	<del>1,900</del>	<del>2,300</del>	<del>2,700</del>
<del>Cheerleading</del>	<del>3,400</del>	<del>3,800</del>	<del>4,200</del>
<del>Elem. Intramural Sport</del>	<del>1,500</del>	<del>1,900</del>	<del>2,300</del>
<del>Chairperson, Elem. Basketball</del>	<del>1,100</del>	<del>1,300</del>	<del>1,500</del>
<del>Assignment</del>	<del>Step 1</del>	<del>Step 2</del>	<del>Step 3</del>
<del>Synchronized Swimming*:</del>			
<del>Developmental</del>	<del>4,200</del>	<del>5,000</del>	<del>5,700</del>
<del>Developmental</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Dance*</del>			
<del>Developmental</del>	<del>4,200</del>	<del>5,000</del>	<del>5,700</del>
<del>Developmental</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
<del>Pool Director</del>	<del>2,700</del>	<del>3,100</del>	<del>3,400</del>

*[Link-to-previous setting changed from on in original to off in modified.]*

Facility Manager	10,000	10,700	11,500
Lacrosse:			
<del>Varsity</del>	<del>4,200</del>	<del>5,000</del>	<del>5,700</del>
<del>Assistant Varsity</del>	<del>3,100</del>	<del>3,400</del>	<del>3,800</del>
Field Hockey	2,700	3,100	3,400
A. Extra Class:	4,200	4,600	5,000

~~All teachers who coach less than 8 hours per week~~

\*Activity and Level must have approval of Principal and Coordinator of Physical Education and Athletics.

**HARTFORD BOARD OF EDUCATION  
EXTRA CURRICULAR PAY**

~~2022-2025~~2025-2028

**II. Club Activities**

Class I: 10 to 19 hours a semester	\$196.00
Class II: 20 to 29 hours a semester	\$336.00
Class III: 30 hours and over a semester	\$476.00

**III. Method of Pay for Intramurals-**

FALL (Second Monday after School Starts through November 30)

Step 1	Step 2	Step 3
1,204	1,311	1,422

WINTER (December 1 through February 28)

Step 1	Step 2	Step 3
1,204	1,311	1,422

SPRING (March 1 through June 15)

Step 1	Step 2	Step 3
1,603	1,750	1,894

**II. ~~IV.~~ Other**

All other extracurricular activities, in which a teacher is supervising students in activities beyond the scope of the regular school day, including but not limited to the activities listed ~~in the 2005-2008 Appendix B, II, A & B, which is supervised by a member, and below~~ which are approved in advance by the Principal, shall be paid at the extra pay extra duty rate listed in Appendix D. Payment shall be made up to the specified number of hours approved in advance. Nothing herein shall prevent a member from making a request for additional hours and nothing herein shall require a Principal to approve any such request for additional hours.

<u>Accompanist</u>	<u>Band</u>
<u>Choir/Glee Club</u>	<u>Class Advisor</u>
<u>Clubs</u>	<u>Drama</u>
<u>Intramural Sports</u>	<u>Junior Red Cross</u>
<u>Magazine</u>	<u>Model UN</u>
<u>Newspaper</u>	<u>Orchestra</u>
<u>Prom Advisor</u>	<u>Safety Patrol</u>
<u>Student Council</u>	<u>Technology Assistants</u>

<u>Yearbook Advisor</u>	
-------------------------	--

III. ~~V.~~ Pay Schedule for Voluntary Supervisors at Athletic Events

Supervision and other ancillary activities at athletic contests is the unit work of the Hartford Federation of Teachers Union. The opportunities for such voluntary employment will be made known at each school at which the contest is scheduled. Preference will be given to the unit members for the assignment of said work.

It is understood and agreed that the Hartford Board of Education is free to obtain other persons if sufficient qualified unit members are not available.

<u>Football:</u>	<u>Per game</u>
<u>Ticket Seller</u>	<u>\$75</u>
<u>Home sideline/crowd control</u>	<u>\$50</u>
<u>Away sideline/crowd control</u>	<u>\$50</u>
<u>Announcer</u>	<u>\$75</u>
<u>Bench supervisor</u>	<u>\$50</u>
<u>Videographer</u>	<u>\$50</u>
<u>Game Supervisor: runs event and must be present start to finish:</u>	<u>=</u>
<u>Varsity</u>	<u>\$150</u>
<u>JV</u>	<u>\$100</u>
<u>Freshman</u>	<u>\$100</u>
<u>=</u>	<u>=</u>
<u>Team sports</u>	
<u>i.e.(Basketball/Volleyball/Soccer/Baseball/Softball/Wrestling)</u>	<u>=</u>
<u>Ticket Seller F/JV/V</u>	<u>\$100</u>
<u>Ticket Seller JV/V</u>	<u>\$75</u>
<u>Ticket Seller V</u>	<u>\$50</u>
<u>Announcer (play by play)</u>	<u>\$75</u>
<u>Bench/bleacher supervisor</u>	<u>\$50</u>
<u>Clock operator &amp; Score keeper:</u>	<u>=</u>
<u>F, JV &amp; V</u>	<u>\$130</u>
<u>JV &amp; V</u>	<u>\$100</u>
<u>V only</u>	<u>\$50</u>
<u>JV only</u>	<u>\$40</u>
<u>Freshman only</u>	<u>\$40</u>
<u>Videographer</u>	<u>\$50</u>
<u>Game Supervisor: runs event and must be present start to finish:</u>	<u>=</u>
<u>F, JV &amp; V</u>	<u>\$150</u>
<u>JV&amp;V</u>	<u>\$125</u>
<u>Varsity</u>	<u>\$70</u>
<u>JV</u>	<u>\$40</u>

<u>Freshman</u>	<u>\$40</u>
-	-
<u>Indoor track/Outdoor track</u>	<u>Per meet</u>
<u>Field workers</u>	<u>\$75</u>
<u>Track starter</u>	<u>\$125</u>
<u>Meet Supervisor: runs event and must be present start to finish:</u>	<u>\$150</u>
-	-
<u>Cross Country</u>	<u>Per game</u>
<u>XC timer</u>	<u>\$50</u>
<u>XC meet director</u>	<u>\$75</u>
<u>Field worker (course supervision)</u>	<u>\$50</u>
<u>Meet Supervisor: runs event and must be present start to finish:</u>	<u>\$75</u>
-	-
<u>Swimming</u>	<u>Per meet</u>
<u>Scorer/electronic timing operator</u>	<u>\$50</u>
<u>Meet Supervisor: runs event and must be present start to finish:</u>	<u>\$100</u>

Varsity Football

Supervisor, Ticket Taker, Bench Supervisor, Linesman Assistant \$33.50

Varsity Football

Ticket Seller, Movie Photographer, PA Announcer, Scoreboard Operator \$37.00

Varsity Football

Bench Supervisor and Movie Photographer. Outside City \$38.50

JV and Freshman Football

Supervisor \$24.00

Varsity Basketball

Supervisor, Ticket Takers-  
 2 Games Night \$33.50  
 1 Game Night \$29.00  
 2 Games Day \$29.00  
 1 Game Day \$26.50

Varsity Basketball

PA Announcer, Scoreboard Operator, Timer, Scorer, Ticket Seller, Movie Photographer  
 2 Games Night \$37.00  
 1 Game Night \$32.50  
 2 Games Day \$32.50  
 1 Game Day \$30.00

Varsity Basketball Games (Away)

Scorer, Supervisor  
 2 Games Night \$38.50  
 1 Game Night \$33.50

<del>2 Games Day</del>	<del>\$33.50</del>
<del>1 Game Day</del>	<del>\$31.00</del>
<del>Badminton, Volleyball, Freshman Basketball (1 game), Girls Basketball (1 game)</del>	<del>\$17.00</del>
<del>Supervisor</del>	<del>\$20.50</del>
<del>JV Soccer, Swimming, Volleyball, Indoor Track, Wrestling, Softball</del>	
<del>Supervisor</del>	<del>\$20.50</del>
<del>Girls Basketball (2 games)</del>	
<del>Supervisor, Ticket Taker</del>	<del>\$24.00</del>
<del>Scorer, Timer, Ticket Seller</del>	<del>\$26.50</del>
<del>Gymnastics, Basketball—Varsity and JV, Varsity Soccer</del>	
<del>Scorer, Timer, Supervisor, Bench Supervisor</del>	
<del>In City</del>	<del>\$24.00</del>
<del>Outside City</del>	<del>\$26.50</del>

**APPENDIX C - SPECIAL EDUCATION  
CLASS SIZE LIMITATIONS**

*THE PARTIES AGREE TO REFER APPENDIX C TO A SUBCOMMITTEE FOR DISCUSSION.*

The parties agree that until and unless the subcommittee agrees to new language, the language below shall be in effect. However, the parties also understand and agree that if the Board creates new special education classes, that fall outside of the class size categories contained herein, the creation of such classes shall be made part of the subcommittee’s discussion, and shall not be subject to arbitration. Further, nothing contained in Appendix C shall require the Board to create or maintain categories, classes or programs as they are described herein. The creation of classes shall be done in conformity with applicable law and based on the individual educational needs of each student.

Final class sizes for special education students shall be determined in accordance with the requirements of state and federal law. A special education class may vary somewhat in degrees of handicapping conditions. The number and nature of the children in a special class will be assigned to attempt to ensure adequate and effective instruction of all the children in the class.

The following list reflects the classes, programs and categories presently operated by the Hartford Public Schools and the guidelines for class size limitations for the life of this Agreement.

CATEGORY	GRADE	NUMBER OF STUDENTS
Autism	K-12	8 +2 with paraprofessional
Cross-categorical full-time	PK; half-day a.m. or p.m. sessions	7
Cross-categorical full-time	K	10
Cross-categorical full-time	1-3	11
Cross-categorical full-time	4-8	11
RISE	K-12	8 with two paraprofessionals
Inclusion	All levels	11
Intellectually Disabled	K-3	8
Intellectually Disabled	4-8	10 + 1
Intellectually Disabled	9-12	10 + 2
Multiply Handicapped	PK-12	6
STEP	Ages 18-22	8 + 2
TOPS	Middle School	10
Cross-Categorical Resource	PK	20 +3

CATEGORY	GRADE	NUMBER OF STUDENTS
Cross-Categorical Resource	K-12	25
Language, Speech and Hearing	PK	35 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule at the elementary school; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	K-3	40 Students or a minimum of the equivalent of 25 periods per week based on the 7 period day schedule; (plus minimum of 5 student evaluations per week)
Language, Speech and Hearing	4-12	40 Students or a minimum 25 periods per week of service based on 7 period day schedule, whichever is greater

Notes:

1. A mandated student is a student who has a valid IEP.
2. A mandated student is counted as being assigned to a given teacher if the teacher is providing special education or related services to the student.
3. Special education class size will be subject to annual leveling no later that October 14<sup>th</sup> of each school year.
4. “Additional students” may be assigned to a particular class, program or category after consultation with the receiving teacher, and after taking into the account the factors listed in Section 10-76d(5) of the Regulations of Connecticut State Agencies, which states “The number and age range of children with disabilities assigned to a class shall be such that the specifications of each child’s individualized education program can be met.”
5. If the Board exercises its unilateral right to alter the scheduling of the student day, the parties shall bargain the impact of such change in this section, including the minimum number of periods per day and per week.



## APPENDIX D - SALARY FOR CERTAIN EXTRA PAY POSITIONS

~~2022-2025~~2025-2028

The extra pay rate applies to the following positions: Adult School, Home Instruction, Extra Pay/Extra Duty, Emergency Classroom Coverage, Unassigned Period

Summer School Rate: \$~~40~~43 per hour 2025-26; \$44 per hour 2026-27; \$45 per hour 2027-28.

Extra Duty/Extra Pay Rate: \$~~40~~43 per hour 2025-26; \$44 per hour 2026-27; \$45 per hour 2027-28.

## APPENDIX E - MISCELLANEOUS

### 1. Differentials

~~No member shall receive pro-rata pay for an extended school day or an extended school year and a differential simultaneously.~~ Effective July 1, 2013, teachers working an extended day (8 hours) will be paid a 6.7% differential. Effective July 1, 2013, teachers working both an extended year and an extended day will receive a 22.7% differential (8 hour day during extended year). ~~In schools that have the traditional schedule, under a seven-period day high school teachers asked to teach an additional period will receive one-seventh of their per diem rate. Under a six-period day, the rate would be~~ Teachers who take on an extra class shall be paid one-sixth of their per diem rate for the duration of the class. Teachers who work the eleven-month extended work year shall work an additional twenty-five (25) work days.

### 2. Mileage

The mileage reimbursement rate for teachers shall be the same as that provided non-bargaining unit employees.

3. The Hartford Federation of Teachers will be notified in the event a termination letter is sent to a teacher.

4. Teachers wishing to receive a stamped copy of any document brought to the Department of Human Resources for their personnel file should provide a duplicate copy which the Department of Human Resources will stamp and return to them.

5. New teachers will not be placed on a step higher than present Hartford teachers. (Subject to the provisions of Article V.)

### 6. Hartford Adult School Teachers

Hartford Adult School teachers who teach classes for which certification is required and are certified are recognized by the parties as being included in the teachers' bargaining unit. If there exists a conflict between this provision and Article I, Union Recognition, Article I and applicable law shall supersede this provision.

It is understood that Adult School teachers who are scheduled to teach classes for which certification is required for at least 15.5 hours or more per week will be considered rostered and shall be paid according to the teachers' salary schedule. If a member is clearly hired to teach 15.5 hours or more per week of classes, for which certification is required, and does teach such hours, then he/she be treated as rostered at the start of the assignment.

Adult School teachers who are scheduled to teach classes for which certification is required for less than 15.5 hours per week will be considered to be in non-rostered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. Where possible, these positions shall be combined to meet the standard of hours per week to make them rostered. All positions in special Adult School programs that- are scheduled for ten

(10) weeks or less shall be considered Board-Created Opportunities and shall be paid according to Appendix D of the Agreement. It is understood that Adult School teachers employed less than 15.5 hours will not be entitled to any greater rights and privileges and benefits than previously enjoyed. At the conclusion of the school year, where an Adult School teacher is not initially rostered, but teaches at least 15.5 hours per week of classes for which certification is required, he/she shall be treated as rostered for purposes of seniority and shall receive step movement, where appropriate. Further, he or she, for all purposes, shall be treated as rostered from that point forward, if he/she maintains the 15.5 hour minimum weekly. To determine whether an Adult School teacher meets the 15.5 hour requirement, the weekly hours shall be determined on a weekly average over the course of an entire school year.

Adult School positions with a scheduled starting time of 3:00 p.m. shall be considered annual positions and shall be posted annually in June or individually during the school year according to Article VIII, Section C.1. of the Agreement.

Adult School positions with a scheduled starting time prior to 3:00 p.m. shall be considered rostered if they meet the standard and shall be posted according to Article VIII, Section A.1. of the Agreement when they are created or become vacant.

It is further understood that Adult School teachers will be given the appropriate differentials for extended school day and/or year when assigned.

7. Distance Learning

No existing bargaining unit member shall be permanently replaced as a result of a distance learning program.

**APPENDIX F - LONGEVITY AND SEVERANCE**

**A. Longevity**

Teachers employed prior to the 1999-2000 school year who meet the service requirements, in active service (on payroll) or on paid sick leave shall accrue a longevity payment, one-half in January and one-half in July payable only in July according to the number of service years an employee will have served by June 30 of the school year in question. After completing ten (10) years of service in the Hartford Public Schools, teachers shall receive \$100 per year for each year of service.

10 years = \$100	18 years = \$ 900	26 years = \$1,700
11 years = \$200	19 years = \$1,000	27 years = \$1,800
12 years = \$300	20 years = \$1,100	28 years = \$1,900
13 years = \$400	21 years = \$1,200	29 years = \$2,000
14 years = \$500	22 years = \$1,300	30 years = \$2,100
15 years = \$600	23 years = \$1,400	31 years = \$2,200
16 years = \$700	24 years = \$1,500	32 years = \$2,300
17 years = \$800	25 years = \$1,600	33 years = \$2,400
		34 & up = \$2,500

Longevity payments will continue for unit members hired prior to July 1, 1999, except that the annual payment will only be issued to unit members receiving a satisfactory or better evaluation based on a definition of satisfactory to be agreed on after the pilot period of the evaluation instrument is completed.

Temporary teacher or long-term substitute experience in Hartford and military service to a maximum of four years incurred after appointment in Hartford are recognized. Fractions of a school year (less than 180 days) are not counted and may not be accumulated.

**B. Severance Pay**

Employees hired before July 1, 1995 shall be eligible for the following:

1. Upon the death of an employee or upon retirement, under the State pension plan, an employee or the employee’s beneficiary shall be entitled to severance pay at the rate of one day’s pay for each “full” day of accumulated sick leave credited to the employee at the time of termination in excess of 45 “full” days up to a maximum of 30 days’ severance pay. If an employee is absent due to any extended illness during his/her final school year of service, the 45-day minimum accumulation requirement shall be reduced by one day for each day of such extended illness until the reserve of accumulated sick leave has been exhausted. An extended illness for the purpose of this clause shall be defined as one requiring absence of 15 or more consecutive days. Teachers in the system who were hired before July 1, 1995 may, in the alternative, elect to be paid under the formula set forth in Subsection 2.
2. Upon the death of an employee or upon retirement under the State pension plan, an employee, or his/her beneficiary, shall be entitled to severance pay at the rate of

one day's pay at the employee's current daily rate times the product of the total unused accumulated sick days multiplied by a factor of 30%. The daily rate would be determined by dividing the teacher's annual salary by 180.

3. In order to receive severance pay on the date of retirement or the first payroll date thereafter, employees who plan to retire from April 1 through June 30 of any year must give at least 180 calendar days' prior notice of their definite intention to retire. Employees who plan to retire at any other time of the year must give at least ninety (90) calendar days' notice. These notice requirements shall not be applicable to employees who die or become physically disabled in such a way as to force their retirement. In the event that an employee, subject to these notice requirements, fails to comply with said notice requirements, severance pay shall be paid within 180 days after the day of notice of retirement.
4. An eligible teacher who terminates or whose employment is terminated for any reason other than death or retirement shall have no right to compensation for unused sick leave.

**SIDE LETTER OF AGREEMENT**

In the recently-concluded negotiations, the Hartford Board of Education (the Board) and the Hartford Federation of Teachers (HT) agreed as follows:

1. The parties will discuss ways to provide a secure location for teacher possessions.

HARTFORD BOARD OF  
EDUCATION

HARTFORD FEDERATION OF  
TEACHERS

By \_\_\_\_\_  
Date

By \_\_\_\_\_  
Date

(Added graphics)

0 403 1010  
HUMAN RESOURCES

HART. FED. TEACHERS  
000-100-0424 >> 4431810

4000  
P 270

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF TEACHERS  
LOCAL 1018, AFT, AFL-CIO**

This Memorandum of Understanding is made by and between the Hartford Board of Education (the "Board") and the Hartford Federation of Teachers ("HFT").

Now, therefore, the HFT and the Board (the "Parties") agree to the following:

1. The Parties agree that for all purposes certain positions are school based and other positions are program/department based. This distinction is meaningful under Article VIII - Opportunities and Assignments (e.g. for purposes of determining whether a position change is considered a change in assignment or a transfer and in determining a teacher's rights if there is a loss of a position in a school or program).
2. The Parties agree to the list attached, which summarizes types of positions and labels them as either school based or program based.
3. The Parties recognize that the attached list may not be exhaustive and positions, either school or program based, may be created in the future.
4. The attached list shall become effective upon execution. The list shall not impact any assignments/transfers made prior to the date of execution of this Agreement.

FOR THE HARTFORD BOARD  
OF EDUCATION:

BY: *Bill Kusler-Hofm*

Date March 24, 2005

FOR THE HARTFORD FEDERATION  
OF TEACHERS:

BY: *[Signature]*

Date Feb. 16, 2005



(Added graphics)

STATE OF CALIFORNIA FAX 800 803 1910  
 COUNTY OF LOS ANGELES HUMAN RESOURCES

HART, PHO. (818) 900-6000  
 COUNTY OF LOS ANGELES 22 49219111

Page 2/3

REVISED 1/27/05

		School Based	Program Based
Adult Education Department	Academic Teacher		X
Alternative Education Department	Academic Teacher		X
Bilingual/Bicultural Departments	Bilingual Teacher, Dual Language Teacher, LTSS Teacher, Resource Teacher, World Language Teacher	X	
	West Indian Teacher, Yeseo Teacher		X
Career Readiness	Business Education Teacher, Computer Education Teacher, Family Consumer Science Teacher, Technology Education Teacher, Skilled Trades Teacher		X
Guidance	Guidance Counselor		X
Curriculum Department	Literacy Facilitator, Early Literacy Facilitator, Early Literacy Teacher, District coaches (math, science, BBST, etc)		X
	Literacy Teacher (priority schools)	X	
Early Childhood	Preschool Teacher		X
Elementary School	Teacher	X	
Health Education Department	Health Educator		X
High School	Academic Teacher	X	
Language, Speech & Hearing	Speech Pathologist		X
Library Media Specialist	Media Specialist		X
Middle School	Academic Teacher	X	
Psychological Services	Psychologist		X
Social Work Services	Social Worker		X
Special Education Support Services	Inclusion Teacher, Resource Teacher, Special Education Teacher <del>(Instructional Support Services)</del>		X
	Art Teacher		X
	Music Teacher Physical Education		X
Any FTE member assigned to Central Office shall be program based, according to Department affiliation			X
HTLA			X



(Added graphics)

---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

Now, therefore, the Board and the HFT agree as follows:

1. The Board and the HFT agree that any Walking School Bus program shall have a safety plan that is drafted by the School Safety Team and approved by the District Safety Team. The School Safety Team shall have at least one teacher as a member of its team. If applicable, the safety plan shall include a provision that teachers may not walk alone or with only students (not all schools implementing a Walking School Bus program intend to utilize teachers to walk with students). The safety plan for each Walking School Bus program will be sent to the Superintendent and the President of the HFT.
2. The Board and the HFT agree that participation by HFT members in any Walking School Bus program shall be on a voluntary basis. The opportunity to volunteer shall be open to all teachers. The Board shall not direct any HFT members to participate in any Walking School Bus program.
3. The Board and the HFT agree that teachers will not lose any prep period as a result of participation in the Walking School Bus program.
4. The Board and the HFT agree that participating or not participating in the Walking School Bus program shall not be used for evaluation purposes.
5. The Board and the HFT agree that HFT members participating in the Walking School Bus program shall be considered, "in the performance of duty," for purposes of Article XII, Section F of the HFT CBA, and, "within the scope of employment or under the direction of the Board," for purposes of Article XII, Section P of the HFT CBA.
6. The Board and the HFT agree that this Agreement shall apply to all schools that implement a Walking School Bus program. This Agreement shall remain in effect until June 30, 2025, at which point either party may reopen this Agreement for negotiation upon notice to the other party.
7. The Board and the HFT agree that this Agreement is not intended to supersede or conflict with the HFT CBA. If any provision contained in this Agreement conflicts with any provision of the HFT CBA, the HFT CBA shall control.
8. The Board and the HFT agree that this Agreement shall not create a practice or set a precedent in any respect.

(Added)

For the Hartford Board of Education:

For the Hartford Federation of Teachers:

By: ~~Thomas J. ...~~

By: Carol A. Hale

Date: 4/24/23

Date: 4/20/23



(Added graphics)

---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

Whereas, the District issued a memorandum on December 15, 2023, regarding Administrative Leaves.

Whereas, the HFT filed a grievance regarding said memorandum and changes regarding administrative leave processes and practices.

Now, therefore, the Board and the HFT agree as follows:

1. When an HFT member is placed on Administrative Leave, the District will allow its management decision on the proposed work duties of the staff member while on leave to be advised/informed by an initial consultation with the HFT.
2. Said consultation shall occur within five (5) business days of said leave.
3. The HFT agrees to withdraw grievance 23-29.
4. Nothing in this agreement shall be construed to conflict with the collective bargaining agreement ("CBA") between the parties. To the extent there is a conflict the CBA controls.
5. The Board and the HFT agree that this agreement shall not create a practice or set a precedent in any respect.

For the Hartford Board of Education:

By: \_\_\_\_\_

Date: 1-8-24

For the Hartford Federation of Teachers:

By: [Signature]

Date: 1/8/24



(Added graphics)

---

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND THE  
HARTFORD FEDERATION OF TEACHERS  
LOCAL 1018, AFT, AFL-CIO**


---

This Memorandum of Understanding is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "Union").

The Board and the Union agree to the following:

1. The Parties agree that for the 2017-2019 school years, the Board shall process payroll for the HFT President, and two designees as if the members were not on an unpaid leave, as they are serving on Union Detached Service for 2017-2019. President must notify Chief Labor and Legal Officer by May 1 of the year of the leave of the members designated by the HFT President.
2. The Union shall provide all gross pay, including any and all payroll taxes, and all funds related to the pay of the members on Union Detached Service for the 2017-2019 school year. The Union understands and agrees that the Board shall not incur any costs or expenses as a consequence of the Union Detached Service payroll processing. All such funds for the year shall be submitted and received by the Board before any payments are processed to the individual members.
3. The Union must submit one-half of the total amount due by July 1 and the second half shall be due by January 1 of each fiscal year. Any final adjustments shall be made in June of that year.
4. The three individuals shall receive pay by direct deposit and shall be issued only electronic notification of the same.
5. The three individuals are eligible to participate in health insurance at the COBRA rate. The Board shall arrange for the contractual employee contribution to be deducted from payroll. The remainder of the COBRA rate for continuation of health insurance shall be paid by the Union. The full cost of health insurance must be paid in advance by the Union to stay enrolled in the health insurance plan, in the two installments referenced above.
6. The Union understands and agrees to pay all fees to the TRB required by law as a consequence of serving on an unpaid Union leave.
7. The Union and the Board understand and agree that the collective bargaining agreement between the parties effective for July 1, 2014, provides for an unpaid leave for Union Detached Service and does not provide for payroll processing by the Board. It also does not provide for processing of health insurance through the Board. The Board's decision to process such payroll, and to take deductions for health insurance, shall not create a practice or set a precedent in any respect.

FOR THE HARTFORD BOARD OF  
EDUCATION:

BY:   
Date: 10-18-2016

FOR THE HARTFORD FEDERATION  
OF TEACHERS

BY:   
Date: OCT 18, 2016

(Added graphics)

---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

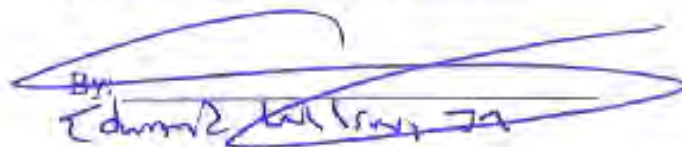
**Whereas**, the HFT under date of February 29, 2024 issued a demand to bargain regarding twilight/home visits and the Academic Intervention Specialist position.

**Whereas**, the HFT and the District have met and discussed the demand.

Now, therefore, the Board and the HFT agree as follows:

1. Employees in the Academic Intervention Specialist Position will not be required to do home visits or twilight visits.
2. The HFT agrees to withdraw its demand to bargain regarding the Academic Intervention Specialist position and its prohibited practice claim (TPP-35358).
3. Nothing in this agreement shall be construed to conflict with the collective bargaining agreement ("CBA") between the parties. To the extent there is a conflict the CBA controls.
4. The SBLR closes TPP-35358.

For the Hartford Board of Education:

By: 

Date: 8-22-24

For the Hartford Federation of Teachers:

By: 

Date: 8-22-24

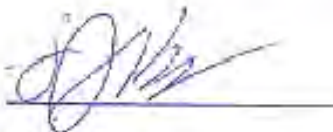


(Added graphics)

Settlement Agreement Between  
Hartford Board of Education  
And  
HFT Local 1018, AFT CT  
TPP-34960

In full and final settlement of the above-noted case, the parties agree as follows:

1. Whereas, in the 2022-2023 school year, assignment to SAT Prep Course at Weaver was considered a duty. Going forward, such assignment will continue to be considered a duty provided the structure of the course does not substantially change from the structure of the course in the 2022-2023 school year.
2. Weaver teachers assigned to such duty will take attendance but will not be required to issue grades for the SAT course;
3. Effective this date, there shall be no disciplinary action taken or negative evaluations made based upon Weaver teachers not submitting grades for the SAT Prep Course conducted during the 2022-2023 school year; and
4. Based upon the above, the Union withdraws TPP – 34960.



HFT/AFT  
By: Lynn Pluck  
Date: 7/19/2023



Edmond  
Hartford Board of Education  
By:  
Date: 7/11/23

(Added graphics)

---

**Agreement Between  
the Hartford Board of Education  
and the  
Hartford Federation of Teachers, Local 1018, AFT, AFL-CIO**

---

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers (hereinafter the "HFT").

Now, therefore, the Board and the HFT agree as follows:

1. The Board and the HFT agree that any Walking School Bus program shall have a safety plan that is drafted by the School Safety Team and approved by the District Safety Team. The School Safety Team shall have at least one teacher as a member of its team. If applicable, the safety plan shall include a provision that teachers may not walk alone or with only students (not all schools implementing a Walking School Bus program intend to utilize teachers to walk with students). The safety plan for each Walking School Bus program will be sent to the Superintendent and the President of the HFT.
2. The Board and the HFT agree that participation by HFT members in any Walking School Bus program shall be on a voluntary basis. The opportunity to volunteer shall be open to all teachers. The Board shall not direct any HFT members to participate in any Walking School Bus program.
3. The Board and the HFT agree that teachers will not lose any prep period as a result of participation in the Walking School Bus program.
4. The Board and the HFT agree that participating or not participating in the Walking School Bus program shall not be used for evaluation purposes.
5. The Board and the HFT agree that HFT members participating in the Walking School Bus program shall be considered, "in the performance of duty," for purposes of Article XII, Section F of the HFT CBA, and, "within the scope of employment or under the direction of the Board," for purposes of Article XII, Section P of the HFT CBA.
6. The Board and the HFT agree that this Agreement shall apply to all schools that implement a Walking School Bus program. This Agreement shall remain in effect until June 30, 2025, at which point either party may reopen this Agreement for negotiation upon notice to the other party.
7. The Board and the HFT agree that this Agreement is not intended to supersede or conflict with the HFT CBA. If any provision contained in this Agreement conflicts with any provision of the HFT CBA, the HFT CBA shall control.
8. The Board and the HFT agree that this Agreement shall not create a practice or set a precedent in any respect.

(Added)

For the Hartford Board of Education:

By:

~~Edward Baker Jr~~

Date:

4/24/23

For the Hartford Federation of Teachers:

By:

Carol A. Gable

Date:

4/20/23

---



(Added graphics)

**AGREEMENT BETWEEN  
THE HARTFORD BOARD OF EDUCATION  
AND HARTFORD FEDERATION OF TEACHERS LOCAL 1018, AFT, AFL-CIO**

This Agreement is made by and between the Hartford Board of Education (hereinafter the "Board") and the Hartford Federation of Teachers, Local 1018, AFT-CIO (hereinafter the "HFT")

Whereas, the Board and HFT agree to the following:

1. The HFT and Board understands that under the CBA, **ARTICLE V – SALARIES, SECTION D. INITIAL SALARY PLACEMENT**

"The initial salary of a teacher is the minimum of the salary class for which the teacher is professionally qualified. Higher placement may be approved by the Superintendent or the Superintendent's designee in his/her discretion. The following is a guideline for the provision of additional credit to teachers new to the district:

1. *Public, private, or collegiate full-time successful teaching experience under appointment.*
  2. *Long-term substitute temporary teacher experience in Hartford.*
  3. *Military service (active duty) to a maximum of four years.*
  4. *Peace Corps, Teacher Corps, AmeriCorps and Vista service to a maximum of two years.*
  5. *Up to three years of relevant private sector experience.*
  6. *In an area in which the Superintendent determines there is a shortage of qualified teachers, the Superintendent may grant up to three steps to inexperienced new hires or new hires with less than five years' experience, provided that such new hires shall not be placed above the fifth step upon hiring. Experienced new hires may be granted one additional step beyond normal placement in an area of shortage."*
2. The Parties agree that any experience outside of a School Social Worker under endorsement (071) has been counted under number 5. Up to three years of relevant private sector experience.
  3. The parties further agree that there is private sector experience for Licensed Clinical Social Workers that more closely align with the needs of school based clinical supports. Therefore, the following job titles under license will be experience comparable to number 1. Public, private, or collegiate full-time teaching experience under appointment.

**LCSW Job Titles:**

Clinician  
Therapist  
Mental health clinician  
Crisis Clinician  
Clinical Supervisor/ Manager/ Director  
Grief Counselor/Clinician  
In-home therapist/clinician

Job descriptions, postings or employer verification will be required for review of Licensed Clinical Social Worker requirement.

NS CAG

(Added)

The Parties agree that providing the opportunity to credit service experience under LCSW full-time service verification shall not create a practice or set a precedent in any respect.

FOR THE HARTFORD BOARD  
OF EDUCATION:

Natasha Banks

By:

Date: 12/23/2022

FOR THE HFT:

Candace Hill

By:

Date: 12/23/22



(Added graphics)

**MEMORANDUM OF UNDERSTANDING  
AND SETTLEMENT AGREEMENT**

This Memorandum of Understanding (MOA) is made and effective as of January 27, 2023 (the "Effective Date"), by and between the Hartford Board of Education (the "Board"), and The Hartford Federation of Teachers Local No. 1018, AFT, AFL-CIO (the "Union").

**RECITALS**

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement for the period from July 1, 2022 through June 30, 2025 (the "Contract"), which remains in effect as of the Effective Date;

WHEREAS, certain classrooms at Bulkeley Highschool are also being utilized as spaces for students to eat lunch in lieu of the cafeteria.

WHEREAS, for the purposes of building safety, security cameras were installed in these certain classrooms/lunch spaces.

WHEREAS, these classrooms are also utilized for regular student instruction throughout the day.

WHEREAS, members of the Union have expressed concern about the recording of staff during instructional periods in these certain classrooms.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The cameras and video recordings at Bulkeley Highschool shall not be utilized for evaluative purposes (to include monitoring teacher's lessons or student instruction).
2. The cameras will not be actively monitored during teacher instruction.
3. To what extent recording of teaching instructional period or classroom activity with students exists, said recording shall not be used or relied upon or used in any performance evaluation.
4. The Board will make the best possible effort to relocate the effected employees at Bulkeley Highschool to other classrooms.
5. The camera placement in this case is temporary and only for the period of time during the building renovation.
6. The Board will not install cameras in any other classrooms in the District without prior notice and upon demand negotiate with the Union.
7. If there is an accusation of egregious conduct in this classroom, such as a physical altercation, the Board may review the tape and shall make arrangements for the HFT President or designee to review it promptly.
8. After review the HFT President or designee may request a review with the Board decision maker
9. It is only for such egregious conduct the video may be reviewed for disciplinary purposes by the Board.

(Added)

10. The Union withdraws TPP-34884.

<del>Edwan D</del>	1-27-23	Carol Hale	1-27-2023
For the Board	Date	For the Union	Date

<b>Summary report:</b>	
<b>Litera Compare for Word 11.9.1.1 Document comparison done on 11/27/2024 12:54:30 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://cloudimanage.com/SG/21765987/1	
<b>Modified DMS:</b> iw://cloudimanage.com/SG/21765987/4	
<b>Changes:</b>	
<u>Add</u>	491
<del>Delete</del>	659
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	9
<del>Table Delete</del>	48
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	14
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>1221</b>

# City of Hartford

FY2025

## Monthly Financial Report to the Municipal Accountability Review Board



October 2024

(FY2025 P4)

*Meeting date: December 19, 2024*

**City of Hartford**  
**Budget and Financial Report**  
**to the Municipal Accountability Review Board**

FY2025 General Fund Summary	1
Revenue and Expenditure Footnotes	2
Revenue Summary - Major Category	3
Tax Collections	4
Expenditure Summary - Departments	5
Expenditure Summary - Major Category	6
Appendix - Full-time payroll	7

City of Hartford - FY2025 General Fund Financial Report & Projection

12/19/2024

Revenue Category	FY2024 UN-AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (OCT)	FY2025 ACTUAL (OCT)	FY2025 PROJECTION	VARIANCE (FAV)/(UNFAV)
41 General Property Taxes <sup>1</sup>	(308,069,591)	(299,433,841)	(299,433,841)	(161,237,614)	(157,598,512)	(299,433,841)	-
42 Licenses & Permits <sup>2</sup>	(13,266,465)	(6,950,743)	(6,950,743)	(4,404,616)	(1,146,010)	(6,950,743)	-
43 Fines Forfeits & Penalties <sup>3</sup>	(98,146)	(113,840)	(113,840)	(30,181)	(48,185)	(113,840)	-
44 Revenue from Money & Property <sup>4</sup>	(11,625,691)	(8,714,259)	(8,714,259)	(3,778,893)	(3,568,654)	(8,714,259)	-
45 Intergovernmental Revenues <sup>5</sup>	(351,721,557)	(298,760,849)	(298,760,849)	(151,270,519)	(147,788,600)	(298,760,849)	-
46 Charges For Services <sup>6</sup>	(4,854,362)	(3,491,416)	(3,491,416)	(1,263,201)	(1,158,550)	(3,491,416)	-
47 Reimbursements <sup>7</sup>	(115,291)	(89,653)	(89,653)	(270)	(18,580)	(89,653)	-
48 Other Revenues <sup>8</sup>	(831,887)	(332,866)	(332,866)	(193,883)	(238,488)	(332,866)	-
53 Other Financing Sources <sup>9</sup>	(5,858,056)	(5,945,500)	(5,945,500)	(701,091)	(676,348)	(5,945,500)	-
<b>Total Revenues<sup>16</sup></b>	<b>(696,441,045)</b>	<b>(623,832,967)</b>	<b>(623,832,967)</b>	<b>(322,880,268)</b>	<b>(312,241,926)</b>	<b>(623,832,967)</b>	<b>-</b>

Expenditure Category	FY2024 UN-AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (OCT)	FY2025 ACTUAL (OCT)	FY2025 PROJECTION	VARIANCE FAV/(UNFAV)
Payroll <sup>10</sup>	127,076,397	138,738,615	138,907,065	39,342,012	40,672,299	140,790,405	(1,883,340)
Benefits <sup>11</sup>	76,834,192	99,936,277	99,936,277	32,575,927	33,876,441	102,176,277	(2,240,000)
Debt & Other Capital <sup>12, 15</sup>	100,220,098	16,380,438	16,380,438	1,892,168	1,954,091	16,380,438	-
Library	9,201,354	9,512,786	9,512,786	3,067,198	3,170,929	9,512,786	-
Metro Hartford Innovation Services	5,075,732	5,555,019	5,555,019	1,691,912	1,851,673	5,555,019	-
Utilities	28,659,087	30,977,006	30,977,006	10,633,036	11,680,276	30,977,006	-
Other Non-Personnel <sup>13</sup>	51,335,999	38,719,552	38,551,102	7,977,177	9,724,795	39,409,594	(858,492)
Education <sup>14</sup>	284,013,274	284,013,274	284,013,274	79,006,518	79,005,518	284,013,274	-
<b>Total Expenditures<sup>16</sup></b>	<b>682,416,133</b>	<b>623,832,967</b>	<b>623,832,967</b>	<b>176,185,949</b>	<b>181,936,021</b>	<b>628,814,799</b>	<b>(4,981,832)</b>

<b>Revenues and Expenditures, Net</b>	<b>(14,024,912)</b>	<b>-</b>	<b>-</b>	<b>(146,694,319)</b>	<b>(130,305,905)</b>	<b>4,981,832</b>	
<b>Use of Assigned Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Projected (Surplus)/Deficit</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,981,832</b>	<b>-</b>



## REVENUE FOOTNOTES

- <sup>1</sup> (1) Cumulative through October FY2025, current year tax levy revenue actuals are 1.18% or \$1.82M higher than through FY2024 Period 4 (October).  
(2) The FY2025 Period 4 amount for prior year levies is shown as a net expense (instead of revenue) reflecting credit adjustments due to tax appeals and court stipulations.  
(3) Interest and liens collections actuals through October FY2025 are 26% or \$0.63M lower than actuals through October FY2024.
- <sup>2</sup> The Licenses and Permits revenue category is primarily comprised of building, electrical, mechanical, plumbing permits, and food and milk dealer licenses. This revenue category's actuals are tracking unfavorably by 74% or \$3.26M compared to the FY2024 cumulative through October due to lower permit activity.
- <sup>3</sup> The Fines, Forfeits and Penalties revenue line item includes revenues from false alarms fines.
- <sup>4</sup> Revenue from Money and Property contains lease/rental and short-term investment income. FY2025 actuals are tracking 6% or \$0.21M lower than October FY2024 due to lower interest revenue.
- <sup>5</sup> Intergovernmental Revenues reflect the receipts of Education Cost Sharing, Supplemental Car Tax and PILOT revenues from the State. October FY2025 actuals are 2.30% or \$3.48M lower than October FY2024 actuals, due to a \$4.54M supplement to the Municipal Revenue Sharing Grant that was received in FY2024 but not in FY2025.
- <sup>6</sup> Charges for Services contains revenues associated with the conveyance tax, transcript/filing of records, and special events. This revenue line item varies each year with historical actuals ranging from \$2.8M to \$5.0M. October FY2025 actuals are 8% or \$0.10M lower than October 2024 actuals.
- <sup>7</sup> Reimbursements (primarily Section 8) largely occur at fiscal year end.
- <sup>8</sup> Other Revenues will vary year to year based on unanticipated items such as settlements. This revenue category's actuals through October FY2025 are \$0.04M higher than the FY2024 cumulative through October.
- <sup>9</sup> Other Financing Sources reflects revenues from DoNo Stadium Fund (1), the Parking Authority Fund (2), Special Police Service Fund (3), and other (4). Category actuals through October FY2025 are \$0.02M lower than the actuals through October FY2024.  
(1) Yard Goat Admission Tax is received monthly.  
(2) The revenue from Hartford Parking Authority is received quarterly.  
(3) Revenues from Police Private Duty are posted quarterly.

## EXPENDITURE FOOTNOTES

- <sup>10</sup> Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$1.88M. The methodology of the full-time payroll projection (detailed in the appendix) reflects 14 weeks of actual payroll expenses with 38.2 weeks remaining. Vacancies are assumed to be refilled with 34.2 weeks remaining in the fiscal year. Vacancy and attrition savings of \$4.20M and PT savings of \$47K are offset by a projected shortfall of \$6.03M in OT and \$97K in Holiday Pay. Payroll will continue to be monitored throughout the fiscal year.
- <sup>11</sup> Benefits and Insurances is projected to be net unfavorable due to centrally budgeted non-Public Safety attrition being realized in departments city-wide.
- <sup>12</sup> The FY2025 Adopted Budget for Debt & Other Capital is comprised of \$4.64M for Downtown North principal and interest, \$220K for a Grant in Lieu of Taxes payment, \$116K for Clean Water loan principal and interest, and \$11.40M for Pay-As-You-Go CapEx for a total of \$16.38M.
- <sup>13</sup> Other is net unfavorable due to legal settlements.
- <sup>14</sup> Education YTD actuals reflect 4 months of the City's tax supported payment of \$96M and one payment from the State of Connecticut. The \$188M ECS will be recorded as the State allocation is received.
- <sup>15</sup> Under the executed Contract Assistance agreement, \$46.52M of General Obligation debt service payments are made on the City's behalf by the State of Connecticut in FY2025. Consistent with GAAP rules, the contract assistance payments are recorded as donated capital revenue. The debt service expenditures are recorded in the ledger in the Debt Service line item to properly reflect the retirement of debt. This unbudgeted debt expense is offset by contract assistance revenue.
- <sup>16</sup> The City's financial system (Munis) reflects revenues as negative values (credits) and expenditures as positive values. A negative variance for revenues is favorable. A positive variance for revenues is unfavorable.

## Revenue Summary - Major Category

	FY2024 UN-AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (OCTOBER)	FY2025 ACTUAL (OCTOBER)
<b>41-TAXES</b>	<b>(308,069,591)</b>	<b>(299,433,841)</b>	<b>(299,433,841)</b>	<b>(161,237,614)</b>	<b>(157,598,512)</b>
CURRENT YEAR TAX LEVY	(293,353,267)	(291,129,713)	(291,129,713)	(154,631,955)	(156,450,413)
INTEREST AND LIENS	(6,168,627)	(4,100,000)	(4,100,000)	(2,440,200)	(1,810,456)
PRIOR YEAR LEVIES	(8,177,724)	(4,000,000)	(4,000,000)	(3,915,206)	694,737
TAX LIEN SALES	(196,495)	-	-	(193,550)	-
OTHER	(173,478)	(204,128)	(204,128)	(56,703)	(32,380)
<b>42-LICENSES AND PERMITS</b>	<b>(13,266,465)</b>	<b>(6,950,743)</b>	<b>(6,950,743)</b>	<b>(4,404,616)</b>	<b>(1,146,010)</b>
BUILDING PERMITS	(6,723,820)	(3,800,580)	(3,800,580)	(2,922,706)	(322,798)
ELECTRICAL PERMITS	(2,924,596)	(1,051,600)	(1,051,600)	(756,611)	(276,910)
FOOD & MILK DEALER LICENSES	(218,526)	(192,300)	(192,300)	(133,975)	(200,275)
MECHANICAL PERMITS	(1,677,124)	(841,280)	(841,280)	(194,859)	(152,934)
PLUMBING PERMITS	(937,007)	(420,640)	(420,640)	(162,300)	(74,160)
OTHER	(785,392)	(644,343)	(644,343)	(234,164)	(118,933)
<b>43-FINES FORFEITS AND PENALTIES</b>	<b>(98,146)</b>	<b>(113,840)</b>	<b>(113,840)</b>	<b>(30,181)</b>	<b>(48,185)</b>
FALSE ALARM CITATIONS-POL&FIRE	(81,834)	(100,000)	(100,000)	(29,488)	(45,084)
LAPSED LICENSE/LATE FEE	(12,200)	(7,100)	(7,100)	-	(700)
OTHER	(4,112)	(6,740)	(6,740)	(693)	(2,401)
<b>44-INTEREST AND RENTAL INCOME</b>	<b>(11,625,691)</b>	<b>(8,714,259)</b>	<b>(8,714,259)</b>	<b>(3,778,893)</b>	<b>(3,568,654)</b>
BILLINGS FORGE	(23,370)	(20,428)	(20,428)	(6,346)	(11,338)
CT CENTER FOR PERFORM ART	(20,833)	(50,000)	(50,000)	(16,667)	(41,667)
INTEREST	(10,750,087)	(8,000,000)	(8,000,000)	(3,560,987)	(3,253,728)
RENT OF PROP-ALL OTHER	(99,869)	(87,720)	(87,720)	(36,656)	(32,983)
RENTAL OF PARK PROPERTY	(49,935)	(35,000)	(35,000)	(10,907)	(12,018)
RENTAL OF PARKING LOTS	(340)	-	-	-	-
RENTAL OF PROP-FLOOD COMM	(103,084)	(99,360)	(99,360)	(14,524)	(55,440)
RENTAL-525 MAIN STREET	-	-	-	(5,586)	-
RENTS FROM TENANTS	(216,784)	(161,400)	(161,400)	(59,600)	(67,665)
SHEPHERD PARK	(126,104)	(124,207)	(124,207)	-	-
THE RICHARDSON BUILDING	(199,140)	(100,000)	(100,000)	(49,549)	(75,742)
UNDERWOOD TOWER PILOT	(36,144)	(36,144)	(36,144)	(18,072)	(18,072)
<b>45-INTERGOVERNMENTAL</b>	<b>(351,721,557)</b>	<b>(298,760,849)</b>	<b>(298,760,849)</b>	<b>(151,270,519)</b>	<b>(147,788,600)</b>
<b>MUNICIPAL AID</b>	<b>(298,946,722)</b>	<b>(295,653,357)</b>	<b>(295,653,357)</b>	<b>(150,492,180)</b>	<b>(146,587,466)</b>
CAR TAX SUPPL MRSF REV SHARING	(22,167,601)	(22,770,460)	(22,770,460)	(22,167,601)	(22,770,460)
EDUCATION COST SHARING	(187,311,537)	(187,974,890)	(187,974,890)	(46,993,723)	(47,045,733)
HIGHWAY GRANT	(1,162,089)	(1,162,089)	(1,162,089)	(581,045)	(581,045)
MASHANTUCKET PEQUOT FUND	(6,136,523)	(6,136,523)	(6,136,523)	-	-
MRSA BONDED DISTRIBUTION GRANT	(1,419,161)	(1,419,161)	(1,419,161)	-	-
MRSF SELECT PILOT	(20,331,835)	(15,792,632)	(15,792,632)	(20,331,835)	(15,792,632)
PRIV TAX EXEMPT PROPERTY	(60,417,977)	(60,397,602)	(60,397,602)	(60,417,977)	(60,397,596)
<b>OTHER MUNICIPAL AID</b>	<b>(49,859,638)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
STATE CONTRACT ASSISTANCE	(49,859,638)	-	-	-	-
<b>OTHER STATE REVENUES</b>	<b>(114,577)</b>	<b>(87,045)</b>	<b>(87,045)</b>	<b>(41,209)</b>	<b>(33,750)</b>
JUDICIAL BRANCH REV DISTRIB.	(114,577)	(66,947)	(66,947)	(41,209)	(33,750)
VETERANS EXEMPTIONS	-	(20,098)	(20,098)	-	-
<b>PILOTS, MIRA &amp; OTHER INTERGOVERNMENTAL</b>	<b>(2,668,693)</b>	<b>(3,012,447)</b>	<b>(3,012,447)</b>	<b>(729,730)</b>	<b>(1,161,534)</b>
DISABIL EXEMPT-SOC SEC	(5,794)	(7,262)	(7,262)	-	-
GR REC TAX-PARI MUTUEL	(156,373)	(165,714)	(165,714)	(53,100)	(43,059)
HEALTH&WELFARE-PRIV SCH	(21,929)	(54,629)	(54,629)	-	-
PHONE ACCESS LN TAX SH	(778,518)	(778,518)	(778,518)	-	-
PILOT CHURCH HOMES INC	(126,512)	(126,588)	(126,588)	(63,256)	(63,256)
PILOT FOR CT CTR FOR PERF	(267,801)	(418,761)	(418,761)	-	-
PILOT FOR HARTFORD 21	(500,000)	(500,000)	(500,000)	(250,000)	(250,000)
PILOT HARTFORD HILTON	(210,940)	(215,000)	(215,000)	(112,637)	(141,044)
PILOT HARTFORD MARRIOTT	(501,326)	(500,000)	(500,000)	(250,738)	(357,071)
PILOT-PENNANT N CROSSING	(74,500)	(220,975)	(220,975)	-	(307,105)
PILOT TRINITY COLLEGE	(25,000)	(25,000)	(25,000)	-	-
<b>OTHER</b>	<b>(131,927)</b>	<b>(8,000)</b>	<b>(8,000)</b>	<b>(7,400)</b>	<b>(5,850)</b>
STATE REIMBURSEMENTS	(131,927)	(8,000)	(8,000)	(7,400)	(5,850)
<b>46-CHARGES FOR SERVICES</b>	<b>(4,854,362)</b>	<b>(3,491,416)</b>	<b>(3,491,416)</b>	<b>(1,263,201)</b>	<b>(1,158,550)</b>
CONVEYANCE TAX	(2,278,377)	(1,600,000)	(1,600,000)	(593,087)	(555,414)
FILING RECORD-CERTIF FEES	(332,226)	(300,000)	(300,000)	(99,420)	(79,296)
TRANSCRIPT OF RECORDS	(634,304)	(640,750)	(640,750)	(193,773)	(182,157)
OTHER	(1,609,454)	(950,666)	(950,666)	(376,922)	(341,683)
<b>47-REIMBURSEMENTS</b>	<b>(115,291)</b>	<b>(89,653)</b>	<b>(89,653)</b>	<b>(270)</b>	<b>(18,580)</b>
ADVERTISING LOST DOGS	(360)	(453)	(453)	(170)	(80)
DOG ACCT-SALARY OF WARDEN	-	(2,105)	(2,105)	-	-
OTHER REIMBURSEMENTS	(69)	-	-	-	-
SECTION 8 MONITORING	(114,562)	(83,890)	(83,890)	-	(18,500)
OTHER	(300)	(3,205)	(3,205)	(100)	-
<b>48-OTHER REVENUES</b>	<b>(831,887)</b>	<b>(332,866)</b>	<b>(332,866)</b>	<b>(193,883)</b>	<b>(238,488)</b>
MISCELLANEOUS REVENUE	(315,398)	(117,534)	(117,534)	(38,329)	(68,054)
OVER & SHORT ACCOUNT	(197)	-	-	(180)	(3)
SALE OF DOGS	(6,611)	(6,849)	(6,849)	(2,703)	(1,832)
SETTLEMENTS - OTHER	(21)	(3,000)	(3,000)	-	-
OTHER	(509,660)	(205,483)	(205,483)	(152,671)	(168,599)
<b>53-OTHER FINANCING SOURCES</b>	<b>(5,858,056)</b>	<b>(5,945,500)</b>	<b>(5,945,500)</b>	<b>(701,091)</b>	<b>(676,348)</b>
DOWNTOWN NORTH (DONO)	(933,269)	(912,500)	(912,500)	(60,091)	(105,598)
REVENUE FROM HTFD PKG AUTHY	(2,564,000)	(2,283,000)	(2,283,000)	(641,000)	(570,750)
SPECIAL POLICE SERVICES	(2,360,787)	(2,750,000)	(2,750,000)	-	-
<b>Grand Total</b>	<b>(696,441,045)</b>	<b>(623,832,967)</b>	<b>(623,832,967)</b>	<b>(322,880,268)</b>	<b>(312,241,926)</b>

## MARB Report - October 2024

### CITY OF HARTFORD

#### PROPERTY TAX COLLECTIONS REPORT FOR FY2024 AND FY2025

#### PROPERTY TAX COLLECTIONS REPORT THROUGH October 31, 2024

Month	Current Year Taxes		Prior Year Taxes		Interest		Lien Sales		Total Collections	
	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025	Actual FY2024	Actual FY2025
July	108,382,349	116,040,550 <sup>1</sup>	1,209,101	(4,763,812) <sup>2</sup>	334,426	240,581 <sup>3,4</sup>	-	-	109,925,876	111,517,320
August	39,513,704	36,419,869	464,642	1,681,901	340,531	649,087	-	-	40,318,876	38,750,857
September	4,313,472	1,817,862	650,109	813,189	402,506	390,433	193,550	-	5,559,636	3,021,484
October	2,422,432	2,172,132	1,591,353	1,573,985	1,362,737	530,355	-	-	5,376,521	4,276,472
November	2,393,539		808,910		336,654		-		3,539,103	-
December	8,149,513		779,562		445,942		2,946		9,377,962	-
January	95,066,146		544,896		562,227		-		96,173,269	-
February	25,933,875		913,756		572,469		-		27,420,099	-
March	2,935,663		596,920		468,950		-		4,001,533	-
April	2,127,048		555,978		446,678		-		3,129,704	-
May	883,934		369,769		424,770		-		1,678,473	-
June	1,169,055		621,538		470,738		-		2,261,331	-
<b>Total Collections</b>	<b>293,290,728</b>	<b>156,450,413</b>	<b>9,106,535</b>	<b>(694,737)</b>	<b>6,168,627</b>	<b>1,810,456</b>	<b>196,495</b>	<b>-</b>	<b>308,762,385</b>	<b>157,566,132</b>
60 Days Collections	-		-		-		-		-	-
Reclass - Year End Entries	-		-		-		-		-	-
<b>Adjusted Total Collections</b>	<b>293,290,728</b>	<b>156,450,413</b>	<b>9,106,535</b>	<b>(694,737)</b>	<b>6,168,627</b>	<b>1,810,456</b>	<b>196,495</b>	<b>-</b>	<b>308,762,385</b>	<b>157,566,132</b>

Summary	Current Year Taxes		Prior Year Taxes		Interest		Lien Sales		Total Collections	
	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025
Total Budget	292,019,388	291,129,713	4,300,000	4,000,000	4,100,000	4,100,000	-	-	300,419,388	299,229,713
Total Current Levy (GL 2023) New Bills	318,948,262	312,055,938	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Collections Through OCTOBER 2024	154,631,955	156,450,413	3,915,206	(694,737)	2,440,200	1,810,456	193,550	-	161,180,910	157,566,132
Outstanding Receivable at 10/31	155,601,639	##### uuuuu	48,582,109	37,576,399	n/a	n/a	n/a	n/a	n/a	n/a
Timing Adjust bridging QDS to Munis		304,865,513								

Statistics	Current Year Taxes		Prior Year Taxes		Interest		Lien Sales		Total Collections	
	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025	FY2024	FY2025
% of Budget Collected	52.95%	53.74%	91.05%	-17.37%	59.52%	44.16%	-	-	53.65%	52.66%
% of Adjusted Levy Collected	48.48%	50.14%	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Mill Rate Real Estate	68.95	68.95								
Mill Rate Personal Property	68.95	68.95								
Mill Rate Motor Vehicle	32.46	32.46								

**NOTES**

<sup>1</sup> Current Year Tax collections exceed prior year due to timing.

<sup>2</sup> PY Levy collected was offset against credit adjustments due to tax appeals and court stipulations.

<sup>3</sup> Payment of prior year taxes including interest.

<sup>4</sup> July Interest was 236,605 now 240,581

**Expenditure Summary - Departments**

	FY2024 UN -AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (OCT)	FY2025 ACTUAL (OCT)	FY2025 PROJECTION	VARIANCE FAV/(UNFAV)
00111 MAYOR'S OFFICE <sup>1</sup>	803,757	853,202	853,202	234,604	264,232	877,297	(24,095)
00112 COURT OF COMMON COUNCIL	683,457	978,077	978,077	194,593	201,950	959,585	18,492
00113 TREASURER	379,264	549,250	549,250	107,081	124,205	540,455	8,795
00114 REGISTRARS OF VOTERS	839,719	597,072	932,844	261,981	258,036	926,005	6,839
00116 CORPORATION COUNSEL	1,474,760	1,709,616	1,709,616	513,821	447,903	1,636,048	73,568
00117 TOWN & CITY CLERK	889,780	1,076,067	1,076,067	296,801	290,757	1,021,695	54,372
00118 INTERNAL AUDIT	529,725	554,861	554,861	158,896	162,077	554,850	11
00119 CHIEF OPERATING OFFICER	1,361,994	1,547,904	1,547,904	334,742	337,415	1,474,261	73,643
00122 METRO HARTFORD INNOVATION SERV	5,075,732	5,555,019	5,555,019	1,691,912	1,851,673	5,555,019	0
00123 FINANCE	3,948,889	4,400,078	4,400,078	1,036,581	1,187,107	4,218,875	181,203
00125 HUMAN RESOURCES	1,474,029	2,217,985	2,217,985	487,733	628,546	2,154,808	63,177
00128 OFFICE OF MANAGEMENT & BUDGET	1,443,492	1,605,967	1,605,967	391,396	443,581	1,585,865	20,102
00132 FAMILIES, CHILDREN, & YOUTH	4,619,861	3,399,501	3,399,501	1,823,380	1,198,660	3,353,032	46,469
00142 SPORTS AND RECREATION <sup>2</sup>	0	2,283,649	2,283,649	0	749,117	2,306,229	(22,580)
00211 FIRE <sup>3</sup>	41,650,383	41,485,004	41,485,004	12,337,573	12,632,182	44,604,481	(3,119,477)
00212 POLICE	50,397,483	54,867,897	54,867,897	15,887,877	15,826,888	53,643,392	1,224,505
00213 EMERGENCY SERVICES & TELECOMM. <sup>4</sup>	5,289,811	5,300,745	5,300,745	1,927,690	1,669,974	5,749,653	(448,908)
00311 PUBLIC WORKS <sup>5</sup>	21,290,385	22,373,066	22,373,066	6,025,844	6,532,040	22,496,716	(123,650)
00420 DEVELOPMENT SERVICES <sup>6</sup>	5,826,838	7,472,383	7,472,383	1,299,303	1,923,819	7,513,715	(41,332)
00520 HEALTH AND HUMAN SERVICES	5,078,423	6,221,324	6,221,324	890,399	1,508,095	6,095,795	125,529
00711 EDUCATION	284,013,274	284,013,274	284,013,274	79,006,518	79,005,518	284,013,274	0
00721 HARTFORD PUBLIC LIBRARY	9,201,354	9,512,786	9,512,786	3,067,198	3,170,929	9,512,786	0
00820 BENEFITS & INSURANCES <sup>7</sup>	76,834,192	99,936,277	99,936,277	32,575,927	33,876,441	102,176,277	(2,240,000)
00821 DEBT SERVICE	100,220,098	16,380,438	16,380,438	1,892,168	1,954,091	16,380,438	0
00822 NON OP DEPT EXPENDITURES <sup>8</sup>	59,089,432	48,941,525	48,605,753	13,741,931	15,690,786	49,464,245	(858,492)
<b>Grand Total</b>	<b>682,416,133</b>	<b>623,832,967</b>	<b>623,832,967</b>	<b>176,185,949</b>	<b>181,936,021</b>	<b>628,814,799</b>	<b>(4,981,832)</b>

<sup>1</sup> Mayor's Office is projected to be unfavorable due to salary adjustments.

<sup>2</sup> Sports and Recreation is projected to be unfavorable due to overtime.

<sup>3</sup> Fire is projected to be unfavorable due to overtime.

<sup>4</sup> Emergency Services & Telecomm. is projected to be unfavorable due to overtime.

<sup>5</sup> Public Works is projected to be unfavorable due to overtime.

<sup>6</sup> Development Services is projected to be unfavorable due to overtime.

<sup>7</sup> Benefits and Insurances is projected to be net unfavorable due to centrally budgeted non-Public Safety attrition being realized in departments city-wide.

<sup>8</sup> Non Operating is projected to be net unfavorable due to legal settlements.

Expenditure Summary - Major Expenditure Category

	FY2024 UN-AUDITED ACTUAL	FY2025 ADOPTED BUDGET	FY2025 REVISED BUDGET	FY2024 ACTUAL (OCT)	FY2025 ACTUAL (OCT)	FY2025 PROJECTION	VARIANCE FAVI/(UNFAV)
<b>PAYROLL</b>	<b>127,076,397</b>	<b>138,738,615</b>	<b>138,907,065</b>	<b>39,342,012</b>	<b>40,672,299</b>	<b>140,790,405</b>	<b>(1,883,340)</b>
FT <sup>1</sup>	99,107,873	116,413,791	116,318,791	29,285,496	31,128,984	112,120,080	4,198,711
HOL <sup>1</sup>	2,619,050	2,556,169	2,556,169	594,482	612,897	2,653,622	(97,453)
OT <sup>1</sup>	22,759,994	16,709,409	16,709,409	8,428,624	7,996,459	22,740,584	(6,031,175)
PT <sup>1</sup>	2,589,480	3,059,246	3,322,696	1,033,411	933,960	3,276,119	46,577
<b>BENEFITS</b>	<b>76,834,192</b>	<b>99,936,277</b>	<b>99,936,277</b>	<b>32,575,927</b>	<b>33,876,441</b>	<b>102,176,277</b>	<b>(2,240,000)</b>
HEALTH	9,371,168	34,709,697	34,709,697	8,533,488	9,910,065	34,709,697	0
MITIGATION <sup>2</sup>	0	(2,240,000)	(2,240,000)	0	0	0	(2,240,000)
PENSION	54,724,151	51,768,917	51,768,917	17,497,778	17,160,843	51,768,917	0
INSURANCE	5,061,504	5,995,873	5,995,873	3,487,311	3,533,018	5,995,873	0
FRINGE REIMBURSEMENTS	(2,651,050)	(2,947,953)	(2,947,953)	(345,747)	(370,958)	(2,947,953)	0
LIFE INSURANCE	238,138	234,883	234,883	78,294	80,354	234,883	0
OTHER BENEFITS	5,219,745	6,165,000	6,165,000	1,683,135	1,816,870	6,165,000	0
WAGE	0	1,186,110	1,186,110	0	0	1,186,110	0
WORKERS COMP	4,870,535	5,063,750	5,063,750	1,641,667	1,746,250	5,063,750	0
<b>DEBT</b>	<b>100,220,098</b>	<b>16,380,438</b>	<b>16,380,438</b>	<b>1,892,168</b>	<b>1,954,091</b>	<b>16,380,438</b>	<b>0</b>
DEBT	100,220,098	16,380,438	16,380,438	1,892,168	1,954,091	16,380,438	0
<b>LIBRARY</b>	<b>9,201,354</b>	<b>9,512,786</b>	<b>9,512,786</b>	<b>3,067,198</b>	<b>3,170,929</b>	<b>9,512,786</b>	<b>0</b>
LIBRARY	9,201,354	9,512,786	9,512,786	3,067,198	3,170,929	9,512,786	0
<b>MHIS</b>	<b>5,075,732</b>	<b>5,555,019</b>	<b>5,555,019</b>	<b>1,691,912</b>	<b>1,851,673</b>	<b>5,555,019</b>	<b>0</b>
MHIS	5,075,732	5,555,019	5,555,019	1,691,912	1,851,673	5,555,019	0
<b>UTILITY</b>	<b>28,659,087</b>	<b>30,977,006</b>	<b>30,977,006</b>	<b>10,633,036</b>	<b>11,680,276</b>	<b>30,977,006</b>	<b>0</b>
UTILITY	28,659,087	30,977,006	30,977,006	10,633,036	11,680,276	30,977,006	0
<b>OTHER</b>	<b>51,335,999</b>	<b>38,719,552</b>	<b>38,551,102</b>	<b>7,977,177</b>	<b>9,724,795</b>	<b>39,409,594</b>	<b>(858,492)</b>
COMMUNITY ACTIVITIES	3,590,204	3,136,956	3,231,956	1,221,651	1,083,601	3,231,956	0
CONTINGENCY	672,073	3,043,740	3,043,740	83,117	105,462	3,043,740	0
CONTRACTED SERVICES <sup>3</sup>	6,967,005	7,155,615	7,201,815	1,576,985	1,659,058	7,301,815	(100,000)
ELECTIONS	0	363,817	28,045	0	0	28,045	0
GOVT AGENCY & OTHER <sup>4</sup>	40,959	45,259	45,259	30,971	21,790	47,387	(2,128)
LEASES - OFFICES PARKING COPIER <sup>5</sup>	1,713,598	2,008,140	2,008,140	667,887	600,518	1,987,759	20,381
LEGAL EXPENSES & SETTLEMENTS <sup>6</sup>	15,105,784	3,749,500	3,749,500	645,427	1,020,619	4,549,500	(800,000)
OTHER <sup>7</sup>	7,431,122	5,109,879	5,113,799	574,988	1,473,152	5,090,544	23,255
OUT AGENCY	100,000	100,000	100,000	0	0	100,000	0
POSTAGE	215,021	200,000	216,000	96,055	45,720	216,000	0
SUPPLY	5,159,300	4,802,404	4,865,662	1,194,846	1,087,550	4,865,662	0
TECH, PROF & COMM BASED SERVICES	3,855,330	5,018,629	5,008,973	1,041,197	1,368,228	5,008,973	0
VEHICLE & EQUIP	6,485,605	3,985,613	3,938,213	844,054	1,259,097	3,938,213	0
<b>EDUCATION</b>	<b>284,013,274</b>	<b>284,013,274</b>	<b>284,013,274</b>	<b>79,006,518</b>	<b>79,005,518</b>	<b>284,013,274</b>	<b>0</b>
EDUCATION	284,013,274	284,013,274	284,013,274	79,006,518	79,005,518	284,013,274	0
<b>Grand Total</b>	<b>682,416,133</b>	<b>623,832,967</b>	<b>623,832,967</b>	<b>176,185,949</b>	<b>181,936,021</b>	<b>628,814,799</b>	<b>(4,981,832)</b>

<sup>1</sup> Payroll (FT, PT, OT and Holiday) is projected to be net unfavorable by \$1.88M. The methodology of the full-time payroll projection (detailed in the appendix) reflects 14 weeks of actual payroll expenses with 38.2 weeks remaining. Vacancies are assumed to be refilled with 34.2 weeks remaining in the fiscal year. Vacancy and attrition savings of \$4.20M and PT savings of \$47K are offset by a projected shortfall of \$6.03M in OT and \$97K in Holiday Pay. Payroll will continue to be monitored throughout the fiscal year.

<sup>2</sup> Mitigation of \$2.24M reflects non-Public Safety budgeted attrition and vacancy savings. The Police and Fire department respectively include \$4.74M and \$418K in budgeted attrition and vacancy savings. In total, \$7.40M is budgeted for attrition city-wide.

<sup>3</sup> Contracted Services is unfavorable due to the Public Safety Complex and camera maintenance expenses.

<sup>4</sup> Government Agencies is unfavorable due to the Greater Hartford Transit and US Conference of Mayors expenses.

<sup>5</sup> Leases is favorable due to facility rentals and copier machine costs.

<sup>6</sup> Legal expenses is unfavorable due to settlements.

<sup>7</sup> Other is favorable due to Learning Corridor hot and chilled water.

# Appendix

**FY2025 Full-time Payroll Projection (Oct)**

DEPARTMENTS	BUDGETED HC	BUDGETED ANNUAL AMOUNT (REV)	YTD THRU CHECK ISSUE 10/11 (14 WEEKS)	PROJECTION (38.2 WEEKS)	YTD THRU 10/11 PLUS PROJECTION 38.2 WEEKS)	REMAINING ESTIMATED STEPS	PROJECTION	VARIANCE (BUDGETED ANNUAL AMOUNT - PROJECTION)
111-Mayor	8	816,954	218,157	622,892	841,049	0	841,049	(24,095)
112-CCC	7	498,636	114,107	366,037	480,144	0	480,144	18,492
113- Treas	9	428,640	100,742	315,418	416,160	3,686	419,845	8,795
114- ROV	7	439,863	109,311	322,262	431,573	1,452	433,024	6,839
116-Corp Counsel	15	1,644,436	368,478	1,199,109	1,567,587	0	1,567,587	76,849
117- Clerk	12	865,933	183,149	622,363	805,512	6,050	811,561	54,372
118-Audit	5	530,188	140,357	389,820	530,177	0	530,177	11
119-COO	16	1,311,225	243,208	977,508	1,220,716	1,098	1,221,815	89,410
123- FIN	48	4,050,390	953,893	2,865,923	3,819,816	49,372	3,869,187	181,203
125- HR	17	1,348,760	291,654	991,573	1,283,227	2,356	1,285,583	63,177
128-OMBG	12	1,061,237	254,795	772,486	1,027,281	6,204	1,033,485	27,752
132-FCYR	10	753,592	178,240	564,982	743,222	5,976	749,198	4,394
142-DSR	8	704,408	175,924	545,798	721,722	9,280	731,003	(26,595)
211- Fire	375	32,285,358	8,036,030	23,091,401	31,127,431	408,353	31,535,784	749,574
212- Police	527	46,898,810	9,548,463	29,372,409	38,920,871	595,920	39,516,791	7,382,019
213- EST	57	4,088,443	848,961	2,885,209	3,734,171	50,999	3,785,169	303,274
311- DPW	234	14,348,385	3,406,323	10,401,165	13,807,488	166,782	13,974,270	374,115
420- Devel Serv	70	6,123,894	1,299,911	4,627,907	5,927,818	118,307	6,046,125	77,769
520- HHS	39	3,167,610	674,376	2,319,410	2,993,786	48,295	3,042,081	125,529
<b>Grand Total</b>	<b>1,476</b>	<b>121,366,762</b>	<b>27,146,079</b>	<b>83,253,672</b>	<b>110,399,751</b>	<b>1,474,128</b>	<b>111,873,880</b>	<b>9,492,882</b>

FT- Fire Attrition	(417,592)
FT- Police Attrition	(4,740,984)
FT- Net other payroll	110,605
FT- Total Revised Budget	<u>116,318,791</u>

FT- Fire Attrition	(417,592)
FT- Police Attrition	(4,740,984)
FT- Net other payroll	(135,595)
FT- Subtotal Variance	<u>4,198,711</u>
Non-Sworn Attr. in Benefits	(2,240,000)
Total Variance	<u>1,958,711</u>

**Assumptions**

- 1) Analysis is based on year-to-date actuals from check date 10/11/24, which includes 14 pay periods, and projects filled positions for 38.2 future weeks.
- 2) Non-sworn vacancies are projected for 34.2 future weeks.
- 3) Adopted head count is 1476 with 20 MHIS positions funded in the MHIS internal service fund.
- 4) Unfavorable department variances are due to salary adjustments and funds will be transferred, as needed, at year end.



## MEMO

**From:** Paul Foster  
**To:** Dr. Leslie Torres-Rodriguez  
**Date:** December 6, 2024  
**Re:** October 2024 Financial Results

---

Attached please find our Period 4 financial results through October 31, 2024.

Across all funding sources, total expenditures in October were \$31.1 million, bringing our year to date spending to \$83.9 million. Over the first four months of the prior fiscal year, spending totaled \$81.9 million, suggesting that in total our spending patterns in the current year are running very close to historical norms. Looking more closely at the underlying detail, however, reveals that we have spent less on salaries and contracted professional services in 2024-25 than we did in the prior year, which is largely related to the absence of COVID grant-related spending in the current period. This was more than offset by higher expenditures in the current year for fringe benefits, utilities and transportation, although the transportation costs are more a function of timing of payments to our vendors.

General Fund expenditures over the first four months of 2024-25 were \$50.0 million, compared with \$48.1 million for the same period a year ago, with all of the difference caused by the timing of transportation payments. We continue to monitor the FY2025 deficit resulting from unrealized revenue assumptions (use of ESSER and non-lapsing fund) as well as unbudgeted expenditures. By next month we will complete a year-end projection which will forecast the amount of the deficit that can be mitigated by vacancy savings beyond those assumed in the budget. This will also indicate the degree to which spending has to be reduced for the remainder of the year.

Encumbrances across all funding sources totaled \$67.1 million at the end of October, compared with \$47.0 million at the end of September. The \$20.1 million sequential increase was driven entirely by a \$23.3 million increase in tuition encumbrances, as we suggested would occur in our last monthly report. This was offset in part by declines in our transportation and utilities encumbrances, as encumbered funds were utilized to issue payments to our vendors.

In an effort to provide greater transparency to our monthly reporting, this month we are introducing a new Special Education exhibit that lays out both the tuition and non-tuition expenditures HPS makes in support of our Special Education students. We would appreciate any feedback on the new report, and we hope it brings greater clarity to our overall financial picture.

Lastly, we are continuing to refine the 'revenue received' portion of our Special Funds report. There are some limitations in the reporting, including differences in timing, refunds and budgets that have not been finalized. As an example, we received the final \$38.6 million in revenue for the ARP/ESSER III grant in 2024-25, but essentially all of the expenditures were completed in the 2023-24 year. Similarly, several grants show negative revenues for the year; those are the grants for which we expect to issue a refund to the State of Connecticut, and have recorded a liability on our balance sheet to pay the refund once the bill has been received from the State. We will continue to refine our reporting as we go forward to ensure the reporting supports our financial decision making.

If you have any questions on the attached Period 4 reports, please let me know.





**All Funds Budget**  
 Financial Position Report as of 11/18/2024  
 For: 7/1/2024 to 10/31/2024 Period: 1 to 4



Description	Series	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered/ Committed	Balance
Certified Salaries	100	137,257,685	135,397,386	31,121,305	-	104,276,081
Severance/Other	199	1,215,000	1,215,000	(158,619)	-	1,373,619
<b>Certified Salaries Total</b>		<b>138,472,685</b>	<b>136,612,386</b>	<b>30,962,686</b>	-	<b>105,649,700</b>
Non Cert Salaries	200	61,625,378	62,745,959	16,551,302	-	46,194,656
Severance/Other	299	383,498	383,498	311,006	-	72,492
<b>Non Certified Salaries Total</b>		<b>62,008,876</b>	<b>63,129,457</b>	<b>16,862,308</b>	-	<b>46,267,148</b>
Instructional Improvements	322	6,504,266	10,062,271	525,199	5,551,585	3,985,488
Professional Services	333	3,120,715	3,859,487	701,523	934,295	2,223,669
MHIS/IT Services	335	3,976,413	3,976,413	994,103	-	2,982,310
<b>Professional Contracts &amp; Svcs</b>		<b>13,601,394</b>	<b>17,898,171</b>	<b>2,220,825</b>	<b>6,485,879</b>	<b>9,191,467</b>
Maint Supplies & Services	442	410,429	418,429	94,994	320,126	3,309
Maintenance Contracts	443	5,335,021	5,402,496	1,750,677	1,955,968	1,695,851
Rental - Equip & Facilities	444	1,080,784	510,022	104,920	159,663	245,439
Building Improvements	445	365,000	613,202	205,960	124,092	283,149
<b>Purchased Property Services</b>		<b>7,191,233</b>	<b>6,944,149</b>	<b>2,156,551</b>	<b>2,559,850</b>	<b>2,227,748</b>
Transportation	551	29,582,135	30,239,571	6,714,884	18,797,807	4,726,880
Communications	553	3,617,918	4,332,159	2,749,806	112,850	1,469,503
Advertising	554	174,371	180,461	4,528	-	175,933
Printing & Binding	555	88,401	90,088	2,609	-	87,479
Tuition	556	109,781,496	104,963,260	2,300,491	29,308,508	73,354,260
Travel & Conferences	558	182,920	271,658	20,663	190	250,805
Misc Services	559	982,125	1,107,971	207,185	112,398	788,388
<b>Systemwide Purchased Svcs Total</b>		<b>144,409,366</b>	<b>141,185,168</b>	<b>12,000,166</b>	<b>48,331,752</b>	<b>80,853,249</b>
Instructional & Other Supplies	610	3,950,071	5,002,543	1,716,264	869,170	2,417,109
Utilities	620	8,846,671	8,846,671	3,022,371	8,549,121	(2,724,821)
Text & Library Books	640	56,728	58,274	11,021	866	46,388
Misc Supplies	690	586,025	1,035,585	367,943	93,515	574,127
<b>Supplies &amp; Materials Total</b>		<b>13,439,496</b>	<b>14,943,074</b>	<b>5,117,600</b>	<b>9,512,671</b>	<b>312,803</b>
Equipment	730	935,412	879,802	103,405	50,130	726,267
<b>Outlay Total</b>		<b>935,412</b>	<b>879,802</b>	<b>103,405</b>	<b>50,130</b>	<b>726,267</b>
Organization Dues	810	150,251	186,758	113,611	3,535	69,613
Legal Judgments	820	120,000	120,000	3,195	-	116,805
Other Operating Expenses	899	(10,923,382)	221,006	701	74,519	145,786
<b>Other Misc Expend Total</b>		<b>(10,653,131)</b>	<b>527,764</b>	<b>117,507</b>	<b>78,054</b>	<b>332,203</b>
Fringe Benefits/Insurances	990	60,005,573	60,083,491	14,355,144	78,583	45,649,764
Contingency	998	-	-	-	-	-
Indirect	999	-	110,177	1,062	-	109,114
<b>Sundry Total</b>		<b>60,005,573</b>	<b>60,193,668</b>	<b>14,356,206</b>	<b>78,583</b>	<b>45,758,879</b>
<b>All Funds Budget Total</b>		<b>429,410,903</b>	<b>442,313,638</b>	<b>83,897,254</b>	<b>87,096,919</b>	<b>291,319,465</b>



**General Fund Budget**  
 Financial Position Report as of 11/18/2024  
 For: 7/1/2024 to 10/31/2024 Period: 1 to 4



Description	Series	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered/ Committed	Balance	% Used
Certified Salaries	100	65,849,078	63,250,617	15,867,001	-	47,383,616	25.09%
Severance/Other	199	1,215,000	1,215,000	(158,619)	-	1,373,619	-13.06%
<b>Certified Salaries Total</b>		<b>67,064,078</b>	<b>64,465,617</b>	<b>15,708,382</b>	<b>-</b>	<b>48,757,235</b>	<b>24.37%</b>
Non Cert Salaries	200	41,274,100	40,809,598	10,686,202	-	30,123,396	26.19%
Severance/Other	299	383,498	383,498	311,006	-	72,492	81.10%
<b>Non Certified Salaries Total</b>		<b>41,657,598</b>	<b>41,193,096</b>	<b>10,997,208</b>	<b>-</b>	<b>30,195,888</b>	<b>26.70%</b>
Instructional Improvements	322	2,289,783	5,084,513	260,066	3,067,669	1,756,778	65.45%
Professional Services	333	1,887,210	1,835,175	538,591	364,658	931,926	49.22%
MHIS/IT Services	335	3,206,800	3,206,800	801,700	-	2,405,100	25.00%
<b>Professional Contracts &amp; Svs</b>		<b>7,383,793</b>	<b>10,126,489</b>	<b>1,600,357</b>	<b>3,432,327</b>	<b>5,093,805</b>	<b>49.70%</b>
Maint Supplies & Services	442	407,000	415,000	94,874	320,126	-	100.00%
Maintenance Contracts	443	5,020,192	5,073,883	1,540,543	1,880,746	1,652,594	67.43%
Rental - Equip & Facilities	444	997,278	353,680	79,459	114,258	159,963	54.77%
Building Improvements	445	365,000	588,632	205,960	124,092	258,579	56.07%
<b>Purchased Property Services</b>		<b>6,789,470</b>	<b>6,431,195</b>	<b>1,920,836</b>	<b>2,439,223</b>	<b>2,071,136</b>	<b>67.80%</b>
Transportation	551	29,106,881	29,088,048	6,450,949	18,782,369	3,854,730	86.75%
Communications	553	1,915,759	2,038,517	1,385,877	49,829	602,811	70.43%
Advertising	554	24,371	23,461	4,528	-	18,933	19.30%
Printing & Binding	555	28,075	27,085	2,000	-	25,085	7.38%
Tuition	556	97,381,575	87,350,049	384,093	22,664,478	64,301,479	26.39%
Travel & Conferences	558	139,870	143,314	13,029	190	130,095	9.22%
Misc Services	559	513,340	586,517	158,960	109,732	317,826	45.81%
<b>Systemwide Purchased Svs</b>		<b>129,109,871</b>	<b>119,256,991</b>	<b>8,399,435</b>	<b>41,606,598</b>	<b>69,250,958</b>	<b>41.93%</b>
Instructional & Other Supplies	610	2,014,393	2,080,700	674,926	813,613	592,161	71.54%
Utilities	620	6,939,486	6,939,486	1,953,864	7,710,443	(2,724,821)	139.27%
Text & Library Books	640	17,710	17,710	46	-	17,664	0.26%
Misc Supplies	690	348,445	432,877	117,233	54,419	261,225	39.65%
<b>Supplies &amp; Materials Total</b>		<b>9,320,035</b>	<b>9,470,773</b>	<b>2,746,069</b>	<b>8,578,475</b>	<b>(1,853,770)</b>	<b>119.57%</b>
Equipment	730	239,557	185,180	51,808	20,051	113,321	38.80%
<b>Outlay Total</b>		<b>239,557</b>	<b>185,180</b>	<b>51,808</b>	<b>20,051</b>	<b>113,321</b>	<b>38.80%</b>
Organization Dues	810	116,646	140,789	89,088	3,535	48,167	65.79%
Legal Judgments	820	120,000	120,000	3,195	-	116,805	2.66%
Other Operating Expenses	899	(11,138,599)	(161,357)	(4,740)	70,355	(226,972)	-40.66%
<b>Other Misc Expend Total</b>		<b>(10,901,953)</b>	<b>99,432</b>	<b>87,543</b>	<b>73,890</b>	<b>(62,001)</b>	<b>162.35%</b>
Fringe Benefits/Insurances	990	35,234,107	34,667,783	8,510,878	78,583	26,078,322	24.78%
Contingency	998	-	-	-	-	-	0.00%
Indirect	999	(1,883,282)	(1,883,282)	1,062	-	(1,884,345)	-0.06%
<b>Sundry Total</b>		<b>33,350,825</b>	<b>32,784,501</b>	<b>8,511,940</b>	<b>78,583</b>	<b>24,193,978</b>	<b>26.20%</b>
<b>General Fund Budget Total</b>		<b>284,013,274</b>	<b>284,013,274</b>	<b>50,023,577</b>	<b>56,229,146</b>	<b>177,760,550</b>	<b>37.41%</b>



Special Fund Budget  
 Financial Position Report as of 11/18/2024  
 For: 7/1/2024 to 10/31/2024 Period: 1 to 4



Grant Name	Grant Year	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	YTD Expenditures	YTD Encumbered/Committed	Balance	Year To Date Revenue	Revenue Not Yet Received
<b>Federal Grants:</b>								
AMERICAN RESCUE PLAN ARP-ESSER III	2021	-	-	11,170	-	-11,170	38,589,862	NMF
ARP ESSER SPPT	2023	-	127,511	154,238	1,926	-28,653	0	127,511
ARP HCY II HOMELESS CHILDREN & YOUTH	2021	-	187,616	182,175	4,164	1,278	0	187,616
ARP/ESSER HCYI Homeless Child&Youth	2022	-	64,800	64,794	-	6	0	64,800
ARPA - FAESA Completion	2024	-	3,880	-	-	3,880	0	3,880
ARPA - PRIORITY SCH DIST-FAITH ACTS	2021	-	548,939	354,921	-	194,018	0	548,939
ARPA DUAL CREDIT EXPANSION	2024	-	90,000	3,097	-	86,903	0	90,000
ARPA EXPAND SUPP FOR L.E.A.P.	2023	-	193,981	213,843	-	-19,862	0	193,981
ARPA RIGHT TO READ	2023	-	650,713	456,500	43,202	151,011	0	650,713
ARPA SUMMER MENTAL HEALTH SUPPORTS	2025	-	42,522	26,844	3,000	12,678	0	42,522
ARP-ESSER III subgrant SEIG	2022	-	-	294	-	-294	0	0
CARL D. PERKINS	2023	-	-	-	-	0	-17,350	Refund
CARL D. PERKINS	2025	640,000	640,000	62,607	-	577,393	0	640,000
CONSOLIDATED TITLE 3 IMMIGRANT	2024	-	9,000	-	-	9,000	0	9,000
CT CHILDREN MEDICAL CENTER-DWORKIN	2024	-	911,770	223,919	175,500	512,352	0	911,770
Ct Stronger Connections Grant	2024	343,641	343,641	64,726	-	278,915	0	343,641
ESSER (COVID-19) CARES ACT	2020	-	-	-	-	0	-25,353	Refund
FULL SERVICE COMMUNITY SCHOOLS GRAN	2024	-	402,026	61,888	-	340,138	53,064	348,962
IDEA PART B SECTION 611	2022	-	-	-	-	0	-30,838	Refund
IDEA PART B SECTION 611	2024	1,000,000	2,955,695	677,842	491,446	1,786,407	0	2,955,695
IDEA PART B SECTION 611	2025	6,800,000	6,800,000	1,928,200	808,614	4,063,186	0	6,800,000
IDEA PART B, SECTION 619 PRE-SCHOOL	2022	-	-	-	-	0	-643	Refund
IDEA PART B, SECTION 619 PRE-SCHOOL	2024	-	215,651	25,074	-	190,576	0	215,651
IDEA PART B, SECTION 619 PRE-SCHOOL	2025	233,265	233,265	5,338	2,075	225,851	0	233,265
IDEA PartB-Transition Support Act.	2024	-	40,000	36,227	3,105	668	0	40,000
IDEAPartB-Extended Supp. Para (ESP)	2024	-	5,000	3,790	-	1,210	0	5,000
MCK-VENTO HOMELESS COUNTINUATIDN 2	2024	-	5,043	5,078	-	-36	0	5,043
MCK-VENTO HOMELESS COUNTINUATION 2	2025	32,400	32,400	1,757	-	30,643	0	32,400
OD ESSA SIG - ML KING	2025	-	-	38,335	-	-38,335	0	0
OD ESSA SIG C02-BURNS	2023	-	1,153	1,110	-	43	0	1,153
OD ESSA SIG C02-BURNS	2025	-	-	30,246	-	-30,246	0	0
OD ESSA SIG C02-MILNER	2023	-	14,366	14,356	-	10	0	14,366
OD ESSA SIG C02-MILNER	2025	-	-	52,648	-	-52,648	0	0
OD ESSA SIG C02-MLKING	2023	-	3,708	-	-	3,708	0	3,708
OD ESSA SIG C02-SAND	2023	-	29,730	-	-	29,730	0	29,730
OD ESSA SIG C02-SAND	2024	-	-	12,174	-	-12,174	0	0
OD ESSA SIG C02-SAND	2025	-	-	97,581	-	-97,581	0	0
OD ESSA SIG C02-SMSA	2025	-	-	79,263	-	-79,263	0	0
OD ESSA SIG C02-WISH	2023	-	405	405	-	0	0	405
OD ESSA SIG C02-WISH	2024	-	-	30,458	4,157	-34,615	0	0
OD ESSA SIG C02-WISH	2025	-	-	81,693	-	-81,693	0	0
OD ESSA SIG C02-WHS	2023	-	9,145	-	-	9,145	0	9,145
SPECIAL EDUCATION ACTIVITIES-STIPND	2022	-	-	-	-	0	-4,000	Refund
TITLE 1 PART A 1003 SIG (BELLIZZI)	2020	-	-	-	-	0	-15,019	Refund
TITLE 1, PART D, NEG & DEL	2025	56,000	56,000	-	-	56,000	0	56,000
TITLE 2 PART A, TEACHERS	2020	-	-	-	-	0	-1,817	Refund
TITLE 2 PART A, TEACHERS	2022	-	-	-	-	0	-17,019	Refund
TITLE 2 PART A, TEACHERS	2024	-	178,116	120,242	-	57,875	0	178,116
TITLE 2 PART A, TEACHERS	2025	1,025,000	1,025,000	334,090	32	690,878	0	1,025,000
TITLE 3 PART A, ENGLISH LANGUAGE	2020	-	-	-	-	0	-652	Refund
TITLE 3 PART A, ENGLISH LANGUAGE	2022	-	-	-	-	0	-5,519	Refund
TITLE 3 PART A, ENGLISH LANGUAGE	2024	213,921	308,624	87,917	-	220,707	0	308,624
TITLE 3 PART A, ENGLISH LANGUAGE	2025	495,000	495,000	92,932	8,895	393,173	0	495,000
TITLE I IMPROVING BASIC PROGRAMS	2022	-	-	-	-	0	-9,820	Refund
TITLE I IMPROVING BASIC PROGRAMS	2024	1,524,718	3,204,531	806,370	1,079,457	1,318,704	0	3,204,531
TITLE I IMPROVING BASIC PROGRAMS	2025	14,600,281	12,625,000	2,280,849	42,844	10,301,307	0	12,625,000
TITLE IV-A SOC SUPPT & ACAD ENRICH	2020	-	-	-	-	0	-1,932	Refund
TITLE IV-A SOC SUPPT & ACAD ENRICH	2023	-	-	-	-	0	-76,134	Refund
TITLE IV-A SOC SUPPT & ACAD ENRICH	2024	-	649,273	88,852	-	560,421	0	649,273
TITLE IV-A SOC SUPPT & ACAD ENRICH	2025	920,000	920,000	173,080	180	746,760	0	920,000
<b>Total Federal Grants:</b>		<b>27,884,227</b>	<b>34,023,504</b>	<b>8,986,903</b>	<b>2,668,586</b>	<b>22,368,005</b>	<b>38,436,830</b>	<b>33,970,440</b>



Special Fund Budget  
 Financial Position Report as of 11/18/2024  
 For: 7/1/2024 to 10/31/2024 Period: 1 to 4



Grant Name	Grant Year	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	YTD Expenditures	YTD Encumbered/Committed	Balance	Year To Date Revenue	Revenue Not Yet Received
<b>State Grants:</b>								
ADULT EDUCATION - PROVIDER (STATE)	2025	2,050,000	2,050,000	399,692	55,635	1,594,673	1,335,763	714,237
ADULT EDUCATION CEE1-LITERACY VOL	2025	7,800	7,800	-	-	7,800	0	7,800
ADULT EDUCATION CEE2 - URBAN LEAGUE	2025	117,000	117,000	-	-	117,000	85,894	31,106
ALLIANCE - GOVENORS TURNAROUND	2025	36,235,687	36,235,687	8,379,327	2,449,100	25,407,259	0	36,235,687
ALLIANCE DIST. INC. ED. DIVERSITY	2025	319,858	639,316	34,574	-	604,742	0	639,316
COMMISSIONER'S NETWORK S1 HPHS	2023	-	-	-	-	0	-28,012	Refund
COMMISSIONER'S NETWORK S1 HPHS	2025	795,000	795,000	-	-	795,000	0	795,000
COMMISSIONER'S NETWORK S2-McDonough	2023	-	-	-	-	0	-71,503	Refund
COMMISSIONER'S NETWORK S2-McDonough	2025	600,000	535,165	29,759	976	504,430	0	535,165
CT DEPT OF PUBLIC HEALTH	2025	925,000	925,000	161,027	-	763,973	0	925,000
ESSA SIG Competitive	2024	-	54,649	4,145	-	50,504	0	54,649
EXTENDED SCHOOL HOUR	2025	334,000	334,000	-	-	334,000	0	334,000
EXTENDED SCHOOL HOURS	2023	-	-	-	-	0	-54,094	Refund
FAMILY RESOURCE CENTER PROGRAM	2025	563,145	563,145	-	-	563,145	0	563,145
FIRST ROBOTICS GRANT UHSSE	2023	-	-	-	-	0	-2,197	Refund
INTERDIST MAGNET ACADEMIC/EXTRAPROG	2023	-	-	-	-	0	-30,059	Refund
LOW PERFORMING SCHOOLS	2023	-	5,232	1,198	-	4,034	0	5,232
LP2 - Education Finance Reform	2025	-	175,000	174,971	-	29	175,000	0
LP2Education Finance Reform Tuition	2025	-	5,000,000	-	-	5,000,000	5,000,000	0
MAGNET ACAD/SOC INCREASE ACCEPTANCE	2023	-	-	-	-	0	-90,597	Refund
MAGNET ACADEMIC/SOC SUPPORT 830	2021	-	-	-	-	0	5,730	NMF
MAGNET DEVELOPMENT & PLANNING	2023	-	-	-	-	0	-802	Refund
MAGNET SCHOOL JOINT MAGNET OFFICE	2025	200,000	200,000	35,108	-	164,892	0	200,000
MAGNET SCHOOL OPERATING GRANT	2025	49,465,225	49,712,451	11,330,445	1,169,658	37,212,348	34,798,716	14,913,735
OPEN CHOICE SLOTS (RECEIVING DIST)	2025	90,000	90,000	15,742	-	74,258	0	90,000
PAREducator STIPEND	2025	-	-	-	-	0	280,007	NMF
PARENT TRUST FUND GRANT	2023	-	-	-	-	0	-6,615	Refund
PRIORITY SCHOOL DISTRICTS	2025	4,400,000	4,400,000	974,046	1,460	3,424,494	0	4,400,000
PSD-SUMMER SCHOOL	2025	388,000	387,422	202,205	-	185,217	0	387,422
PUBLIC, EDUCATIONAL & GOV. PEGPETIA	2024	-	20,433	-	20,433	0	0	20,433
SBHC-MATERNAL HEALTH & CHILD BLOCK	2025	125,000	125,000	28,518	-	96,482	0	125,000
SCHOOL READINESS GRANT	2025	2,190,000	2,190,000	363,120	-	1,826,880	0	2,190,000
SCHOOL SECURITY GRANT	2024	-	59,163	-	-	59,163	0	59,163
SHEFF MARKETING GRANT	2023	-	-	-	-	0	-61,714	Refund
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2023	-	-	-	-	0	-903	Refund
SHEFF SETTLEMENT-OC ACADEMIC/SOCIAL	2024	-	-	61	-	-61	0	0
STATE BILINGUAL EDUCATION	2023	-	-	-	-	0	-107,038	Refund
STATE BILINGUAL EDUCATION	2025	368,000	368,000	98,847	-	269,153	0	368,000
<b>Total State Grants:</b>		<b>99,173,515</b>	<b>104,989,463</b>	<b>22,232,782</b>	<b>3,697,263</b>	<b>79,059,417</b>	<b>41,227,576</b>	<b>63,594,090</b>



Special Fund Budget  
 Financial Position Report as of 11/18/2024  
 For: 7/1/2024 to 10/31/2024 Period: 1 to 4



Grant Name	Grant Year	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	YTD Expenditures	YTD Encumbered/Committed	Balance	Year To Date Revenue	Revenue Not Yet Received
<b>Private/Foundation Grants/Fees:</b>								
BARR FOUNDATION G-II	2024	-	235,775	14,187	2,500	219,088	0	235,775
BARR FOUNDATION G-II	2025	-	-	-	-	0	126,000	NMF
CAS UNIFIED SPORTS/SPECIAL OLYMPICS	2024	-	1,000	-	-	1,000	0	1,000
CT COALITION AGAINST DOMESTIC VIOLE	2022	-	327	-	-	327	0	327
CT COALITION AGAINST DOMESTIC VIOLE	2024	-	2,000	-	-	2,000	0	2,000
DALIO FOUNDATION	2024	-	-	2,804	-	-2,804	0	0
DALIO FOUNDATION	2025	-	-	-	-	0	12,000	NMF
FEE COLLECTION REPLACE TIME CARDS	2024	-	-	-	-	0	565	NMF
FINGERPRINTING FEE COLLECTION	2025	-	-	-	-	0	3,635	NMF
GRANTS ACCOUNTING SUNDRY	2099	-	-	(15,278)	-	15,278	0	0
HARTFDRD FOUNDATION PUBLIC GIVING	2025	-	35,200	1,686	-	33,514	35,250	NMF
HARTFORD HEALTHCARE	2024	-	7,229	-	-	7,229	0	7,229
HARTFORD HEALTHCARE	2025	-	9,000	-	-	9,000	9,000	0
HFD PRE-K MAGNET AFTERCARE FEE COLL	2024	-	-	5,212	-	-5,212	0	0
HFD PRE-K MAGNET AFTERCARE FEE COLL	2025	-	-	10,411	-	-10,411	25,980	NMF
INDOOR/OUTDOOR INVITATIONAL	2022	-	-	-	-	0	-36,739	Transfer
INDOOR/OUTDOOR INVITATIONAL	2025	-	36,739	-	-	36,739	36,739	Transfer
INSURANCE BILLING - MEDICAID(SBCH)	2025	2,500,000	2,500,000	522,208	-	1,977,792	264,960	2,235,040
INSURANCE BILLING - MEDICAL REIMB	2023	-	-	158,474	-	-158,474	0	0
INSURANCE BILLING - MEDICAL REIMB	2024	389,887	389,887	278,972	-	110,915	0	389,887
INSURANCE BILLING - MEDICAL REIMB	2025	2,100,000	2,100,000	134,628	26,231	1,939,141	163,831	1,936,169
ISIDORE & SELMA WISE TRAVEL FOUND	2023	-	7,221	3,044	-	4,178	0	7,221
ISIDORE & SELMA WISE TRAVEL FOUND	2024	-	14,370	430	-	13,940	0	14,370
LITTLE OWLS PROGRAM	2024	-	21,240	459	-	20,781	0	21,240
PARTNERSHIP FUNDS (VARIOUS SOURCES)	2024	-	1,029	-	-	1,029	0	1,029
PRATT & WHITNEY	2022	-	24,570	-	-	24,570	0	24,570
QUALVOICE LLC	2022	-	4,629	-	-	4,629	0	4,629
SCHOFF & REARDON PLLC	2023	-	7,209	-	-	7,209	0	7,209
SCHOOL BASED HEALTH ALLIANCE	2025	-	386,901	43,241	1,142	342,518	449,101	NMF
SCHOOL READINESS-PARENT FEE COLLECT	2023	-	5,666	-	-	5,666	0	5,666
SCHOOL READINESS-PARENT FEE COLLECT	2024	-	55,046	-	-	55,046	19,151	35,895
SCHOOL READINESS-PARENT FEE COLLECT	2025	150,000	150,000	43,859	449	105,691	0	150,000
SPECIAL EDUCATION EXCESS COST	2025	9,000,000	9,000,000	627,636	4,464,592	3,907,773	0	9,000,000
THE STATE EDUCATION RESOURCE CENTER	2023	-	-	-	-	0	-2,500	Refund
TRAVELERS	2022	-	72,000	1,570	7,000	63,430	0	72,000
TRAVELERS	2024	-	20,359	175	-	20,184	0	20,359
TUITION BILLING - SPECIAL EDUCATION	2024	-	-	9,867	-	-9,867	0	0
TUITION BILLING - SPECIAL EDUCATION	2025	4,200,000	4,200,000	810,406	-	3,389,594	37,333	4,162,667
WHOLESCHOOL MINDFULNESS	2025	-	-	-	-	0	6,250	NMF
<b>Total Private/Foundation Grants/Fees:</b>		<b>18,339,887</b>	<b>19,287,397</b>	<b>2,653,991</b>	<b>4,501,913</b>	<b>12,131,492</b>	<b>1,160,566</b>	<b>18,136,841</b>
<b>Total All Grants:</b>		<b>146,397,629</b>	<b>168,300,364</b>	<b>33,873,677</b>	<b>10,867,772</b>	<b>113,658,914</b>	<b>80,814,961</b>	<b>116,701,371</b>



Special Education  
 Financial Position Report as of 11/26/2024  
 For: 7/1/2024 to 10/31/2024 Period: 1 to 4



Description	Series	FY 2024-25 Adopted Budget	FY 2024-25 Adjusted Budget	Year To Date Expenditures	Year To Date Encumbered/ Committed	Balance	% Used
<b>Tuition</b>							
TUITION-CHARTER SCHLS IN STATE	555640	949,350	799,350	-	-	799,350	0.00%
TUITION-PRIVATE SCHOOLS	555630	34,279,535	34,457,824	3,108,697	28,308,072	5,041,055	85.37%
TUITION-SCH DISTRICT OUT STATE	555620	161,863	161,863	34,503	103,133	24,227	85.03%
TUITION-SCH DISTRICTS IN STATE	555610	53,451,300	53,451,300	(842,708)	2,496,402	51,797,606	3.09%
<b>Tuition Total</b>		<b>88,842,048</b>	<b>88,870,337</b>	<b>2,300,491</b>	<b>28,907,607</b>	<b>57,662,239</b>	<b>35.12%</b>
<b>Non-Tuition</b>							
AWARDS & INCENTIVES - STUDENTS	566904	3,000	7,538	4,554	684	2,300	69.49%
BUS TICKETS	555107		5,000	4,998	-	2	99.96%
CLERICAL-OT	512322		-	1,801	-	(1,801)	0.00%
CLERICAL-REG	512320	139,774	139,774	47,971	-	91,803	34.32%
COMPUTER/TECH RELATED HARDWARE	577348	37,546	46,779	1,033	224	45,522	2.69%
CONTRACTUAL AUTO ALLOWANCE	555802	4,080	6,540	480	-	6,060	7.34%
COORD/ASST-REG	512160	115,741	115,741	40,064	-	75,677	34.62%
DIRECTOR/ASST-REG	511040	1,736,832	1,317,765	591,966	-	725,800	44.92%
EQUIP/VEHICLE RENTAL	544420		4,191	484	484	3,223	23.11%
EQUIPMENT	577340		1,377	525	-	852	38.10%
FIELD TRIPS	533240		1,300	-	-	1,300	0.00%
FRINGE BENEFITS-CERT	529997	5,069,309	5,110,924	872,570	-	4,238,354	17.07%
FRINGE BENEFITS-NON-CERT	529998	5,631,535	5,831,307	912,905	-	4,918,403	15.66%
FURNITURE/FIXTURES	577341	2,454	2,454	190	-	2,264	7.74%
GRADUATION EXPENSES	566901	1,700	1,700	-	-	1,700	0.00%
INSTRUCTIONAL SUPPLIES	566110	37,722	38,116	669	528	36,919	3.14%
INTERNET COMMUNICATIONS	555303	47,163	78,811	55,315	-	23,497	70.19%
MILEAGE REIMBURSEMENT (TRAVEL)	555900	15,500	20,726	1,922	-	18,804	9.27%
MISC PURCHASED SVS	555900		200	78	2,188	(2,066)	1132.90%
NURSE-PT	512461		-	594	-	(594)	0.00%
OFFICE SUPPLIES & EXPENSES	566120	10,000	22,760	335	1,065	20,760	8.79%
ORGANIZATION DUES AND FEES	588100	3,000	3,000	3,000	-	-	100.00%
OTHER PROF TECH SVS	533305	127,000	150,069	-	-	150,069	0.00%
PARAPROFESSIONAL-PT	512541		-	1,004	-	(1,004)	0.00%
PARAPROFESSIONAL-REG	512540	667,979	667,979	116,002	-	551,978	17.37%
PARENT ACTIVITIES	533250	1,500	4,000	-	-	4,000	0.00%
POSTAGE	555301	2,898	5,046	-	-	5,046	0.00%
PRIN/VP-REG	511240	154,648	154,648	56,873	-	97,775	36.78%
PRINTING & BINDING	555500	2,500	-	-	-	-	0.00%
PUPIL SVS: NON-PYRL SVS	533230	925,960	1,450,222	118,296	696,249	635,677	56.17%
RENTAL OF CHAIRS TABLES ETC.	544038		2,500	-	-	2,500	0.00%
SOC WKR-REG	511400	175,820	175,820	27,421	-	148,399	15.60%
STAFF DEVELOPMENT	533303	20,495	59,239	44,990	6,500	7,749	86.92%
SUPPLIES AND MATERIALS	566909	16,490	103,229	52,171	8,185	42,874	58.47%
SUPPORTIVE STAFF-PT	512281	14,180	11,208	169	-	11,019	1.68%
SUPPORTIVE STAFF-REG	512280	161,664	161,664	85,301	-	76,363	52.76%
TCHR-STIPENDS & ATHLETIC COACH	511365	240,210	208,210	3,000	-	205,210	1.44%
TEACHER-PT	511361	227,500	233,000	70,640	-	162,360	30.32%
TEACHER-REG	511360	19,293,574	19,810,393	2,999,352	-	16,811,041	15.14%
TECHNOLOGY RELATED SUPPLIES	566504	11,000	10,917	5,342	1,266	4,309	60.53%
TESTING MATERIALS	566112	38,745	106,383	70,514	-	35,869	66.28%
TRAINING SUPPLIES	566113	2,100	2,100	-	-	2,100	0.00%
<b>Non-Tuition Total</b>		<b>35,139,619</b>	<b>36,072,630</b>	<b>6,192,546</b>	<b>717,973</b>	<b>29,162,111</b>	<b>19.16%</b>
<b>Special Education Total</b>		<b>123,981,667</b>	<b>124,942,967</b>	<b>8,493,038</b>	<b>29,625,580</b>	<b>86,824,350</b>	<b>30.51%</b>



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

Thursday, December 05, 2024  
Municipal Accountability Review Board  
450 Capitol Avenue  
Hartford, CT 06106

To Honorable Members:

Attached is a summary of revenues and expenditures through October 30, 2024. With four months accrued in fiscal year 2024-2025, the below major funds have collected or expended:

	<b>Revenue Collected</b>	<b>Expenditure To Date</b>
City	44.51%	22.94%
Sewer Fund	47.05%	21.99%
AFD	62.27%	23.28%

## **General Fund Revenue**

- The city has collected 49.75% of the tax budget through October 2024.
  - The city continues to monitor current year taxes on the motor vehicle accounts.
- The city received additional state revenue for the Motor vehicle Cap Tax of \$325K.
- Current bank balances continue to generate favorable bank interest.
  - YTD of \$1.2M compared to FY 2024 of \$944K
- Building permits are slightly down when you compare year over year.
  - Building permits are based on the construction period and fluctuate month over month.
- The City received payments totaling \$46K from Green skies for their lease/construction

## **General Fund Expenditures**

- The city will continue to monitor expenditure, primarily overtime and vacancies. Some OT accounts have seen increased expenditures from July 2024 through October 2024.
  - Assessors is due to Revaluation
  - Finance is audit and compliance work.
  - Corporation counsel is council administrator OT
- City agencies spend the months of July to September encumbering most of their budgets and accounting for any adjustments needed.
- All other expenditures are on track for budget

**MONTHLY FINANCIAL REPORT GENERAL FUND  
OCTOBER 2024**

	<i>FY 2024-25</i>	<i>FY 2024-25</i>	<i>Surplus/(Deficit)</i>
	<b>BOA</b>	<b>FORECASTED</b>	<b>Net Change</b>
EXPENDITURES	\$182,597,920	\$182,440,420	\$157,500
REVENUE	\$182,597,920	\$183,163,269	\$565,349
+/-			
<b>BALANCE SURPLUS / (DEFICIT)</b>			<b>\$722,849</b>

Beginning Year Fund Balance	\$20,632,951
 FY 2024-2025 Forecast Operating Surplus / (Deficit)	 \$722,849
 Forecasted Ending Fund Balance FY 2025	 <u><u><b>\$21,355,800</b></u></u>
 Fund Balance as a Percentage of FY 25 Expenditures	 11.71%

**Fund Balance History (GF)**

<b>Fiscal Year</b>	<b>Fund Balance Start of Year</b>	<b>GF Operating Results</b>	<b>Fund Balance Assigned or NonSpendable</b>	<b>Fund Balance Ending</b>	<b>Pct Change Prior</b>
2020	\$1,358,918	\$2,216,753	\$0	\$3,575,671	
2021	\$3,575,671	\$2,090,696	\$0	\$5,666,367	58.47%
2022	\$5,666,367	\$2,316,767	\$0	\$7,983,134	40.89%
2023	\$7,983,134	\$6,775,812	\$0	\$14,758,946	84.88%
2024	\$14,758,946	\$5,874,005	\$0	\$20,632,951	39.80%
2025	\$20,632,951	\$722,849	\$0	\$21,355,800	3.50%

**\*\*FY 2024 are based on Pre-Audit figures**



MONTHLY FINACIAL REPORT  
FORECASTED YEAR END SUMMARY REPORT  
AS OF OCTOBER 2024

	<b>GENERAL FUND</b>	<b>ALLINGTOWN FIRE DEPARTMENT</b>	<b>SEWER FUND</b>
<b>REVENUES</b>			
PROPERTY TAXES	\$115,379,224	\$6,933,660	\$0
CHARGES - CURRENT SERVICES	\$1,855,900	\$104,000	\$13,402,604
FINES, FORFEITS & PENALTIES	\$249,924	\$0	\$0
INTERGOVERNMENTAL EDUCATION	\$45,223,487	\$0	\$0
INTERGOVERNMENTAL CITY	\$12,092,003	\$0	\$0
INTERGOVERNMENTAL OTHER	\$0	\$1,818,541	\$0
INVESTMENT INCOME	\$2,522,500	\$0	\$0
LICENSES & PERMITS	\$2,626,250	\$0	\$0
MISCELLANOUS REVENUE	\$3,213,980	\$149,166	\$0
<b>TOTAL REVENUES</b>	<b><u>\$183,163,269</u></b>	<b><u>\$9,005,367</u></b>	<b><u>\$13,402,604</u></b>
<b>EXPENDITURES</b>			
GENERAL GOVERNMENT	\$2,605,291	\$0	\$0
PLANNING & DEVELOPMENT	\$1,589,858	\$0	\$0
FINANCE	\$3,814,742	\$0	\$0
PUBLIC SAFETY	\$20,509,593	\$9,005,367	\$0
PUBLIC WORKS	\$14,144,789	\$0	\$13,402,604
HUMAN RESOURCES/HUMAN SERVICES	\$3,021,517	\$0	\$0
LIBRARY	\$1,833,089	\$0	\$0
DEBT SERVICE	\$14,888,446	\$0	\$0
BENEFITS	\$23,504,440	\$0	\$0
CITY INSURANCE - PREMIUMS	\$2,199,781	\$0	\$0
OTHER AGENCIES	\$2,368,453	\$0	\$0
EDUCATION	\$91,960,421	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b><u>\$182,440,420</u></b>	<b><u>\$9,005,367</u></b>	<b><u>\$13,402,604</u></b>

MONTHLY FINACIAL REPORT  
GENERAL FUND REVENUE SUMMARY  
AS OF MONTH ENDING OCTOBER 2024

	FISCAL YEAR 2021	FISCAL YEAR 2022	FISCAL YEAR 2023	FISCAL YEAR 2024	FISCAL YEAR 2025
<b>REVENUES</b>					
PROPERTY TAXES	\$53,582,964	\$55,006,640	\$54,823,759	\$56,824,497	\$57,595,270
CHARGES - CURRENT SERVICES	\$319,696	\$707,815	\$621,495	\$626,944	\$540,781
FINES, FORFEITS & PENALTIES	\$185,303	\$135,025	\$15,316	\$46,308	\$60,585
INTERGOVERNMENTAL EDUCATIC	\$10,349,826	\$10,349,826	\$10,349,826	\$9,521,840	\$10,349,826
INTERGOVERNMENTAL CITY	\$6,148,086	\$9,088,937	\$2,033,000	\$11,436,472	\$10,608,142
INVESTMENT INCOME	\$46,387	\$33,626	\$213,239	\$944,523	\$1,245,987
LICENSES & PERMITS	\$565,435	\$740,287	\$518,954	\$1,162,709	\$559,677
MISCELLANEOUS REVENUE	\$1,070,659	\$1,536,761	\$368,842	\$329,177	\$305,177
<b>TOTAL REVENUES</b>	<b>\$72,268,357</b>	<b>\$77,598,916</b>	<b>\$68,944,431</b>	<b>\$80,892,470</b>	<b>\$81,265,444</b>

	FISCAL YEAR 2021	FISCAL YEAR 2022	FISCAL YEAR 2023	FISCAL YEAR 2024	FISCAL YEAR 2025
<b>CURRENT YEAR TAX COLLECTIONS</b>					
JULY	\$33,148,781	\$43,227,207	\$43,231,194	\$47,676,095	\$50,266,302
AUGUST	\$18,217,098	\$9,605,498	\$9,743,426	\$7,067,184	\$4,662,514
SEPTEMBER	\$1,035,740	\$648,133	\$893,610	\$945,347	\$1,102,726
OCTOBER	\$593,125	\$1,002,338	\$470,591	\$443,450	\$517,432
NOVEMBER	\$0	\$0	\$0	\$0	\$0
DECEMBER	\$0	\$0	\$0	\$0	\$0
JANUARY	\$0	\$0	\$0	\$0	\$0
FEBRUARY	\$0	\$0	\$0	\$0	\$0
MARCH	\$0	\$0	\$0	\$0	\$0
APRIL	\$0	\$0	\$0	\$0	\$0
MAY	\$0	\$0	\$0	\$0	\$0
JUNE	\$0	\$0	\$0	\$0	\$0
<b>TOTAL COLLECTION</b>	<b>\$52,994,745</b>	<b>\$54,483,175</b>	<b>\$54,338,820</b>	<b>\$56,132,076</b>	<b>\$56,548,974</b>
BUDGET	\$101,087,283	\$103,157,440	\$103,667,510	\$107,922,316	\$113,670,774
% TOTAL	52.42%	52.82%	52.42%	52.01%	49.75%
CITY MILL RATE	37.48	34.00	34.00	34.81	36.57

**MONTHLY FINANCIAL REPORT GENERAL FUND  
MONTH ENDING OCTOBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 OCTOBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
CURRENT PROPERTY TAX LEVY	\$54,273,748	\$56,132,848	\$517,432	\$56,549,044	\$112,049,448	\$112,370,774	(\$321,326)
PRIOR YEAR TAX LIEN SALE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CURRENT PROPERTY TAX INTEREST	\$111,264	\$88,109	\$19,768	\$99,234	\$500,000	\$500,000	\$0
PRIOR YEARS TAX INTEREST	\$73,177	\$78,743	\$29,551	\$233,170	\$308,000	\$308,000	\$0
SUSPENSE INTEREST	\$81,809	\$58,577	\$20,108	\$71,600	\$200,000	\$150,000	\$50,000
<i>SUB-TOTAL</i>	<u>\$266,250</u>	<u>\$225,429</u>	<u>\$69,427</u>	<u>\$404,005</u>	<u>\$1,008,000</u>	<u>\$958,000</u>	<u>\$50,000</u>
PA 76-338 MOTOR VEHICLE SUPPLM	\$65,073	(\$772)	\$0	(\$70)	\$1,256,777	\$1,300,000	(\$43,223)
PRIOR YEARS TAX LEVY	\$136,410	\$396,268	\$108,073	\$559,481	\$800,000	\$600,000	\$200,000
SUSPENSE TAXES	\$82,279	\$70,724	\$23,455	\$82,809	\$175,000	\$150,000	\$25,000
OUT OF STATE MOTOR VEH COLLECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MTS FEE COLLECTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
non current per. prop. tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OUT OF STATE MOTOR VEH COLLECT PLATES	\$0	\$0	\$0	\$0	\$90,000	\$90,000	\$0
<i>SUB-TOTAL</i>	<u>\$283,761</u>	<u>\$466,220</u>	<u>\$131,528</u>	<u>\$642,220</u>	<u>\$2,321,777</u>	<u>\$2,140,000</u>	<u>\$181,777</u>
<b>PROPERTY TAXES TOTAL</b>	<u><b>\$54,823,759</b></u>	<u><b>\$56,824,497</b></u>	<u><b>\$718,388</b></u>	<u><b>\$57,595,270</b></u>	<u><b>\$115,379,224</b></u>	<u><b>\$115,468,774</b></u>	<u><b>(\$89,550)</b></u>

**MONTHLY FINANCIAL REPORT GENERAL FUND  
MONTH ENDING OCTOBER 2024**

<b>REVENUE CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLLECTION</b>	<b>FY 2025 YTD COLLECTION</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
RECORD LEGAL INSTRUMENT FEES	\$554,458	\$484,486	\$94,808	\$442,718	\$1,555,000	\$1,555,000	\$0
DEMOLITION REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER ADMIN, CONCESSIONS & FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUNDRY - OTHER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS PUBLIC WORKS	\$205	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - GENERAL GOV'T	\$12,678	\$58,105	\$523	\$8,534	\$125,000	\$125,000	\$0
MISCELLANEOUS - SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISC. - PARKS & RECREATION	\$37,553	\$74,300	\$8,305	\$78,688	\$150,000	\$150,000	\$0
WEST HAVEN UNITED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POLICE CHARGES	\$4,258	\$2,791	\$409	\$6,337	\$12,900	\$12,900	\$0
POLICE/FD EXTRA DUTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POLICING PROJECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ALL OTHER-PUBLIC WORKS	\$12,344	\$7,263	\$0	\$4,505	\$13,000	\$13,000	\$0
HEALTH FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - WELFARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS - SCHOOLS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>CHARGES - CURRENT SERVICES TOTAL</b>	<b>\$621,495</b>	<b>\$626,944</b>	<b>\$104,045</b>	<b>\$540,781</b>	<b>\$1,855,900</b>	<b>\$1,855,900</b>	<b>\$0</b>
FINES & PENALTIES - TAX	\$10,097	\$29,277	\$0	\$27,928	\$72,606	\$72,606	\$0
BLDG CODE VIOLATIONS	\$0	\$1,352	\$0	\$0	\$2,318	\$2,318	\$0
BLIGHT LIENS	\$0	\$0	\$0	\$8,540	\$65,000	\$65,000	\$0
PARKING TAGS	\$5,219	\$15,679	\$42	\$24,117	\$50,000	\$50,000	\$0
NON-RESIDENT LANDLORD FEE	\$0	\$0	\$0	\$0	\$60,000	\$60,000	\$0
<b>FINES, FORFEITS &amp; PENALTIES TOTAL</b>	<b>\$15,316</b>	<b>\$46,308</b>	<b>\$42</b>	<b>\$60,585</b>	<b>\$249,924</b>	<b>\$249,924</b>	<b>\$0</b>

**MONTHLY FINANCIAL REPORT GENERAL FUND  
MONTH ENDING OCTOBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 OCTOBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
FEDERAL EMERGENCY MGMT AGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMUNITY DEV BLOCK GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FEDERAL MISCELLANEOUS GRANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE GRANTS	\$10,671	\$0	\$0	\$0	\$0	\$0	\$0
TOBACCO SETTLEMENT GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PILOT-COLLEGES & HOSPITALS	\$0	\$8,974,220	\$0	\$9,199,262	\$9,199,263	\$8,974,220	\$225,043
COVID RELIEF FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MUNI REV SHR (MFG PR TAX RELI)	\$1,084,924	\$1,405,219	\$0	\$0	\$147,516	\$147,516	\$0
PROP TAX RELIEF-ELDERLY&DISABL	\$502,691	\$672,795	\$0	\$0	\$0	\$672,795	(\$672,795)
MASHENTUCKET PEQUOT GRANT	\$0	\$0	\$0	\$0	\$807,097	\$807,097	\$0
PROP TAX RELIEF-TOTALLY DISABL	\$0	\$0	\$0	\$0	\$4,600	\$4,600	\$0
PILOT-STATE OWNED PROPERTY	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAX RELIEF-VETERANS	\$0	\$0	\$0	\$0	\$110,000	\$110,000	\$0
MRSA - SALES TAX SHARING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MARB	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOAT GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPERTY TAX RELIEF/HOTEL TAX	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MRSA - SELECT PILOT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOWN AID ROAD	\$310,515	\$309,401	\$0	\$309,401	\$618,802	\$621,029	(\$2,227)
MRSA - MOTOR VEHICLE/MV CAP	\$0	\$0	\$0	\$1,057,209	\$1,057,209	\$0	\$1,057,209
DEPARTMENT OF SOCIAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL ASSISTANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE TASK FORCE REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STATE MISCELLANEOUS GRANTS	\$124,199	\$74,837	\$0	\$42,269	\$147,516	\$149,674	(\$2,158)
LOCIP REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>INTERGOVERNMENTAL CITY</i>	<u>\$2,033,000</u>	<u>\$11,436,472</u>	<u>\$0</u>	<u>\$10,608,142</u>	<u>\$12,092,003</u>	<u>\$11,486,931</u>	<u>\$605,072</u>
EDUCATIONAL COST SHARING	\$10,349,826	\$9,521,840	\$10,349,826	\$10,349,826	\$45,150,487	\$45,150,487	\$0
TRANSPORTATION OF CHILDREN	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXCESS COST-STUDENT BASED	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SPECIAL EDUCATION GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COMMITMENTS FOR SCHOOL CONSTR	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSITIONAL SCHOOL DISTRICT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADULT EDUCATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HEALTH SERVICES	\$0	\$0	\$0	\$0	\$73,000	\$73,000	\$0
EDUC OF HANDICAPPED/BLIND CHIL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATHLETIC DEPARTMENT REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>INTERGOVERNMENTAL EDUCATION</i>	<u>\$10,349,826</u>	<u>\$9,521,840</u>	<u>\$10,349,826</u>	<u>\$10,349,826</u>	<u>\$45,223,487</u>	<u>\$45,223,487</u>	<u>\$0</u>
<b>TOTAL INTERGOVERNMENTAL</b>	<u><b>\$12,382,826</b></u>	<u><b>\$20,958,312</b></u>	<u><b>\$10,349,826</b></u>	<u><b>\$20,957,968</b></u>	<u><b>\$57,315,490</b></u>	<u><b>\$56,710,418</b></u>	<u><b>\$605,072</b></u>

**MONTHLY FINANCIAL REPORT GENERAL FUND  
MONTH ENDING OCTOBER 2024**

REVENUE CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 OCTOBER COLLECTION	FY 2025 YTD COLLECTION	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
INVESTMENT INCOME	\$204,739	\$941,023	\$271,564	\$1,237,237	\$2,500,000	\$2,291,000	\$209,000
RENTS, ROYALTIES & CONCESSIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RENT FROM CITY FACILITIES	\$8,500	\$3,500	\$1,750	\$8,750	\$22,500	\$28,000	(\$5,500)
INVESTMENT INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>MONEY/PROPERTY INVESTMENT TOTAL</b>	<b>\$213,239</b>	<b>\$944,523</b>	<b>\$273,314</b>	<b>\$1,245,987</b>	<b>\$2,522,500</b>	<b>\$2,319,000</b>	<b>\$203,500</b>
AMUSEMENT LICENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANIMAL LICENSES	\$2,662	\$3,552	\$157	\$2,534	\$6,000	\$6,000	\$0
MARRIAGE LICENSES	\$8,576	\$16,690	\$1,250	\$5,150	\$10,000	\$10,000	\$0
SPORTING LICENSES	\$40	\$158	(\$192)	\$80	\$250	\$250	\$0
MISCELLANEOUS LICENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BUILDING PERMITS	\$288,163	\$795,856	\$33,328	\$340,872	\$1,900,000	\$1,900,000	\$0
BLDG DEPT-FLOOD PLAIN MGMT	\$356	\$0	\$0	\$0	\$0	\$0	\$0
ARCHIVE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ELECTRICAL PERMITS	\$83,945	\$140,267	\$20,459	\$110,518	\$350,000	\$350,000	\$0
EXCAVATION PERMITS	\$675	\$3,100	\$1,425	\$3,825	\$10,000	\$10,000	\$0
PLUMBING & HEATING PERMITS	\$22,971	\$63,367	\$2,079	\$13,884	\$100,000	\$100,000	\$0
ZONING PERMITS	\$27,142	\$50,945	\$970	\$22,330	\$103,000	\$103,000	\$0
ALCOHOLIC BEVERAGE LICENSE	\$340	\$306	\$20	\$260	\$1,000	\$1,000	\$0
POLICE&PROTECT LIC/TOW PERMIT	\$5,950	\$3,355	\$490	\$3,466	\$27,000	\$27,000	\$0
CITY CLERK FEES COLLECTED	\$1,967	\$1,766	\$326	\$1,357	\$6,000	\$6,000	\$0
DOG POUND RELEASES	\$870	\$2,409	\$635	\$2,543	\$3,000	\$3,000	\$0
HEALTH LICENSES	\$75,297	\$80,940	\$17,755	\$52,858	\$110,000	\$110,000	\$0
<b>LICENSES &amp; PERMITS TOTAL</b>	<b>\$518,954</b>	<b>\$1,162,709</b>	<b>\$78,702</b>	<b>\$559,677</b>	<b>\$2,626,250</b>	<b>\$2,626,250</b>	<b>\$0</b>

**MONTHLY FINANCIAL REPORT GENERAL FUND  
MONTH ENDING OCTOBER 2024**

<b>REVENUE CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLLECTION</b>	<b>FY 2025 YTD COLLECTION</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
TELEPHONE ACCESS GRANT	\$0	\$0	\$0	\$0	\$79,000	\$79,000	\$0
STUDENT ACHIEVEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SCCRWA- PILOT GRANT	\$140,947	\$144,377	\$0	\$155,239	\$290,000	\$290,000	\$0
PARKING METER REVENUE	\$63,870	\$145,315	\$18,556	\$79,116	\$330,000	\$330,000	\$0
PROP SALE(Bayview,etc.)	\$100,000	\$15,000	\$0	\$2,000	\$300,000	\$300,000	\$0
PILOT - HOUSING AUTHORITY	\$0	\$0	\$0	\$0	\$171,000	\$171,000	\$0
HOUSING AUTH 3YR SUPPL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SEWER FEE COLLECTION EXPENSES	\$0	\$0	\$0	\$0	\$55,200	\$55,200	\$0
INSURANCE REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
YALE CONTRIBUTION	\$0	\$0	\$0	\$0	\$550,000	\$550,000	\$0
UNH CAD CONTRIBUTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VOLUNTARY CAD CONTRIBUTION	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$47,638	\$9,575	\$43	\$22,092	\$65,001	\$65,001	\$0
MORTGAGE REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BAN/BOND PREMIUM INCOME	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NON RECURRING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
QUIGLEY/YALE PARKING	\$14,534	\$14,534	\$0	\$0	\$43,603	\$43,603	\$0
BOE POLICE REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
THOMPSON SCHL/VA PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEASE PAYMENTS	\$0	\$0	\$46,326	\$46,326	\$46,326	\$0	\$46,326
FIRE DEPT SHARE OF ERS	\$1,773	\$0	\$0	\$0	\$860,000	\$860,000	\$0
POLICE DEPT SHARE OF ERS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DOG FUND REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ORGANIC RECYCLING COMPOST	\$80	\$375	\$0	\$405	\$20,000	\$20,000	\$0
<b>SUB-TOTAL OTHER REVENUES</b>	<b>\$368,842</b>	<b>\$329,177</b>	<b>\$64,925</b>	<b>\$305,177</b>	<b>\$2,810,130</b>	<b>\$2,763,804</b>	<b>\$46,326</b>
OPERATING TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$0	\$0
RESIDUAL EQUITY TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$200,000	(\$200,000)
CONTRIBUTION FROM FUND BALANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSFER FROM SEWER OPER FUND	\$0	\$0	\$0	\$0	\$403,850	\$403,850	\$0
PREMIUM ON BONDS/NOTES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>SUB-TOTAL OTHER FIN. SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$403,850</b>	<b>\$603,850</b>	<b>(\$200,000)</b>
<b>MISCELLANEOUS REVENUE TOTAL</b>	<b>\$368,842</b>	<b>\$329,177</b>	<b>\$64,925</b>	<b>\$305,177</b>	<b>\$3,213,980</b>	<b>\$3,367,654</b>	<b>(\$153,674)</b>
<b>REVENUE GRAND TOTALS</b>	<b>\$68,944,431</b>	<b>\$80,892,470</b>	<b>\$11,589,241</b>	<b>\$81,265,444</b>	<b>\$183,163,269</b>	<b>\$182,597,920</b>	<b>\$565,349</b>
<b>PERCENT COLLECTED FROM BUDGET</b>				<b>44.51%</b>			

**GENERAL FUND SUMMARY  
AS OF MONTH ENDING SEPTEMBER 2024**

	<b>FISCAL YEAR 2021</b>	<b>FISCAL YEAR 2022</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FISCAL YEAR 2025</b>
<b>CITY</b>					
SALARY AND WAGES	\$6,843,289	\$7,000,182	\$7,102,068	\$7,171,844	\$8,319,787
OVERTIME	\$349,812	\$535,151	\$561,086	\$658,759	\$731,948
POLICE OVERTIME	\$612,497	\$344,397	\$828,775	\$874,017	\$873,829
OTHER PERSONNEL COST	\$718,104	\$837,030	\$828,317	\$574,789	\$627,882
CONTRACTUAL SERVICES	\$1,633,278	\$2,283,498	\$2,114,665	\$2,717,103	\$2,231,014
SUPPLIES AND MATERIALS	\$260,674	\$441,775	\$277,581	\$266,651	\$300,477
UTILITIES	\$453,763	\$444,391	\$512,876	\$661,470	\$557,681
OTHER CHARGES	\$1,157,107	\$1,748,352	\$870,009	\$1,035,734	\$1,066,169
EMPLOYEE BENEFITS	\$5,526,373	\$5,390,096	\$6,750,738	\$6,491,734	\$5,752,679
DEBT SERVICE	\$9,501,957	\$9,462,667	\$9,048,830	\$9,785,124	\$10,038,279
<b>TOTAL CITY</b>	<b><u>\$27,056,855</u></b>	<b><u>\$28,487,538</u></b>	<b><u>\$28,894,945</u></b>	<b><u>\$30,237,226</u></b>	<b><u>\$30,499,746</u></b>
	<b>FISCAL YEAR 2021</b>	<b>FISCAL YEAR 2022</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FISCAL YEAR 2025</b>
<b>BOARD OF EDUCATION</b>					
TUITION	\$1,197,475	\$1,521,423	\$1,369,904	\$2,246,875	\$2,308,049
STUDENT TRANSPORTATION	\$380,601	\$99,394	\$477,690	\$137,151	\$330,220
SALARIES	\$10,793,109	\$11,711,120	\$11,948,156	\$10,605,087	\$932,135
OPERATION OF PLANT	\$710,962	\$2,033,388	\$1,022,042	\$1,361,763	\$1,606,996
BENEFITS & FIXED CHARGES	\$6,490,562	\$7,448,818	\$6,652,361	\$6,988,807	\$4,428,618
PURCHASED SERVICES	\$228,401	\$463,189	\$365,713	\$665,672	\$729,207
INSTRUCTION	\$1,100,460	\$1,447,077	\$400,831	\$788,237	\$1,053,765
<b>TOTAL EDUCATION</b>	<b><u>\$20,901,570</u></b>	<b><u>\$24,724,408</u></b>	<b><u>\$22,236,696</u></b>	<b><u>\$22,793,592</u></b>	<b><u>\$11,388,990</u></b>
<b>GRAND TOTAL</b>	<b><u>\$47,958,425</u></b>	<b><u>\$53,211,946</u></b>	<b><u>\$51,131,642</u></b>	<b><u>\$53,030,818</u></b>	<b><u>\$41,888,735</u></b>



**GENERAL FUND MONTHLY FINANCIAL REPORT  
MONTH ENDING OCTOBER 2024**

<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER EXPENSES</b>	<b>FY 2025 YTD COLLECTION</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
CITY COUNCIL	\$39,285	\$33,000	\$5,350	\$16,712	\$2,444	\$63,700	\$63,700	\$0
MAYOR	\$133,765	\$100,487	\$21,364	\$155,237	\$0	\$409,178	\$409,178	\$0
CORPORATION COUNSEL	\$144,442	\$286,624	\$43,087	\$147,765	\$9,059	\$686,426	\$686,426	\$0
PERSONNEL DEPARTMENT	\$85,498	\$102,400	\$25,198	\$112,901	\$697	\$404,854	\$404,854	\$0
COMMUNICATIONS	\$85,607	\$102,789	\$27,570	\$94,736	\$201,905	\$358,000	\$358,000	\$0
CITY CLERK	\$109,984	\$169,782	\$20,243	\$79,749	\$53,566	\$435,942	\$435,942	\$0
REGISTRAR OF VOTERS	\$40,580	\$50,787	\$19,218	\$71,507	\$0	\$234,633	\$234,633	\$0
SEALER OF WEIGHTS & MEASURES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROBATE COURT	\$625	\$1,132	\$0	\$316	\$0	\$12,558	\$12,558	\$0
<b>GENERAL GOVERNMENT TOTAL</b>	<b>\$639,785</b>	<b>\$847,000</b>	<b>\$162,031</b>	<b>\$678,924</b>	<b>\$267,671</b>	<b>\$2,605,291</b>	<b>\$2,605,291</b>	<b>\$0</b>
BUILDING DEPARTMENT	\$129,081	\$150,583	\$35,448	\$131,777	\$2,403	\$552,304	\$572,304	\$20,000
GRANTS ADMINISTRATION	\$32,086	\$48,162	\$15,435	\$62,656	\$0	\$286,468	\$308,968	\$22,500
INLAND WETLANDS AGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANNING & DEVELOPMENT	\$137,764	\$83,077	\$56,470	\$165,809	\$3,025	\$751,086	\$781,086	\$30,000
ZONING BOARD OF APPEALS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>PLANNING &amp; DEVELOP. TOTAL</b>	<b>\$298,931</b>	<b>\$281,822</b>	<b>\$107,354</b>	<b>\$360,241</b>	<b>\$5,427</b>	<b>\$1,589,858</b>	<b>\$1,662,358</b>	<b>\$72,500</b>
TREASURER	\$2,533	\$2,533	\$633	\$2,533	\$0	\$7,600	\$7,600	\$0
COMPTROLLER	\$374,837	\$381,402	\$148,818	\$424,370	\$115,726	\$1,421,694	\$1,446,694	\$25,000
PURCHASING DEPARTMENT	\$69,568	\$51,551	\$46,084	\$127,326	\$166,885	\$307,825	\$317,825	\$10,000
RISK MANAGEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CENTRAL SERVICES	\$45,167	\$43,201	\$10,595	\$57,362	\$181,893	\$163,900	\$163,900	\$0
INFORMATION AND TECHNOLOGY	\$101,159	\$333,707	\$37,254	\$363,162	\$5,683	\$832,690	\$862,690	\$30,000
TAX ASSESSMENT	\$142,565	\$144,899	\$40,748	\$160,708	\$0	\$544,907	\$544,907	\$0
BOARD OF TAX APPEALS	\$118	\$352	\$0	\$0	\$0	\$3,600	\$3,600	\$0
TAX COLLECTOR	\$142,916	\$139,660	\$44,985	\$146,439	\$56,815	\$532,526	\$532,526	\$0
<b>FINANCE TOTAL</b>	<b>\$878,864</b>	<b>\$1,097,304</b>	<b>\$329,118</b>	<b>\$1,281,901</b>	<b>\$527,002</b>	<b>\$3,814,742</b>	<b>\$3,879,742</b>	<b>\$65,000</b>

**GENERAL FUND MONTHLY FINACIAL REPORT  
MONTH ENDING OCTOBER 2024**

<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER EXPENSES</b>	<b>FY 2025 YTD COLLECTION</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
EMERGENCY REPORT SYSTEM DEPT. OPERATIONS	\$688,930 \$4,397,372	\$703,108 \$4,431,071	\$125,743 \$1,139,183	\$796,453 \$4,812,732	\$19,054 \$1,253	\$2,235,662 \$15,162,037	\$2,235,662 \$15,162,037	\$0 \$0
POLICE DEPARTMENT ADMIN.	\$402,867	\$475,121	\$64,045	\$434,827	\$194,309	\$1,349,616	\$1,349,616	\$0
POLICE DEPARTMENT SUPPORT	\$321,727	\$331,163	\$101,583	\$341,303	\$32,595	\$1,274,701	\$1,274,701	\$0
ANIMAL CONTROL	\$93,690	\$105,820	\$37,107	\$118,665	\$4,165	\$359,039	\$359,039	\$0
EMERGENCY MANAGEMENT C-MED	\$4,518 \$0	\$15,659 \$0	\$4,368 \$0	\$15,906 \$0	\$0 \$0	\$84,525 \$44,013	\$84,525 \$44,013	\$0 \$0
<b>PUBLIC SAFETY TOTAL</b>	<b>\$5,909,104</b>	<b>\$6,061,942</b>	<b>\$1,472,028</b>	<b>\$6,519,885</b>	<b>\$251,374</b>	<b>\$20,509,593</b>	<b>\$20,509,593</b>	<b>\$0</b>
PUBLIC WORKS ADMINISTRATION	\$141,861	\$124,015	\$74,232	\$219,138	\$109,436	\$929,874	\$949,874	\$20,000
ENGINEERING	\$46,637	\$131,702	\$9,949	\$39,687	\$1,622	\$504,632	\$504,632	\$0
VEHICLE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CENTRAL GARAGE	\$320,724	\$278,194	\$90,376	\$294,756	\$365,789	\$1,479,222	\$1,479,222	\$0
COMPOST SITE	\$11,491	\$0	\$0	\$14,400	\$0	\$47,200	\$47,200	\$0
SOLID WASTE	\$902,889	\$973,719	\$340,332	\$831,686	\$339,104	\$4,446,072	\$4,446,072	\$0
BUILDING MAINTENANCE	\$361,351	\$472,449	\$127,764	\$439,411	\$74,477	\$1,728,221	\$1,728,221	\$0
HIGHWAYS & PARKS	\$1,258,072	\$1,324,447	\$361,886	\$1,284,527	\$67,950	\$5,009,568	\$5,009,568	\$0
<b>PUBLIC WORKS TOTAL</b>	<b>\$3,043,025</b>	<b>\$3,304,526</b>	<b>\$1,004,538</b>	<b>\$3,123,604</b>	<b>\$958,378</b>	<b>\$14,144,789</b>	<b>\$14,164,789</b>	<b>\$20,000</b>
HUMAN RESOURCES/SERVICES	\$114,719	\$120,722	\$27,955	\$142,690	\$28,034	\$663,237	\$663,237	\$0
ELDERLY SERVICES	\$100,386	\$102,962	\$44,846	\$123,839	(\$1,019)	\$472,936	\$472,936	\$0
PARKS AND RECREATION	\$546,883	\$539,183	\$46,319	\$571,019	\$6,857	\$1,212,293	\$1,212,293	\$0
HEALTH DEPARTMENT	\$136,874	\$171,364	\$38,461	\$158,025	\$1,396	\$673,051	\$673,051	\$0
<b>HUMAN SERVICES TOTAL</b>	<b>\$898,863</b>	<b>\$934,231</b>	<b>\$157,581</b>	<b>\$995,573</b>	<b>\$35,268</b>	<b>\$3,021,517</b>	<b>\$3,021,517</b>	<b>\$0</b>

**GENERAL FUND MONTHLY FINACIAL REPORT  
MONTH ENDING OCTOBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 OCTOBER EXPENSES	FY 2025 YTD COLLECTION	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
Appropriation from surplus	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CLIENT ASSISTANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WELFARE DEPARTMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
VISITING NURSES ASSOCIATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LIBRARY	\$656,406	\$541,667	\$305,515	\$763,787	\$1,069,302	\$1,833,089	\$1,833,089	\$0
CITY INSURANCE - PREMIUMS	\$687,553	\$797,678	\$0	\$921,913	\$0	\$2,199,781	\$2,199,781	\$0
PENSIONS AND MEDICAL	\$6,719,492	\$6,495,445	\$364,859	\$5,746,672	\$5,614	\$23,504,440	\$23,504,440	\$0
DEBT SERVICES	\$9,048,830	\$9,785,124	\$2,565,125	\$10,038,279	\$0	\$14,888,446	\$14,888,446	\$0
UNALLOCATED EXPENSES	\$112,677	\$90,486	\$16,497	\$68,966	\$0	\$2,368,453	\$2,368,453	\$0
<b>OTHER CITY AGENCIES TOTAL</b>	<b>\$17,224,959</b>	<b>\$17,710,401</b>	<b>\$3,251,995</b>	<b>\$17,539,618</b>	<b>\$1,074,916</b>	<b>\$44,794,209</b>	<b>\$44,794,209</b>	<b>\$0</b>
GENERAL FUND BALANCE SHEET	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OPERATING TRANSFER OUT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OTHER FINACING SOURCES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>BOARD OF EDUCATION</b>	<b>\$22,236,696</b>	<b>\$22,793,592</b>	<b>\$4,563,152</b>	<b>\$11,388,990</b>	<b>\$0</b>	<b>\$91,960,421</b>	<b>\$91,960,421</b>	<b>\$0</b>
<b>GRAND TOTAL</b>	<b>\$51,130,227</b>	<b>\$53,030,818</b>	<b>\$11,047,797</b>	<b>\$41,888,735</b>	<b>\$3,120,036</b>	<b>\$182,440,420</b>	<b>\$182,597,920</b>	<b>\$157,500</b>

**PERCENT COLLECTED FROM BUDGET**

**22.94%**

**SEWER FUND MONTHLY FINANCIAL REPORT  
MONTH ENDING OCTOBER 2024**

<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLL./EXP</b>	<b>FY 2025 YTD COLL./EXP</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
SEWER USE FEES-CURRENT	\$6,099,163	\$6,304,189	(\$739)	\$6,223,270	\$0	\$12,743,604	\$12,743,604	\$0
SEWER USE FEES - PRIOR YEARS	(\$354)	\$15,952	\$0	\$6,241	\$0	\$18,000	\$18,000	\$0
SEWER INTEREST & LIENS-CURRENT	\$14,106	\$11,372	\$0	\$12,474	\$0	\$20,000	\$20,000	\$0
SEWER INTEREST & LIENS - PY	\$2,137	\$4,611	\$0	\$4,226	\$0	\$15,000	\$15,000	\$0
SEPTAGE DISPOSAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SLUDGE REVENUE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ORANGE SHARE SERVICE CHARGE	\$0	(\$98,107)	\$0	\$0	\$0	\$390,000	\$390,000	\$0
SEWER ASSESSMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ORANGE SHARE CWF DEBT	\$39,106	\$152,951	\$0	\$54,512	\$0	\$216,000	\$216,000	\$0
NITROGEN CREDIT	\$17,167	\$6,921	\$0	\$4,775	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>SEWER CHARGES TOTAL</b>	<b>\$6,171,326</b>	<b>\$6,397,889</b>	<b>(\$739)</b>	<b>\$6,305,497</b>	<b>\$0</b>	<b>\$13,402,604</b>	<b>\$13,402,604</b>	<b>\$0</b>
CLEAN WATER FUND GRANTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>MISCELLANEOUS TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
OPERATING TRANSFERS IN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTRIBUTION FROM FUND BALANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OPERATING TRANSFERS TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL REVENUE</b>	<b>\$6,171,326</b>	<b>\$6,397,889</b>	<b>(\$739)</b>	<b>\$6,305,497</b>	<b>\$0</b>	<b>\$13,402,604</b>	<b>\$13,402,604</b>	<b>\$0</b>

**PERCENT COLLECTED FROM BUDGET**

**47.05%**

**SEWER FUND MONTHLY FINANCIAL REPORT  
MONTH ENDING OCTOBER 2024**

<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLL./EXP</b>	<b>FY 2025 YTD COLL./EXP</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
REGULAR WAGES	\$0	\$0	\$0	\$0	\$0	\$140,000	\$140,000	\$0
SEWER BOARD CLERK	\$0	\$0	\$0	\$1,101	\$450	\$4,200	\$4,200	\$0
OVERTIME	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000	\$0
VACATION BUY BACK	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BUSINESS EXPENSE	\$205	\$3,475	\$1,507	\$2,007	\$364	\$20,000	\$20,000	\$0
FINANCIAL SERVICES	\$0	\$0	\$0	\$0	\$0	\$55,200	\$55,200	\$0
ENGINEERING SERVICES	\$9,144	\$23,660	\$4,274	\$8,204	\$41,906	\$400,000	\$400,000	\$0
EQUIPMENT MAINTENANCE/REPAIR	\$19,158	\$102,362	\$44,950	\$54,620	\$4,195	\$432,500	\$432,500	\$0
STATE PERMIT	\$0	\$0	\$0	\$0	\$0	\$7,000	\$7,000	\$0
FRINGE BENEFITS	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0
FICA-CITY'S SHARE	\$0	\$0	\$0	\$0	\$0	\$9,000	\$9,000	\$0
PENSION - CITY'S SHARE	\$0	\$0	\$0	\$0	\$0	\$9,000	\$9,000	\$0
CLEAN WATER FUND PAYMENTS	\$0	\$0	\$0	\$0	\$0	\$410,000	\$410,000	\$0
CAPITAL IMPROV.-SEWER PLANT	\$149,709	\$126,808	\$0	\$64,707	\$123,606	\$600,000	\$600,000	\$0
CAPITAL IMP - COLLECTION SYSTM	\$17,961	\$221,945	\$0	\$17,138	\$120,723	\$600,000	\$600,000	\$0
CLEAN WATER (NEW)	\$836,925	\$856,094	\$183,821	\$885,114	\$0	\$1,797,987	\$1,797,987	\$0
UNALLOCATED CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$335,000	\$335,000	\$0
<b>SEWER OPERATIONS ADMIN TOTAL</b>	<b>\$1,033,103</b>	<b>\$1,334,344</b>	<b>\$234,552</b>	<b>\$1,032,891</b>	<b>\$291,245</b>	<b>\$5,139,887</b>	<b>\$5,139,887</b>	<b>\$0</b>

**SEWER FUND MONTHLY FINANCIAL REPORT  
MONTH ENDING OCTOBER 2024**

<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLL./EXP</b>	<b>FY 2025 YTD COLL./EXP</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
REGULAR WAGES	\$498,451	\$571,205	\$138,742	\$577,735	\$0	\$2,160,267	\$2,160,267	\$0
OVERTIME	\$246,346	\$284,401	\$70,610	\$318,042	\$0	\$600,000	\$600,000	\$0
VACATION BUY BACK	\$854	\$0	\$0	\$0	\$0	\$17,000	\$17,000	\$0
SEPARATION PAY	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$0
GAS HEATING	\$4,103	\$4,202	\$1,364	\$4,044	\$79,956	\$84,000	\$84,000	\$0
GASES (PROPANE, ETC)	\$535	\$418	\$70	\$207	\$70	\$5,000	\$5,000	\$0
ELECTRICITY	\$209,449	\$204,170	\$97,010	\$150,605	\$1,039,954	\$1,100,000	\$1,100,000	\$0
WATER	\$44,570	\$26,635	\$10,886	\$55,306	\$134,694	\$190,000	\$190,000	\$0
TELEPHONE EXPENSE	\$1,835	\$2,512	\$1,124	\$2,758	\$1,626	\$12,000	\$12,000	\$0
MAINTENANCE SERVICE AGREEMENT	\$19,322	\$19,697	\$0	\$1,274	\$3,433	\$80,000	\$80,000	\$0
MOTOR VEHICLE MAINT/REPAIR	\$9,081	\$9,633	\$6,357	\$9,884	\$4,711	\$40,000	\$40,000	\$0
OTHER RENTAL	\$0	\$278	\$2,666	\$5,984	\$15,975	\$5,000	\$5,000	\$0
OTHER CONTRACTUAL SERVICES	\$39,610	\$79,609	\$1,366	\$21,953	\$2,784	\$200,000	\$200,000	\$0
TRASH PICKUP	\$2,179	\$3,323	\$0	\$1,701	\$0	\$16,000	\$16,000	\$0
SUPPLIES & MATERIALS	\$54,135	\$52,884	\$6,505	\$39,513	\$25,316	\$250,000	\$250,000	\$0
HEATING OIL	\$298,652	\$448,342	\$111,505	\$287,768	\$111,744	\$1,300,000	\$1,300,000	\$0
AUTOMOTIVE FUEL & FLUIDS	\$8,113	\$13,191	\$0	\$10,540	\$0	\$30,000	\$30,000	\$0
TOOLS & MISCELLANEOUS EQUIPMNT	\$20,386	\$6,881	\$5,434	\$10,522	\$4,017	\$50,000	\$50,000	\$0
JANITORIAL SUPPLIES	\$3,617	\$6,102	\$1,419	\$2,853	\$87	\$18,000	\$18,000	\$0
CHEMICALS	\$60,318	\$102,895	\$24,805	\$77,585	\$201	\$210,000	\$210,000	\$0
SAFETY SUPPLIES	\$1,919	\$494	\$1,139	\$1,514	\$1,576	\$8,000	\$8,000	\$0
LABORATORY SUPPLIES	\$16,016	\$25,243	\$4,295	\$14,567	(\$4,059)	\$80,000	\$80,000	\$0
CLOTHING & UNIFORMS	\$7,529	\$10,335	\$2,627	\$10,086	\$1,594	\$44,000	\$44,000	\$0
GEN'L LIAB INSUR PREMIUM-SEWER	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FRINGE BENEFITS	\$140,041	\$138,334	\$0	\$100,171	\$0	\$474,000	\$474,000	\$0
FICA-CITY'S SHARE	\$55,718	\$64,405	\$15,196	\$67,045	\$0	\$189,450	\$189,450	\$0
PENSION - CITY'S SHARE	\$45,028	\$46,119	\$12,369	\$55,336	\$0	\$200,000	\$200,000	\$0
MEDICARE - CITY'S SHARE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WORKERS COMP PREM-SWR	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GENERAL LIABILITY CLAIMS-SEWER	\$4,699	\$0	\$0	\$41,754	\$0	\$250,000	\$250,000	\$0
SEWER CLAIMS-WORKERS COMP	\$95,839	\$465,849	\$0	\$26,878	\$0	\$400,000	\$400,000	\$0
CHEMICAL FEED (ORPS)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NITROGEN CHEMICAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OUTSIDE SERVICES	\$17,549	\$54,472	\$0	\$23,103	\$3,489	\$200,000	\$200,000	\$0
MISCELLANEOUS	\$0	\$0	\$0	(\$3,771)	\$0	\$0	\$0	\$0
<b>IN-HOUSE SEWER OPERATIONS TOTAL</b>	<b>\$1,905,891</b>	<b>\$2,641,631</b>	<b>\$515,489</b>	<b>\$1,914,960</b>	<b>\$1,427,168</b>	<b>\$8,262,717</b>	<b>\$8,262,717</b>	<b>\$0</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$2,938,994</b>	<b>\$3,975,975</b>	<b>\$750,040</b>	<b>\$2,947,851</b>	<b>\$1,718,412</b>	<b>\$13,402,604</b>	<b>\$13,402,604</b>	<b>\$0</b>

**PERCENT COLLECTED FROM BUDGET** **21.99%**

**ALLINGTOWN MONTHLY FINACIAL REPORT  
MONTH ENDING OCTOBER 2024**

DEPARTMENT CATEGORY	FISCAL YEAR 2023	FISCAL YEAR 2024	FY 2025 OCTOBER COLL./EXP	FY 2025 YTD COLL./EXP	OPEN PURCHASE ORDERS	FY 2025 YEAR END FORECASTED	FY 2025 ADOPTED BUDGET	FY 2025 BUDGET VS FORECASTED
MISC FEES	\$10,530	\$86,042	\$3,831	\$49,234	\$0	\$60,000	\$60,000	\$0
FEMA	\$0	\$0	\$0	\$0	\$0	\$66,000	\$66,000	\$0
PDFD EXTRA	\$3,682	\$3,493	\$0	\$3,557	\$0	\$4,000	\$4,000	\$0
FD BNDL BL	\$425	\$1,194	\$623	\$6,305	\$0	\$4,000	\$4,000	\$0
FD TRNSPRT	\$0	\$15,222	\$0	\$23,633	\$0	\$36,000	\$36,000	\$0
MISCELLANE	\$11,687	\$115	\$0	\$1,870	\$0	\$0	\$0	\$0
<b>OPERATIONS</b>	<b>\$26,324</b>	<b>\$106,067</b>	<b>\$4,454</b>	<b>\$84,600</b>	<b>\$0</b>	<b>\$270,000</b>	<b>\$270,000</b>	<b>\$0</b>
CURR PROPT PY TAXES	\$3,613,834	\$3,708,927	(\$1,895)	\$3,511,991	\$0	\$6,817,660	\$6,817,660	\$0
SUSP TAXES	\$22,549	\$17,070	(\$3)	\$48,241	\$0	\$66,000	\$66,000	\$0
INT-CURRNT	\$4,632	\$4,080	\$0	\$2,249	\$0	\$6,000	\$6,000	\$0
INT-PY TAX	\$6,892	\$5,236	\$0	\$5,442	\$0	\$22,000	\$22,000	\$0
INT-SUSPNS	\$8,921	\$3,727	\$0	\$39,596	\$0	\$15,000	\$15,000	\$0
	\$5,327	\$3,582	\$0	\$2,060	\$0	\$7,000	\$7,000	\$0
<b>TAXES</b>	<b>\$3,662,155</b>	<b>\$3,742,622</b>	<b>(\$1,898)</b>	<b>\$3,609,580</b>	<b>\$0</b>	<b>\$6,933,660</b>	<b>\$6,933,660</b>	<b>\$0</b>
PILOT-C&H	\$0	\$733,961	\$0	\$735,873	\$0	\$770,501	\$770,501	\$0
MRSAMV	\$831,796	\$1,302,849	\$0	\$1,153,143	\$0	\$960,525	\$960,525	\$0
STATE MISC	\$0	\$200	\$0	\$0	\$0	\$21,515	\$21,515	\$0
SCCRWA	\$24,388	\$24,559	\$0	\$24,784	\$0	\$49,166	\$49,166	\$0
<b>GRANTS</b>	<b>\$856,184</b>	<b>\$2,061,568</b>	<b>\$0</b>	<b>\$1,913,800</b>	<b>\$0</b>	<b>\$1,801,707</b>	<b>\$1,801,707</b>	<b>\$0</b>
<b>GRAND TOTAL REVENUE</b>	<b>\$4,544,662</b>	<b>\$5,910,257</b>	<b>\$2,556</b>	<b>\$5,607,980</b>	<b>\$0</b>	<b>\$9,005,367</b>	<b>\$9,005,367</b>	<b>\$0</b>

PERCENT COLLECTED FROM BUDGET

62.27%

**ALLINGTOWN MONTHLY FINACIAL REPORT  
MONTH ENDING OCTOBER 2024**

<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLL./EXP</b>	<b>FY 2025 YTD COLL./EXP</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
REG WAGES	\$100,342	\$88,422	\$13,817	\$61,693	\$0	\$359,076	\$359,076	\$0
GAS HEAT	\$782	\$1,090	\$418	\$1,171	\$441	\$12,000	\$12,000	\$0
ELECTRICIT	\$5,222	\$5,761	\$2,574	\$7,152	(\$0)	\$17,000	\$17,000	\$0
WATER	\$374	\$6,574	\$128	\$352	\$122	\$198,000	\$198,000	\$0
TELEPHONE	\$5,264	\$6,369	\$1,506	\$6,604	\$3,902	\$17,000	\$17,000	\$0
TRAINING	\$2,302	\$2,253	\$831	\$17,461	(\$0)	\$31,000	\$31,000	\$0
BUSNSS EXP	\$3,609	\$7,251	\$3,994	\$6,225	(\$1,209)	\$17,000	\$17,000	\$0
FIN SERV.	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000	\$0
BLDG MAINT	\$5,710	\$2,060	\$269	\$2,111	\$475	\$12,000	\$12,000	\$0
EQUIP MAIN	\$22,619	\$23,806	\$1,350	\$11,000	\$4,553	\$65,000	\$65,000	\$0
PSYCH TEST	\$1,935	\$1,036	\$0	\$4,853	\$0	\$24,000	\$24,000	\$0
OFF. SUPPL	\$1,535	\$1,513	\$609	\$1,379	(\$224)	\$6,000	\$6,000	\$0
AUTO FUEL	\$5,696	\$5,090	\$0	\$4,875	\$0	\$18,000	\$18,000	\$0
PREM ALLIN	\$21,775	\$16,773	\$0	\$16,102	\$0	\$65,000	\$65,000	\$0
HEALTH INS	\$455,588	\$615,732	\$0	\$423,952	\$0	\$1,841,821	\$1,841,821	\$0
LIFE INSUR	\$3,171	\$5,244	\$2,952	\$7,697	\$2,956	\$35,000	\$35,000	\$0
FICA-CITY	\$4,995	\$4,542	\$1,044	\$4,253	\$0	\$18,000	\$18,000	\$0
PENS-CITY	\$1,204,525	\$638,534	\$823	\$678,292	\$0	\$2,700,000	\$2,700,000	\$0
HEART&HYPR	\$0	\$0	\$0	\$0	\$0	\$23,000	\$23,000	\$0
WRKCOM-ALL	\$330	\$4,702	\$0	\$16,892	\$0	\$63,000	\$63,000	\$0
PC'S/HARDW	\$22,131	\$24,169	\$1,621	\$25,396	\$0	\$48,500	\$48,500	\$0
RADIO EQUIP	\$0	\$2,698	\$0	\$0	\$0	\$10,000	\$10,000	\$0
CONTINGENC	\$0	\$0	\$0	\$0	\$0	\$160,000	\$160,000	\$0
OPEB TRUST	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000	\$0
MISCELLANE	\$7,797	\$55	\$0	\$277	\$250	\$16,000	\$16,000	\$0
<b>ADMINISTRATION</b>	<b>\$2,191,937</b>	<b>\$1,463,675</b>	<b>\$31,936</b>	<b>\$1,297,736</b>	<b>\$11,266</b>	<b>\$5,871,397</b>	<b>\$5,871,397</b>	<b>\$0</b>



**ALLINGTOWN MONTHLY FINACIAL REPORT  
MONTH ENDING OCTOBER 2024**




<b>DEPARTMENT CATEGORY</b>	<b>FISCAL YEAR 2023</b>	<b>FISCAL YEAR 2024</b>	<b>FY 2025 OCTOBER COLL./EXP</b>	<b>FY 2025 YTD COLL./EXP</b>	<b>OPEN PURCHASE ORDERS</b>	<b>FY 2025 YEAR END FORECASTED</b>	<b>FY 2025 ADOPTED BUDGET</b>	<b>FY 2025 BUDGET VS FORECASTED</b>
REG WAGES	\$485,796	\$443,901	\$132,992	\$553,875	\$0	\$1,826,720	\$1,826,720	\$0
OVERTIME	\$170,834	\$205,836	\$52,048	\$172,215	\$0	\$480,000	\$480,000	\$0
SEPAR. PAY	\$0	\$0	\$0	\$0	\$0	\$40,000	\$40,000	\$0
TELEPHONE	\$0	(\$83,547)	\$0	\$0	\$0	\$310,000	\$310,000	\$0
UNFRMS-FT	\$8,469	\$10,934	\$945	\$5,103	\$626	\$26,500	\$26,500	\$0
MISC EQUIP	\$7,134	\$5,095	\$60	\$3,584	\$2,150	\$60,000	\$60,000	\$0
MED SUPPL	\$10,403	\$8,755	\$1,282	\$4,749	\$15,251	\$40,000	\$40,000	\$0
FICA-CITY	\$19,934	\$23,051	\$8,377	\$27,166	\$0	\$70,000	\$70,000	\$0
PENS-CITY	\$19,482	\$21,828	\$6,124	\$21,123	\$0	\$92,000	\$92,000	\$0
TRUCKS	\$0	\$23,863	\$0	(\$66,158)	\$66,158	\$40,000	\$40,000	\$0
EDUC REIMB	\$0	\$39,925	\$77,000	\$77,000	\$0	\$148,750	\$148,750	\$0
<b>OPERATIONS</b>	<b>\$722,052</b>	<b>\$702,387</b>	<b>\$278,827</b>	<b>\$798,656</b>	<b>\$84,186</b>	<b>\$3,133,970</b>	<b>\$3,133,970</b>	<b>\$0</b>
Total 19509926 POST EMPLOY'T BENEFI	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OPERATIONS</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$2,913,990</b>	<b>\$2,166,062</b>	<b>\$310,762</b>	<b>\$2,096,392</b>	<b>\$95,452</b>	<b>\$9,005,367</b>	<b>\$9,005,367</b>	<b>\$0</b>

**PERCENT COLLECTED FROM BUDGET**

**23.28%**



# City of West Haven – Finance Manager Status

## As of December 12, 2024

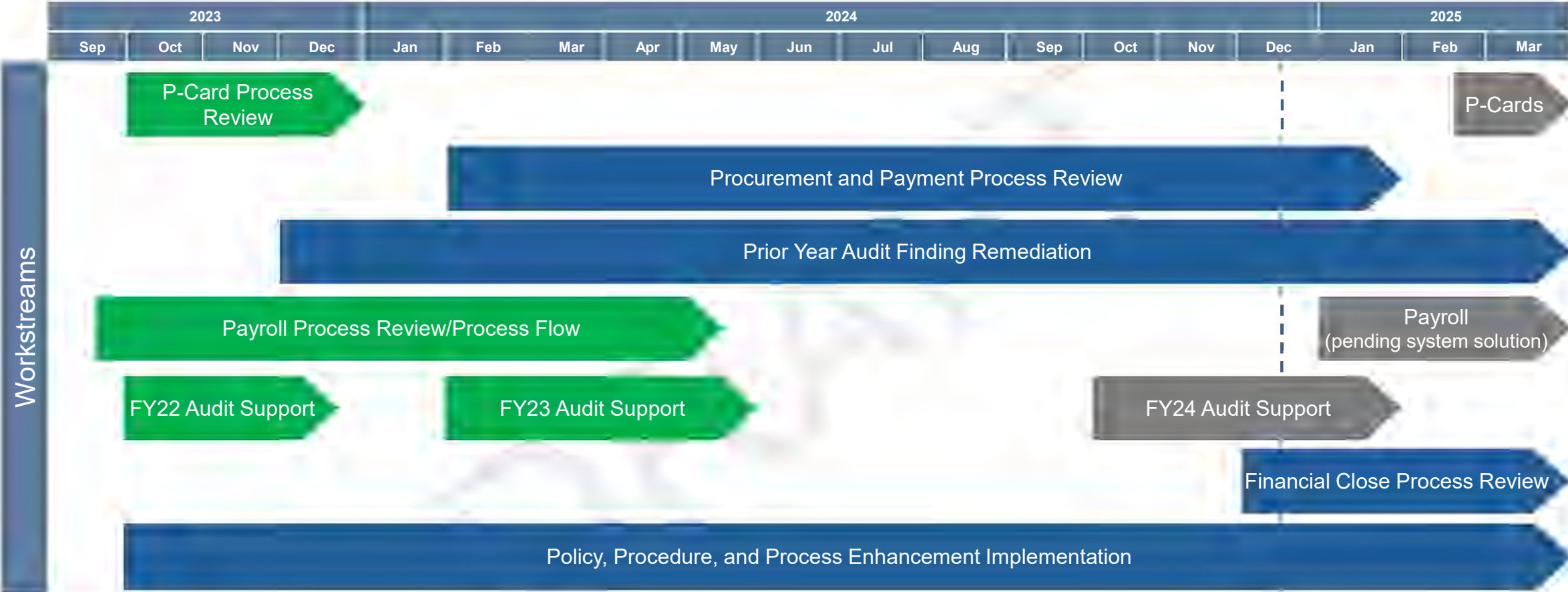
Objective	Accomplishments	Next Steps
 <p><b>Audit</b></p> <p>Assist the City to become current on financial statement audits through FY24 while resolving prior year audit findings</p>	<ul style="list-style-type: none"> <li>Continued to track progress related to implementation of audit recommendations with a copy of the tracker submitted to auditors for review as part of FY24 audit</li> <li>Drafted a Billing Policy to address billing handled outside of the Finance Department</li> </ul>	<ul style="list-style-type: none"> <li>Continue to support and track progress of implementation of corrective action plans to remediate audit findings</li> <li>Assist the City to complete the FY24 audit by January 2025</li> </ul>
 <p><b>Procurement and Payment</b></p> <p>Implement enhancements and document updated processes and procedures related to the City's purchasing and outgoing payment practices</p>	<ul style="list-style-type: none"> <li>Distributed the policy and internal documents related to:               <ul style="list-style-type: none"> <li>Accounts Payable Policy</li> <li>Employee Reimbursement Forms</li> <li>Employee Milage Reimbursement Form</li> </ul> </li> <li>Completed a review of the City's bank user access listing and account signatories</li> </ul>	<ul style="list-style-type: none"> <li>Continue policy and procedure development including:               <ul style="list-style-type: none"> <li>Ongoing vendor and vendor contract management</li> <li>Cash/cash equivalent handling and management</li> <li>1099 vendor eligibility review, reporting, and transmittal procedures</li> </ul> </li> </ul>
 <p><b>Payroll</b></p> <p>Improve the payroll process including remediation of observations identified by external audit and Whittlesey</p>	<ul style="list-style-type: none"> <li>N/A – Request for Proposal has closed as of 9/19 with the City close to vendor finalization</li> </ul>	<ul style="list-style-type: none"> <li>If ADP is retained, support implementation of previously identified system-related recommendations including:               <ul style="list-style-type: none"> <li>Timekeeping/Accrual integration</li> <li>Reduction of manual adjustments</li> </ul> </li> </ul>

# City of West Haven – Finance Manager Status

## As of December 12, 2024

Objective	Accomplishments	Next Steps
 <p><b>Financial Close</b></p> <p>Develop and implement enhancements to monthly and year-end financial close procedures</p>	<ul style="list-style-type: none"> <li>• Distributed polices and procedure documentation related to:               <ul style="list-style-type: none"> <li>○ Contingency balance usage</li> <li>○ Fund Balance Policy</li> </ul> </li> <li>• Created a Bad Debt Expense Policy, including receivables analysis, write off procedures, and approval thresholds</li> <li>• Developed a checklist for closing tasks for Month-end / Year-end financial close</li> </ul>	<ul style="list-style-type: none"> <li>• Review and finalize close checklist with the Finance Director</li> <li>• Develop plan to enhance the close process and draft policy and procedure documentation identified by the City, as needed</li> <li>• Approve and distribute pending policy related to:               <ul style="list-style-type: none"> <li>○ Payroll Policy</li> <li>○ Bad Debt Expense Policy</li> </ul> </li> </ul>
 <p><b>Process Documentation and Improvement</b></p> <p>Identify general process improvement opportunities and further formalize processes via policies and procedures</p>	<p><i>Refer to Appendix for Policy Tracker Status</i></p>	<ul style="list-style-type: none"> <li>• Continue developing policies to improve practices, address Audit findings, and Whittlesey's recommendations.</li> <li>• Finalize and receive City approval for drafted policies and procedures including the Investment Policy</li> </ul>

# City of West Haven – Project Timeline



Workstreams

**Legend**

- █ Closed
- █ In Progress
- █ Future Workstream

**Potential Additional Support Areas:**

- Grant Management
- Personnel
- Budgeting
- Cash Receipts
- Governance





# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	Purchase Of A New EMS Stretcher Power-Load System For Our Rescue Vehicle			
<b>City Agency</b>	City of West Haven Allingtown Fire Department			
<b>Vendor Utilized</b>	Stryker Sales, LLC			
<b>Address</b>	21343 Network Place			
<b>City, State, Zip</b>	Chicago Il 60673-1213			
<b>Procurement Process</b>	<input type="checkbox"/> Bid/RFP [ <b>Enter Bid No</b> ] <input type="checkbox"/> State Contract [ <b>Enter State Contract #</b> ] <input checked="" type="checkbox"/> Cooperative Agreement [ <b>Source well Contract 041823</b> ] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
<b>No of Bid/RFP Respondents</b>				
<b>Quote No('s) if applicable</b>	#10879169			
<b>Source of Funds</b>	American Rescue Plan Funding (City Project # 2022-015)			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$61,013.25
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	<p>Please accept this letter as an official request to obtain approval for the purchase of a new EMS Stretcher Power-load system for our rescue vehicle that is being refurbished. The benefits of this system include increased injury prevention to both patients and caregivers by.</p> <ul style="list-style-type: none"><li>• Reducing spinal loading as the Power-LOAD system lifts and lowers the stretcher, reducing the spinal load on caregivers.</li><li>• Reducing the risk of cumulative trauma injuries as the Power LOAD system helps prevent cumulative trauma injuries.</li><li>• Reducing the risk of patient drops as the Power-LOAD system supports the stretcher until the wheels are on the ground.</li></ul> <p>The benefits above will assist in the reduction of workers compensation claims and ensure a more efficient patient transfer from an emergency scene, into the transport emergency vehicle and then into the Emergency Department at the hospital. Currently, our existing rescue EMS transport unit does not possess this system, and it would greatly enhance the refurbishment project that is progressing now.</p>			
<b>Department Submission [Name and Title]</b>	Michael R. Terenzio, Fire Chief; B.S. EM; FO IV, FSI II City of West Haven-Allingtown FD			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			



## City of West Haven Allingtown PP2 and Power Load

Quote Number: 10879169

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: CITY OF WEST HAVEN ALLINGTOWN FIRE DIST  
Attn:

Rep: Michael Hooper  
Email: michael.hooper2@stryker.com  
Phone Number: (203) 496-3431  
Mobile: (203) 496-3431

GPO: **Sourcewell Contract 041823**

Quote Date: 10/07/2024

Expiration Date: 10/25/2024

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CITY OF WEST HAVEN ALLINGTOWN FIRE DIST	Name:	CITY OF WEST HAVEN ALLINGTOWN FIRE DIST	Name:	CITY OF WEST HAVEN ALLINGTOWN FIRE DIST
Account #:	20036467	Account #:	20036467	Account #:	20037049
Address:	318 FAIRFAX ST WEST HAVEN Connecticut 06516	Address:	318 FAIRFAX ST WEST HAVEN Connecticut 06516	Address:	POBox 26095 WEST HAVEN Connecticut 06516-8095

### Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$29,888.85	\$29,888.85
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	\$32,398.80	\$32,398.80
4.0	639000010135	CABLE, ANCHOR TO VEHICLE	1	\$98.00	\$98.00
5.0	77100003	ProCare Cot Upgrade or Install	1	\$349.00	\$349.00
Equipment Total:					\$62,734.65

### Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	1	-\$2,500.00	-\$2,500.00

### Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$778.60
<b>Grand Total:</b>	<b>\$61,013.25</b>





## City of West Haven Allingtown PP2 and Power Load

Quote Number: 10879169

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: CITY OF WEST HAVEN ALLINGTOWN FIRE DIST  
Attn:

Rep: Michael Hooper  
Email: michael.hooper2@stryker.com  
Phone Number: (203) 496-3431  
Mobile: (203) 496-3431

GPO: Sourcewell Contract 041823

Quote Date: 10/07/2024

Expiration Date: 10/25/2024

Prices: In effect for 30 days

Terms: Net 30 Days

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

**Solicitation Number: 041823****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division, 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Critical Care and EMS Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.



## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, AND FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcwell and Supplier.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld.



C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in the United States only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:

- i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
- ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
- iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
- iv. Award announcement emails; and
- v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all



marketing and promotional materials, including signage, provided by the other party or dispose of it according to requesting party's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the term of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following required coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*  
 Workers' Compensation: As required by any applicable law or regulation.  
 Employer's Liability Insurance: must be provided in the required amounts listed below:

Required limits:

\$2,000,000 each accident for bodily injury by accident

\$2,000,000 policy limit for bodily injury by disease

\$2,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Required Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$2,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Required Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance.*

Intentionally omitted

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s network security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Required limits:

\$2,000,000 per occurrence or claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be issued by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to vicarious liability of Sourcewell and/or its Participating Entities which may arise out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that except with respect to any claim or loss that arise from the negligence or willful misconduct of Sourcewell and/or its Participating Entities, the commercial general liability insurance coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation and employer's liability and commercial automobile liability insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to such insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION INTENTIONALLY OMITTED.

F. SELF-INSURANCE. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Supplier shall be permitted to comply with these insurance requirements through a program of self-insurance

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

This Agreement is the entire, final, complete, and fully integrated agreement between Sourcewell **and** Supplier for the benefit of any Participating Entity with respect to the subject matter hereof and supersedes any prior agreements or communications between the parties, whether written, oral, electronic or otherwise.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal



Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.



O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

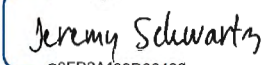
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Stryker Sales, LLC, through its Medical Division

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 9/14/2023 | 4:41 PM CDT

DocuSigned by:  
  
 By: 6CE0778B706449D...  
 Anne Mullally  
 Title: Vice President and General Manager  
 Date: 9/15/2023 | 6:56 AM PDT

Approved:

DocuSigned by:  
  
 By: 48BAF71B0894454...  
 Chad Coauette  
 Title: Executive Director/CEO  
 Date: 9/15/2023 | 8:58 AM CDT

## Exhibit A

### Stryker Trademark Usage



#### Logo position, spacing and size

##### Position

- Stryker logo must appear prominent and not compete with word marks, surrounding text, images or other visual elements.
- Our preferred logo placement is horizontal; however, Sourcewell can position Stryker logo vertically.
- When horizontally positioned, place Stryker logo in either the top left or top right corner of the layout.
- When horizontally positioned, Stryker prefers Sourcewell places Stryker logo above all other text and in a position that doesn't appear aligned with any visual elements other than a color field and/or dimensional frame.
- When vertically positioned, Stryker logo must be the most dominant element on the layout (for example, up the side of a trade show banner).
- Avoid overuse of Stryker logo by using only one logo per layout and refrain from using our logo multiple times across a multi-page document.
- Stryker logo must appear on the first page or section of a document.

##### Clear space

- Provide clear space around our logo to clearly identify it as our master brand.
- The diagram below demonstrates the minimum space required; clear space is equal to 1.5 times the height of our logo.

##### Minimum size

- When using Stryker logo, maintain a minimum size of 1" (25.4mm) in print applications to maintain brand presence.
- The goal is to maximize the size of Stryker logo in proportion to the size of the layout.



##### Clear space

**stryker**

##### 1" (25.4mm)

##### Minimum size:

##### Do not:

- use any color except black for Stryker logo.
- use Stryker logo with a registration mark (\*).
- show Stryker logo upside down or reflected.
- angle or tilt except at a 90° angle.
- violate clear space in any way.
- show Stryker logo at minimum size in a large-scale layout.
- show Stryker logo oversized on a layout relative to the scale of the other visual elements.
- use Stryker logo with other text; instead, spell out "Stryker" or "Stryker's" when [using Stryker name](#).
- translate Stryker logo; however, Sourcewell can translate our Stryker in text.
- include Stryker logo as part of another trademark or service mark.
- alter any part of Stryker logo.
- skew or distort Stryker logo.
- animate Stryker logo; except in videos.
- add a line above or below Stryker logo.
- crop Stryker logo.
- use Stryker logo at a low resolution.
- use Stryker logo vertically with text that has more dominance.
- add shadows or shading.
- add a border.
- use an outline.
- use on unapproved background colors.
- place in a shape (for example, a circle or triangle) unless placed on a square or rectangular.
- place business, function, region, service names or word marks on the same line as Stryker logo.

# RFP 041823 - Critical Care and EMS Equipment

---

## Vendor Details

Company Name: Stryker Sales, LLC  
Does your company conduct business under any other name? If yes, please state: Howmedica Osteonics Corp  
Address: 2825 Airview Blvd.  
Kalamazoo, MI 49002  
Contact: Ted Harris  
Email: ted.harris@stryker.com  
Phone: 615-512-4890  
HST#: 38-2902424

## Submission Details

Created On: Monday March 06, 2023 16:19:47  
Submitted On: Friday April 14, 2023 13:58:59  
Submitted By: Bobby Flanagan  
Email: Robert.Flanagan@stryker.com  
Transaction #: 34aa1fbb-1f4f-420c-825f-d4a930e802a5  
Submitter's IP Address: 64.208.103.178

---

## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Sales, LLC, through its Medical Division
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Sales, LLC, through its Medical Division
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable
4	Provide your CAGE code or Unique Entity Identifier (SAM):	75AF1, [No CAGE code for SYK SALES CORP; All Govt Contracts through SYK Corp]
5	Proposer Physical Address:	11811 Willows Road NE Redmond, WA, 98052
6	Proposer website address (or addresses):	<a href="https://www.stryker.com/us/en/emergency-care.html">https://www.stryker.com/us/en/emergency-care.html</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jennifer Collins Manager, Strategic Pricing and Contracts Tel: 425 867 4685 Email: jennifer.collins@stryker.com Address: 11811 Willows Road NE Redmond, WA, 98052
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Harris, Manager, Strategic Accounts Tel: 615 512 4890 Email: ted.harris@stryker.com Address: 11811 Willows Rd. NE, Redmond, WA 98052
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Wang, Associate Manager, Bids & Proposals Tel: 425-867-4216 Email: maggie.wang1@stryker.com Address: 11811 Willow Rd NE, Redmond, WA 98052

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>About Stryker</p> <p>Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services.</p> <p>We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-of-hospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide.</p> <p>Global Presence</p> <p>Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 700 of these team members are based in Redmond, WA.</p> <p>Vision and Mission</p> <p>We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations.</p> <p>We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care.</p> <p>Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it.</p> <p>MISSION: Together with our customers, we make healthcare better.</p>
11	What are your company's expectations in the event of an award?	If Stryker is the winner, Stryker will negotiate in good faith mutually beneficial terms following award issuance.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stryker Corporation Annual Report has been uploaded to the attachment section. Stryker Sales, LLC, through its Medical Division is a wholly owned affiliate of Stryker Corporation.
13	What is your US market share for the solutions that you are proposing?	<p>In 2022, our prehospital business captured 69% of market share. We are unique in that we have solutions that equip the back of the ambulance with everything from monitor/defibrillators, to cots and fasteners, to data solutions, and beyond. We are unmatched when it comes to the breadth of products and service that we can provide our customers. Our flagship product lines have captured majority market share in their respective categories as described below:</p> <ul style="list-style-type: none"> <li>• LIFEPAK 15 (monitor/defibrillators in pre-hospital): 55%</li> <li>• LIFEPAK CR2, HeartSine (AEDs in pre-hospital and public access): 30%</li> <li>• Transport equipment (cots, fasteners, chairs in prehospital): 94%</li> <li>• LUCAS 3 (mechanical chest compression systems in pre-hospital): 80%</li> </ul>
14	What is your Canadian market share for the solutions that you are proposing?	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corporation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.



16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third party like distributor/dealer/reseller will be involved.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products. Our field service team uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Please refer to Section 6 of the pdf. proposal for relevant sole source certifications.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No suspension or Debarment applies to Stryker.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>At Stryker, we owe our achievements to our dedicated employees. Below are some recent honors we've received for our business results, workplace culture and philanthropic activities:</p> <ul style="list-style-type: none"> <li>• 2022 Best Workplaces for Millennials: : Great Places to Work</li> <li>• 2022 Best Workplaces in Manufacturing and Production: : Great Places to Work</li> <li>• 2022 100 Best Companies to Work For: : Great Places to Work</li> <li>• 2022 Best Workplaces Canada: Great Places to Work</li> <li>• 2022 World's Best Workplaces: Great Places to Work</li> <li>• 2022 Don Clifton Strengths-Based Culture Award</li> <li>• 2022 Best Places to Work for LGBTQ+ Equality: 100% Corporate Equality Index</li> <li>• 2021 Military Friendly Employer: Silver</li> <li>• 2021 Reader's Choice A Top 50 Employer: Woman Engineer Magazine</li> <li>• 2021 Reader's Choice A Top 50 Employer: Minority Engineer Magazine</li> <li>• 2022 Companies that Care: People Magazine</li> <li>• 2021 Change the Future: Fortune</li> </ul> <p>Please see a full list of company awards at this link:  <a href="http://www.stryker.com/us/en/about/awards/awards.html">www.stryker.com/us/en/about/awards/awards.html</a></p>
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>75-80%</p>
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2-3%</p>
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>NASPO (No Transport on Contract)  2020:\$15.3M, 2021: \$15.4M, 2022: \$15.9M</p> <p>Savvik(Treatment and Transport)  2020: \$5.3M 2021: \$14.2M 2022: \$16.5M</p>
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>GSA Contract: Federal Supply Schedule (FSS)  2020: \$61.6M  2021: \$66.8M  2022: \$51M</p> <p>SOSA Contract: none</p>

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mount Vernon Fire Dept.	Deborah Norman	(914)490-0131 Email: dnorman@cmvny.com	*
Sable Altura Fire Dept.	Chief Rich Solomon	(303)364-7187 Email: Solomon.Rich@sablealturafire.org	*
Akron Fire and EMS	Chief Chris Karakis	(330)903-1101 (mobile)	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NEW YORK CITY FIRE DEPT AND MED EQUIP	Government	New York - NY	FDNY replaced their Philips defibrillators with LIFEPAK 15s and LIFEPAK CR2s, and replaced Ferno cots with Stryker power stretchers and loading systems.	\$35,697	\$39,767,262	*
NEW YORK CITY OFFICE OF EMER AND MGMT	Government	New York - NY	Purchased LIFEPAK 15 defibrillator/monitors to combat the pandemic.	\$4,707,735	\$23,538,676	*
MIAMI DADE FIRE RESCUE	Government	Florida - FL	Miami Dade replaced 99 LIFEPAK 15 defibrillators in 2021, and replaced 72 power cots in 2022. They purchased 125 LIFEPAK CR2 AEDs in 2022 and added 20 Lucas 3 chest compression devices to their fleet. Miami Dade airport purchased 40 CR2 AEDs, and Miami Dade Fleet Management purchased 50 CR2 AEDs.	\$4,365	\$7,468,898	*
ESCAMBIA COUNTY EMS	Government	Florida - FL	Escambia County purchased 50+ LIFEPAK 15 defibrillator/monitors, 37 Power Pro XT cots, 140 CR2 AEDs, 50 Lucas chest compression devices, and ProCare service plans for all of the above.	\$51,124	\$7,464,160	*
SOUTH DAKOTA DEPT OF HEALTH	Government	South Dakota - SD	SD Statewide LIFEPAK standardization project	\$182,532	\$7,118,773	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *



26	Sales force.	<p>Stryker Emergency Care is committed to providing unmatched professional support through our Sales and Field Service Representatives who are strategically located throughout the U.S. to make us a customer centered organization.</p> <p>Our pre-hospital account manager team is the largest in comparison to our competitors with 291 Emergency Care account managers supporting customer needs. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sales.</p>	*
27	Dealer network or other distribution methods.	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. No dealer or distributor will be involved.	*
28	Service force.	<p>Stryker has made in our Field Service team that provides on-site product maintenance and repair. This team consists of 310 ProCare technicians nationwide and allows us to take the approach of conducting necessary equipment repairs at your location versus requiring you to ship devices in and wait for replacement units.</p> <p>Repairs by the numbers  Enhance equipment life: Of those surveyed, 85 percent of EMS customers reported the life of their equipment has been extended because of ProCare Services.  Equipment experts: ProCare technicians receive over 200 hours of equipment training, and have an average tenure of 12 years with Stryker.  Proactive approach: In 2019, ProCare Services did preventive maintenance inspections on over 83,450 pieces of EMS equipment.  Increased efficiency: 86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services.</p> <p>The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>If ordering Capital Goods</p> <ol style="list-style-type: none"> <li>1. Customer calls(phone at 800 327 0770 option 1) or emails our Customer Service Team to get the contact information of the account manager for their region.</li> <li>2. Customer reaches out to Account Manager letting them know what is needed.</li> <li>3. Account Manager creates quote for items.</li> <li>4. Customer creates PO meeting all requirements based on the quote.</li> <li>5. PO is submitted back to the Account Manager</li> <li>6. Account Manager submits order and confirms with customer.</li> </ol> <p>If ordering parts, accessories or disposables:</p> <ol style="list-style-type: none"> <li>1. Customer can call or email our Customer Service Team for a price quote.</li> <li>2. PO meeting all requirements is created by customer based on pricing quote.</li> <li>3. PO emailed in to medicalcustomerservice@stryker.com</li> <li>4. Customer Service Team would process and send confirmation.</li> </ol> <p>If ordering services:  Stryker won't be using any distributors / subcontracts for ProCare Contract execution. All work will be done locally or in our factory depot by Stryker employees. Stryker provides copies of work orders describing all work performed, parts used and labor time involved with the repair. Customers can also access on our online ProCare portal should they choose to do so.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stryker ProCare is the largest on-site OEM team in the pre-hospital space for maintaining, repairing, and serving customers equipment needs in North America. Our competitive difference is that we provide people who handle all device needs at your facilities versus being required to organize, track, box, and ship devices back to corporate headquarters for maintenance and repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Stryker is able to provide products and accessories to entities where 3rd party carrier can reach in US.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Not applicable	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker is able to serve through the proposed contract throughout the whole US.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There's no additional requirements or restrictions to entities in Hawaii and Alaska. As there is no local Hawaii stock available for these Stryker items and these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Co-op contracts are vital components of Stryker Emergency Care's marketing and sales strategy. The Sourcwell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of over 200 representative. For external marketing efforts, we keep a large library of product resources online for customers to easily access: <a href="http://www.stryker.com/us/en/emergency-care/product-resources.html">www.stryker.com/us/en/emergency-care/product-resources.html</a> Additionally, we share a library of videos featuring product in-service instructions, best practice tips, survivor stories, and more all available online: <a href="http://www.stryker.com/us/en/emergency-care/news">www.stryker.com/us/en/emergency-care/news</a> and <a href="http://www.youtube.com/@StrykerEMS1">www.youtube.com/@StrykerEMS1</a> Please download this file to see a sample of our marketing collateral: <a href="https://we.tl/t-4vJsEZkENy">https://we.tl/t-4vJsEZkENy</a>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stryker uses a host of digital marketing efforts to promote our mission of Together, we save lives. We are active on Facebook, LinkedIn and Twitter and use these platforms to connect with our customers and share valuable information regarding our product and educational offerings. We actively optimize our web properties through SEO monitoring and metadata/alt tag updates to provide the most up-to-date information as well as increase our visibility in online searches on both Google and Bing. We also work on improving our website CX to bring the best web experience possible to our customers and prospects. Our digital advertising focuses on connecting our prospective customers with sales reps in an efficient manner that drives quick and meaningful connections to build long lasting relationships built on trust and performance.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Stryker will expect Sourcwell to promote the value and benefits of co-op contracting and what differentiates Sourcwell from other contracting entities in the EMS market. More specifically, we would like for Sourcwell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field representatives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team. We are always open do joint promotions and other marketing efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<ol style="list-style-type: none"> <li>1. Purchasing agents – Must be approved &amp; registered as user.</li> <li>2. Documentation – Order confirmation and order status change confirmation</li> <li>3. History – Order details, purchasing details, shipping status.</li> <li>4. Pricing – customer contract pricing loaded for all eligible items, list price vs contract pricing views.</li> <li>5. Payment options – Purchase orders, credit cards (Visa, MC, Amex).</li> <li>6. Subscription re-ordering</li> <li>7. Favorites list.</li> <li>9. Returns – Form to initiate returns.</li> <li>10. Support – Telephone &amp; email available.</li> <li>11. Notifications – Email notifications when out of stock items are back in stock.</li> <li>12. Security – Meets PCI Data security standards.</li> </ol> <p>Please visit our store at <a href="https://stryker-corporation-emergency-care.mybigcommerce.com/">https://stryker-corporation-emergency-care.mybigcommerce.com/</a>. Preview code: f6lxvznsf is needed to access the website.</p> <p>Government customers often use these web sources to purchase products: GSA eBuy and ECAT (Electronic Catalog).</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As one of the world's leading medical technology companies, we are driven to make healthcare better by creating innovative products and services that improve patient outcomes. To deliver the full potential of these innovations, customers must be trained on their safe and effective use. We support care team member learning in many parts of the world through a full range of virtual trainings on our MedEd portal, including trainings delivered in virtual reality. Please visit <a href="https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events">https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events</a> for a comprehensive selections of webinars, online courses and others resources. In addition, training is included with equipment purchase. With over 291 Emergency Care account managers, 310 field service representatives, 15 field clinical specialists, we ensure every customer has access to personalized, hands-on training across the communities we serve.
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15, the only monitor on market with ability to deliver over 200J Energyseries, offers 360J Biphasic Energy (Stryker Exclusive)
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We are committed to reducing our environmental impact on the world through responsible, sustainable operations. In 2022, we reduced carbon emissions by 20 percent for all Stryker facilities compared to a 2019 baseline. We have made a commitment to becoming carbon neutral for all Stryker facilities by 2030 and powering 100 percent renewable electricity by 2027.</p> <p>The local Stryker Environmental Alliance chapters identify environmental opportunities at each site.</p> <p>Stryker is also proactively working to reduce both what we use and what we leave behind. We're tracking our progress and installing global reporting systems, setting goals for manufacturing and looking at our use of resources across the business. We're also partnering with our customers to reduce what is left behind in landfill waste and grow resources that will help the planet, like national forests.</p> <p>Stryker has also made a commitment to be Carbon neutral for all facilities by 2030 - <a href="https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html">https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html</a></p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Stryker is committed to achieving excellence as an environmental steward by conserving natural resources, promoting energy efficiency and eliminating waste. Our goal is to divert the highest possible amount of materials from the landfill through recycling. We strive to meet or exceed all relevant laws, regulations and other environmental legislation which are applicable to our business like e-waste and universal waste. Physio-Control strives to address chemicals of concern, and is RoHS, WEEE and battery directive compliant and conducts bio-compatibility testing on targeted materials. For additional information, please refer to:</p> <p>Corporate Responsibility: <a href="https://www.stryker.com/us/en/about/corporate-responsibility.html">https://www.stryker.com/us/en/about/corporate-responsibility.html</a></p> <p>Stryker Recycling: <a href="https://www.strykeremergencycare.com/recycling/">https://www.strykeremergencycare.com/recycling/</a></p>

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Stryker Corporation does not hold any of the referenced certifications but we are committed to partnering with and providing opportunities for suppliers that do (<a href="http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm">http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm</a>). Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts. In 2022, Stryker's North American spend was over \$300M with diverse-owned businesses and over \$890M with small businesses.</p> <p>Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB).</p> <p>Stryker Supplier Diversity</p> <p>We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women</li> <li>• Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise</li> <li>• Stryker's Allies for Equality (SAFE): championing LGBTQ authenticity at work</li> <li>• Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees</li> <li>• Stryker's Emerging Professionals (SEP): engaging and inspiring the next generation</li> <li>• SOMOS Hispanic/Latinx network: celebrating diversity while advocating for the Hispanic/Latinx community</li> <li>• Stryker's Veterans Association (SVA): supporting, recruiting, developing, and retaining veteran employees while giving back to our military communities</li> <li>• Allies for All Abilities (3A): positively changing the lives of employees, families, and communities with visible and invisible disabilities</li> <li>• Asian Community Empowerment (ACE): promoting Asian cultural diversity and professional development</li> </ul> <p>Stryker Employee Resource Groups</p>
----	--	---



45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>What can you expect from a partnership with Stryker:</p> <ul style="list-style-type: none"> <li>• Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance.</li> <li>• Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most.</li> <li>• Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement.</li> <li>• Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement.</li> <li>• Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs.</li> <li>• Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing.</li> </ul> <p>What you can expect from our products:</p> <ul style="list-style-type: none"> <li>• Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to raising, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker's powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems.</li> <li>• LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtCO2, SpO2, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes.</li> <li>• LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport.</li> <li>• McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope.</li> <li>• LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency.</li> <li>• CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency.</li> <li>• ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.</li> </ul>
----	---	---

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Please refer to Stryker Limited Warranty for details.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, if the product is modified or used in a way that is not part of the instructions for use, it may affect warranty coverage. Reference the Operations and Maintenance manuals for proper usage. Please visit this link to see a detailed warranty description of Stryker's Emergency Care products: <a href="https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf">https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf</a>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No for US. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker is the original equipment manufacturer and will be the only factory authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs. No items made by other manufacturers will be offered in this proposal.
51	What are your proposed exchange and return programs and policies?	If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product. Stryker will provide an RMA and accept the return of any product under any of the following circumstances: a) Stryker shipped the product in error; b) Customer received the product after the product's expiration date; c) Customer received the product in a damaged condition; d) The product is recalled and must be removed from the market; or e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply). Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation for Joint Commission, DNV, CMS, Dedicated service representative. (Service flyer included with bid proposal)

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products. Ask your Sales Representatives for assistance in finding the financial solution that best fits your needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of Work orders have been uploaded to the required section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ACH is our preferred payment method.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: <ul style="list-style-type: none"> <li>- Cost of goods/manufacture</li> <li>- Customer's willingness to pay</li> <li>- Competitive/market pressure</li> </ul> Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf proposal or separate pricelist for details.
59	Describe any quantity or volume discounts or rebate programs that you offer.	No special discounts or rebate programs will be offered. Products or services will be sold at the discount level as advised in the pdf price list.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products or services are quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through <a href="https://www.stryker.com/us/en/emergency-care/contact.html">https://www.stryker.com/us/en/emergency-care/contact.html</a> for advice.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable.  No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges depend on the method of shipping customer chooses and the total dollar amount of the order. Freight value will be advised at check out, prepaid and added to the invoice.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As there is no local Hawaii or Alaska stock available for these Stryker items, these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.  This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for freight, shipping and delivery terms
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.



**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>Stryker is aware that the pricing proposed here may vary from other publicly available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments.</p> <p>The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	Stryker employs a contract coordinator position tasked with post-award management of contract requirements, including sales reporting and sales administration fees.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal that is uploaded to the portal.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All products and services is included in the proposal.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Cardiac monitors, defibrillators	<input checked="" type="radio"/> Yes <input type="radio"/> No	LIFEPAK 15
72	Automated External Defibrillator (AED) used by emergency responders	<input checked="" type="radio"/> Yes <input type="radio"/> No	LIFEPAK CR2, LIFEPAK 1000 HearSine
73	CPR Assist Devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	LUCAS 3
74	Patient movement devices and systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Stryker transport products
75	Critical Care assist equipment such as IV pumps, ventilation equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	<input type="radio"/> Yes <input checked="" type="radio"/> No	
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	<input type="radio"/> Yes <input checked="" type="radio"/> No	
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes

80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Stryker offers an e-procurement website where customers may directly purchase accessories and disposables. To order 24/7 at our store at <a href="https://shop.stryker.com/">https://shop.stryker.com/</a>.</p> <p>All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. Please visit <a href="https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events">https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events</a> for a comprehensive selections of webinars, online courses and others resources, or contact your Account Manager for specific needs.</p> <p>Each sold equipment includes installation guide. Call Stryker service at 1-800-327-0770 if you need help after installation.</p> <p>Stryker offers Limited Warranty at no charge as stated in Section 4 of the pdf. proposal. Additional year of coverage provided via ProCare Service is optional and the cost is included in this quote. Packages are available for all emergency equipment including cots, chairs, fasteners, chest compression systems, defibrillators and monitors. Contact your account manager or visit <a href="https://stryker.com/procare">stryker.com/procare</a> to learn more about our comprehensive service plans.</p>
----	---	--	--

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Stryker Sourcewell Price File FINAL.pdf - Friday April 14, 2023 13:37:10
  - [Financial Strength and Stability](#) - 2023. 02 Stryker SEC Report.pdf - Wednesday April 05, 2023 00:06:58
  - [Marketing Plan/Samples](#) - Samples of Marketing Materials (1).zip - Wednesday April 05, 2023 00:23:25
  - [WMBE/MBE/SBE or Related Certificates](#) - stryker-2022-comprehensive-report.pdf - Tuesday April 11, 2023 20:00:40
  - [Warranty Information](#) - 2023.02 Stryker Emergency Care Warranty.pdf - Tuesday March 21, 2023 16:02:35
  - [Standard Transaction Document Samples](#) - Stryker Sample--Work Order Service Report\_Redacted.pdf - Tuesday April 11, 2023 20:09:02
  - [Upload Additional Document](#) - 2023. 04 Sourcewell EMS Equipment RFP Proposal \_Stryker.pdf - Friday April 14, 2023 13:41:28

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maggie Wang, Associate Manager, Bids & Proposals, Stryker Sales, LLC, through its Medical Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_RFP_041823_Critical_Care_EMS</b> Tue April 11 2023 09:23 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_041823_Critical_Care_EMS</b> Wed April 5 2023 04:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_041823_Critical_Care_EMS</b> Tue April 4 2023 08:26 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_RFP_041823_Critical_Care_EMS</b> Wed March 29 2023 04:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_041823_Critical_Care_EMS</b> Thu March 23 2023 03:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_041823_Critical_Care_EMS</b> Wed March 22 2023 06:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_041823_Critical_Care_EMS</b> Thu March 9 2023 03:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_RFP_041823_Critical_Care_EMS</b> Tue March 7 2023 07:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_041823_Critical_Care_EMS</b> Fri March 3 2023 02:40 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 041823-STY**

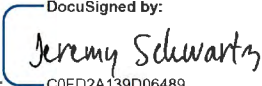
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend its response to Question 27 of the Proposal, now reserving the right to periodically approve certain Distributors (as described in Article 2.C.) on a case-by-case basis as needed from time to time.

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

By:   
DocuSigned by:  
C0FD2A139D06489...  
Jeremy Schwartz, Director of Operations/CPO

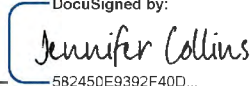
Date: 12/23/2023 | 1:07 PM CST

Approved:

By:   
DocuSigned by:  
48BAF71B0894454...  
Chad Coquette, Executive Director/CEO

Date: 12/23/2023 | 8:38 PM CST

**Stryker Sales, LLC**

By:   
DocuSigned by:  
582450E9392F40D...  
Jennifer Collins

Title: Manager, Strategic Pricing & Contracts

Date: 12/22/2023 | 2:19 PM CST

**AMENDMENT #2  
TO  
CONTRACT # 041823-STY**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend the Contract's Proposal to modify its discount structure.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 58 in "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

"Pricing is based on the category of products, ranging from 8% to 40% discount. See the price list for details."

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

Signed by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer

Date: 10/14/2024 | 2:16 PM CDT

**Stryker Sales, LLC**

DocuSigned by:  
By: Anne Mullally  
6CE0778B706449D...  
Anne Mullally, VP and General Manager

Date: 10/14/2024 | 11:10 AM PDT





# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	Services for ARPA Budgeting, Compliance, Reporting, and Other Services as Needed through April 2027			
<b>City Agency</b>	Finance Department			
<b>Vendor Utilized</b>	UHY ADVISORS N.E. LLC			
<b>Address</b>	6 Executive Drive, Suite 111			
<b>City, State, Zip</b>	Farmington, CT 06032			
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [RFQ] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter name and Contract #] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source [ ]			
<b>No of Bid/RFP Respondents</b>	N/A			
<b>Quote No('s) if applicable</b>	N/A			
<b>Source of Funds</b>	ARPA Project (2022-001 Financial Management)			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$75,000
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	This is for services related to Budgeting, Compliance, Reporting, and Other Services for the City of West Haven ARPA Funding. UHY was selected in 2021-2022 through and RFQ selection process. UHY has been assisting the City of West Haven in financial management of the ARPA grant. This request is to obligate \$75,000 of funding through the master services agreement. The funding is projected to be enough through the remainder of financial reporting and consulting services.			
<b>Department Submission [Name and Title]</b>	Ken Carney, ARPA Committee Chair & Building Committee Chair Michael Gormany, Finance Director			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the "Agreement") is made and entered into as of the xx<sup>th</sup> day of June 2022 (the "Effective Date"), by and between UHY CONSULTING, INC. a Delaware corporation ("UHY"), and the City of West Haven, Connecticut ("City").

**Statement of Purpose**

The parties desire to enter into this Agreement pursuant to which UHY will provide City with certain thought leadership or professional services.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration the parties hereby agree as follows:

1. **Engagement.**

a. City hereby agrees to hire UHY, and UHY hereby agrees to perform certain services for City, pursuant to the terms of this Agreement. For each project (a "Project") that City desires UHY to perform services (the "Services"), a detailed description of the Services, as well as any terms and conditions relating thereto, shall be set forth in detail in a "Statement of Work" in the form of Exhibit A attached hereto. Each such Exhibit A shall be signed by the parties. The parties at any time may execute and deliver a new Statement of Work relating to Services to be performed by UHY for City for a new Project, and any such Statement of Work shall be governed by this Agreement except as set forth therein. Notwithstanding anything in this Agreement to the contrary, UHY shall not be under any obligation to perform Services under this Agreement (except for those set forth in the initial Statement of Work entered into by the parties), and UHY may refuse to perform Services or enter into a Statement of Work for any reason in its sole discretion. In the event any of the terms of this Agreement conflict with the terms set forth in a Statement of Work, the terms of the Statement of Work shall control.

b. UHY represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with then prevailing industry standards and practices.

c. UHY represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement and agrees to comply in all material respects with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

2. **Term; Termination.**

a. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, either party may immediately terminate this Agreement upon written notice to the other party if the other party (i) has materially breached the terms of this Agreement beyond any



applicable cure period; or (ii) becomes insolvent or files for bankruptcy protection, or has a receiver appointed.

b. Upon termination of this Agreement for any reason, UHY shall be entitled to receive from City all compensation earned and all expense reimbursements owed as set forth in Section 3 below. City shall pay UHY the compensation and expense reimbursements owed as described above pursuant to the terms of this Agreement.

c. If either party terminates this Agreement prior to the completion of a Project, UHY shall complete the performance of Services pursuant to any open Statement of Work, even if such Services extend beyond the termination date, and City shall compensate UHY for the Services performed or to be performed pursuant to open Statement of Work and as provided for in this Agreement.

### 3. Compensation; Payment Terms; Expenses.

a. In consideration for the performance of the Services by UHY under this Agreement, City will pay UHY the fees and compensation reflected on each Statement of Work executed pursuant to this Agreement (the "Services Fee"), as described in Exhibit B. As the Services Fee will vary depending on the scope of Services performed on each Project, each Statement of Work will detail the agreed upon Services Fee. UHY shall be responsible and liable for any and all related costs and expenses on a Project, except for such reimbursable expenses as may be mutually agreed upon by City and UHY in the Statement of Work. UHY shall be reimbursed for any pre-approved travel and expenses associated with the performance of Services at any location other than the principal office of UHY.

b. UHY will periodically provide City with an invoice supporting any request for fee payment or reimbursement of expenses. City shall pay all invoices received by it from UHY within thirty (30) days of City's receipt of such invoices (the "Due Date").

c. In the event City fails to pay UHY all amounts owed under any invoice by the Due Date, and such failure to pay continues for five (5) days after the Due Date, UHY may: (i) in its sole discretion, suspend its performance of the Services for City until it is paid in full all amounts then owed (including all interest payable hereunder); and (ii) charge interest on all overdue sums hereunder at the rate of interest of eighteen (18.0%) percent per annum from the date such payment is due until paid.

### 4. Independent Contractor Status; Use of Affiliated Entities.

a. UHY's relationship with City hereunder shall be that of an independent contractor and as such, UHY shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of City. UHY shall be solely responsible for and shall pay any and all income taxes, fees and assessments (and all interest or penalties thereon) of every kind and nature arising by reason of or in connection with UHY's performance under this Agreement.

b. UHY has a contractual arrangement with UHY LLP whereby UHY LLP provides UHY with professional and support personnel and performs all services in connection with UHY engagements for which licensure as a CPA firm is required. In addition, UHY may use employees from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges UHY and agrees to the use of UHY LLP professional and support personnel for any Projects for which licensure as a CPA firm is required, as well as UHY's use of any employees from any of its affiliated entities on a Project as determined by UHY in its



sole discretion. UHY LLP is an independent firm of certified public accountants which performs attest services in an alternative practice structure with UHY and its affiliated companies; however, as used in this Agreement, all references to "affiliates" or "affiliated entities" of UHY or terms of similar import shall be deemed to be inclusive of UHY LLP.

c. UHY may use independent contractors from one or more affiliated entities to perform Services under this Agreement in order to efficiently and expeditiously perform the Services. City hereby acknowledges City and agrees to UHY's use of independent contractors from any of its affiliated entities on a Project as determined by UHY in its sole discretion.

d. On each Statement of Work, UHY shall designate a Project Manager who will be the main point of contact for City on each Project.

## 5. Intellectual Property Rights.

a. The parties hereby agree that all writings, tapes, recordings, computer programs, designs, and other works in any tangible medium of expression, regardless of the form or medium, which have been or are prepared by UHY in connection with rendering the Services hereunder (collectively the "Work Product") shall belong solely and exclusively throughout the world by UHY. Upon receipt of all amounts owed by City to UHY with respect to the Project for which the Work Product was created, UHY shall assign, grant, and deliver to City solely, exclusively and irrevocably throughout the world all ownership rights in and to the Work Product. Notwithstanding the foregoing, City hereby agrees that UHY is entitled to keep and maintain one (1) copy of each of the various types of Work Product for its records after any assignment of the Work Product by UHY to City. In addition, notwithstanding the foregoing or anything in this Agreement to the contrary, City acknowledges City and agrees that it shall have no rights in or to any of the processes, products or intellectual property utilized by UHY in the performance of the Services, to the extent that such processes, products or intellectual property are outside of the Work Product

b. City agrees that if it is satisfied with UHY's performance and delivery of Services it will serve as a reference for UHY if requested to do so by UHY. In addition, if City is satisfied with UHY's performance and delivery of Services, City agrees to grant UHY a limited license to use City's name and any marks of City on UHY's website and in any UHY marketing or promotional materials.

6. Changes to Services; Changes to Service Fee. From time to time, City may request change to the scope of Services being performed by UHY pursuant to an executed Statement of Work (a "Request for Changes"). City shall make a Request for Change by submitting a written request to City specifying the change or changes to Change warrants an increase to the Services Fee being paid to UHY for the Services, or changes to any other terms set forth in this Agreement or the applicable Statement of Work, then UHY shall inform City of the adjustment to the Services Fee (or any other change in terms) necessitated by the Request for Change. In no event shall a Request for Change result in a downward adjustment to the Services Fee being paid to UHY as set forth on the applicable Statement of Work. If City accepts UHY's quote for adjustment to its Services Fee, then the parties shall complete an Amended Statement of Work setting forth the new terms.

7. Obligations of City. In addition to all other obligations required of it under this Agreement, City shall (i) timely provide UHY with all information necessary for UHY to perform the Services; (ii) respond promptly to all requests by UHY for information required for UHY to be able to perform the Services, as well as any issues that UHY encounters in its performance of the Services requiring consultation with City; and (iii) assign one (1) individual to be primarily dedicated to managing the



provision of the Services on a Project and the relationship with UHY under this Agreement (the “City Project Coordinator”). City Project Coordinator for each Project shall be set forth on each Statement of Work. City Project Coordinator shall be generally available to UHY in order to communicate with UHY regarding any issues relating to a Project or Services, use reasonable efforts to participate in meetings or conference calls with UHY, and have the necessary authority to ensure that City is able to fulfill its obligations as described in (i) and (ii) above.

## 8. Restrictive Covenants.

a. UHY agrees (i) to hold in trust and confidence for City and to not disclose to any third party without prior written consent of City, the Confidential Information (as defined below) of City, whether it is tangible or intangible, (ii) not to use the Confidential Information for UHY’s personal benefit or for the benefit of any third party, and (iii) at the request of City, to return to City all Confidential Information which is tangible upon the termination of this Agreement. Notwithstanding the foregoing, City agrees and acknowledges City that UHY may disclose or use Confidential Information as UHY reasonably determines is necessary for its performance under this Agreement, including, but not limited to, disclosure to any representative of an affiliated entity involved in the performance of the Services. For purposes of this Agreement, the term “Confidential Information” shall mean all non-public information of City that is the subject of efforts by City that are reasonable under the circumstances to maintain its secrecy. The term Confidential Information shall specifically exclude data or information (aa) which has been voluntarily disclosed to the public by City; (bb) which has been independently developed and disclosed by others; or (cc) which has otherwise entered the public domain through lawful means. If UHY receives a subpoena or order from a court or agency of competent jurisdiction which would require the disclosure of Confidential Information, UHY will promptly notify City in writing of its receipt of the subpoena or order so that City has a reasonable opportunity to oppose or challenge such disclosure at City’s sole expense. UHY will promptly cooperate with all reasonable requests of City in this regard at City’s sole expense. UHY will not be deemed to have breached this Agreement to the extent disclosures are made by UHY pursuant to a subpoena or order from a court or agency of competent jurisdiction, or as otherwise may be required under applicable law.

b. The parties acknowledge that the covenants contained in this Section 8 are of the essence of this Agreement and that without these covenants, the parties would not have entered into this Agreement; that each of such covenants is reasonable and necessary to protect and preserve the interests and properties of the applicable party; that a breach or threatened breach of any of the terms of this Section 8 by the other party would result in material and irreparable damage and injury to the non-breaching party; and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, the parties agree and consent that, in addition to all the remedies provided at law or in equity, the parties shall be entitled to a temporary restraining order and temporary and permanent injunctions to prevent a breach or contemplated breach of any of the covenants in this Section 8. The existence of any claim, demand, action or cause of action of a party against the other party shall not constitute a defense to the enforcement by a party of any of the covenants in this Section 8.

## 9. Limitation of Liability.

a. EXCEPT FOR UHY’S INDEMNIFICATION OBLIGATION HEREIN, THE LIABILITY OF UHY AND ANY ENTITY AFFILIATED WITH UHY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS FOR ANY DIRECT DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR



OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE GREATER OF (i) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) OR (ii) TWO-TIMES (2x) THE TOTAL VALUE OF SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

b. IN NO EVENT SHALL UHY, ANY ENTITY AFFILIATED WITH UHY, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR LOST PROFIT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR UHY'S PERFORMANCE OF THE SERVICES, OR FAILURE TO PERFORM SERVICES, EVEN IF GIVEN ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer of Warranties. EXCEPT FOR THE SPECIFIC WARRANTIES GRANTED BY UHY IN SECTION 1 OF THIS AGREEMENT, UHY GRANTS THE CITY NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ITS PERFORMANCE OF THE SERVICES.

11. Indemnification and Limitation of Liability

a. City shall indemnify and hold harmless UHY, entities affiliated with UHY and their respective, officers, directors, members, managers, employees and agents (each a "UHY Party" and collectively, the "UHY Parties") against any and all losses, damages, judgments, amounts paid in settlements and expenses (including attorneys' fees actually incurred) (collectively, "Losses") incurred by UHY or any UHY Party by reason of (i) any breach of any covenant, representation or warranty made by City in this Agreement or any Statement of Work, or (ii) City's gross negligence or willful misconduct relating to its performance under this Agreement. In no event shall City's total aggregate liability hereunder exceed the fees received by UHY to provide the services giving rise to a claim in the twelve (12) months prior to the date that claim initially arises. City shall have no liability whatsoever for any special, exemplary, consequential, punitive or other damages that are solely of a compensatory knowledge,

b. UHY shall indemnify and hold harmless City and its officers, directors, members, managers, employees and agents (each a "City Party" and collectively, the "City Parties") against any and all Losses incurred by City or any City Party by reason of (i) any breach of any covenant, representation or warranty made by the UHY in this Agreement or any Statement of Work, or (ii) UHY's gross negligence or willful misconduct relating to its performance under this Agreement.

12. Assignment. The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of such parties. This Agreement may not be assigned by either party without the prior written consent of the other party.

13. Governing Law, Jurisdiction, and Venue. This Agreement has been entered into under and shall be governed by the laws of the State of Connecticut. The parties agree that the state and federal courts located in New Haven County, Connecticut shall be the sole and exclusive jurisdiction and venue for all disputes between the parties under this Agreement. City hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in New Haven County, Connecticut for adjudication of all disputes between the parties under this Agreement and/or otherwise related to the parties' relationship. City hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such court.

14. Notices. Any notices required, or sought to be provided, under the terms of this Agreement shall be deemed effective if delivered by U.S. certified mail return receipt requested, or overnight courier service with a receipt signed by the party to whom it is addressed, or by facsimile transmission provided a confirming receipt was created by sender's machine at time of transmission, and sent to the addresses or facsimile numbers on the last page, which addresses or numbers may be changed from time to time, in a writing by the party whose address or number has changed.

15. Mutual Construction. Both parties have had an opportunity to review this Agreement and request Change hereto, and this Agreement shall be construed as though the parties drafted it equally.

16. Execution in Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to constitute any original, but all of which together shall constitute one and the same documents.

17. Merger. This Agreement and all Statements of Work constitute the entire agreement of the parties in regard to the Services to be performed by UHY and supersede any prior agreement, whether written or oral, between the parties in regard to such engagement.

18. Modification and Waiver. This Agreement may not be amended or modified except in a written document signed by authorized representatives of the parties. Failure of either party to insist, in one or more instances, on performance by the other party in strict accordance with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted in this Agreement or of the future performance of any such term or condition or of any other term or condition of this Agreement, unless such waiver is contained in a writing signed by the waiving party.

19. Survival. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 2(b), 2(c), 3(c), 5 and 8 through 21 shall survive any expiration or termination of this Agreement, and each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement.

20. Costs of Collection. In the event any sums due to UHY under this Agreement are collected by or through an attorney at law, City shall pay to UHY all costs of collection including attorney's fees actually incurred.

21. Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, City and UHY have hereunto caused this Agreement to be executed by their respective duly authorized corporate officers as of the day and year first set forth above.



UHY CONSULTING, INC.

CITY

*6/24/2025*

By: *Jack Reagan*  
Name: John E Reagan III  
Title: Managing Director

By: *Nancy R Rossi*  
Name: Nancy R Rossi  
Title: Mayor

Legal Notices

Jack Reagan  
UHY  
8601 Robert Fulton Drive  
Suite 210

Address: Columbia, MD 21046

Facsimile #: 410-381-5538

Legal Notices

Address: \_\_\_\_\_

Facsimile #: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam Tucker, City Attorney



## EXHIBIT A – STATEMENT OF WORK

UHY will be required to provide professional services necessary for the City to comply with the requirements of the American Rescue Plan Act; including, but not limited to:

1. Provide detailed monthly budget/expenditure reports to the ARPA Committee.
2. Assist the city's grant manager and financial staff with the preparation of any financial reports required by the state and federal government for the grant.
3. Prepare comprehensive monthly grant financial statement, activities, and reports to be uploaded on the city's ARPA website to ensure complete public transparency. This may include expenditure documentation.
4. Streamline the reporting process to ensure compliance, and provide ongoing grant management and post-award administration and reporting.
5. Perform your required tasks while keeping the programs strategic goals in mind. Leave the City well-positioned for continued effective and efficient grants administration and compliance.
6. Minimize the risk of "claw back" by the federal government.
7. Provide a team who has current experience with administering and reporting on ARPA funding.

Further, our consulting work to implement a corrective action plan to address matters identified by the Connecticut Municipal Accountability Review Board includes, but is not limited to, the following:

- ☆  
MRR 6/24/2022  
INI  
MRR 6/24/2022  
INI
1. Assess and implement revised procurement policies and procedures.
  2. Assess and implement revised purchasing policies and procedures, including vendor set up, vendor payment (including appropriate signatures on payments), and use of purchasing cards. Conduct a vendor database reconciliation to ensure that applicable vendor information is complete and accurate.
  3. Segregation of the ARPA funds in a separate bank account to enhance accountability.
  4. Assess and implement revised payroll policies and procedures, including tracking of compensatory time and overtime. Implement enhanced procedures that comply with the Uniform Grant Guidance requirements outlined in 2 CFR 200 regarding time and effort reporting for payroll expenses charged to federal grants.
  5. Assess and monitor existing procedures over statements of financial interest required to be submitted by all City officers, employees and officials, whether elected or appointed, paid or unpaid. Ensure that such conflicts of interest are considered in the approval of projects funded by ARPA. Monitoring of such conflicts of interest should be conducted by a Board of Ethics to be implemented by the City.
  6. Development of an overall accounting policies and procedures manual, including the adoption of month-end and year-end closing procedures to be followed to ensure the complete, accurate and timely preparation of financial information to be provided to the City Council.

☆ If and only if requested to do so by the Mayor. Other entities or individuals may perform this ~~at~~ corrective action plan work.

**EXHIBIT B – COMPENSATION**

The City agrees to compensate UHY for services rendered billed at the following hourly rates:

Partner	\$400
Manager	\$300
Senior	\$225
Staff	\$175

We estimate that our annual fees for ARPA Consulting will not exceed the following:

<b>Labor Category</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Extended Rate</b>
Partner/Managing Director	100	\$400	\$40,000
Manager	300	\$300	\$90,000
Senior	200	\$225	\$45,000
Staff	200	\$175	\$35,000
<b>Total</b>	<b>800</b>		<b>\$210,000</b>

At the end of each year, we will provide the City with an estimate of the labor hours and total compensation for the following 12 months.

We estimate our fees for the development and implementation of the corrective action plan will not exceed the following:

<b>Labor Category</b>	<b>Hours</b>	<b>Bill Rate</b>	<b>Extended Rate</b>
Partner/Managing Director	75	\$400	\$30,000
Manager	150	\$300	\$45,000
Senior	200	\$225	\$45,000
Staff	140	\$175	\$24,500
<b>Total</b>	<b>560</b>		<b>\$144,500</b>





# Office of the Finance Director

City of West Haven  
 355 Main Street  
 West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	WPCA Pipe Camera			
<b>City Agency</b>	Water Pollution Control Authority			
<b>Vendor Utilized</b>	Bahr Sales, INC			
<b>Address</b>	1185 South Broad Street			
<b>City, State, Zip</b>	Wallingford, CT 06492			
<b>Procurement Process</b>	<input type="checkbox"/> Bid/RFP [ <b>Enter the Bid No</b> ] <input type="checkbox"/> State Contract [ <b>Enter State Contract #</b> ] <input checked="" type="checkbox"/> Cooperative Agreement [ <b>HGACBuy Contract</b> ] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
<b>No of Bid/RFP Respondents</b>	N/A			
<b>Quote No('s) if applicable</b>				
<b>Source of Funds</b>	Sewer Operating Fund			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$55,997
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)</b>	<p>HGACBuy is a national purchasing cooperative through the Houston/Galveston Area Council that allows local governments to utilize their contracts. The camera we are purchasing is a CUES brand and Bahr Sales is the only licensed dealer of these cameras in CT.</p> <p>This camera is the only brand compatible with our current CUES camera system, and will allow us to scope and camera the pipes in town with 15-18" diameters. This camera now gives us access to camera all size pipes in the City</p> <p>The attached quote from BAHR, we will be accepting all circled items and additionally the Built in sonde which allows us to pinpoint exactly where in the pipe the camera is.</p>			
<b>Department Submission [Name and Title]</b>	Water Pollution Control – Michael O'Brien, Lead Collector			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			



**BAHR SALES, INC.**  
**1185 S. BROAD STREET, WALLINGFORD, CT 06492**

**AUGUST 15, 2024**

**Specifications For: West Haven, CT**

- 1 **OZZ P&T ZOOM M/C LED CAMERA** \$27,695.00
  - 1 Solid State Color Sewer TV Camera
  - 1 Pan & Rotate Camera Head, 320:1 Optical/Digital Zoom
  - 1 NTSC Color Standard with Automatic Iris / Focus
  - 1 4 x 5W Cluster LED's for 6" through 72" lines
  - 1 Camera Transportation and Storage Case
  
- 1 **STEERABLE CAMERA TRANSPORTER, WHEELED, v2** \$24,175.00
  - 1 Steerable Unit Designed to Turn 360 Degrees Within Its Own Radius
  - 1 Two (2) Speed Transmission to Maximize Torque in Large Diameter Pipe  
With Manual Shifter on Camera Carrier
  - 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
  - 1 Set of Six (6) Driven Rubber Wheels to Inspect 8" Pipe
  - 1 All Six (6) Wheel Drive Transporter Assembly to Include:
    - 1 Motor & Enclosed Drive Train
  - 1 Tip Up Rear Connector
  
- 1 **10" - 15" RUBBER TIRE KIT, v2** \$1,647.00
  
- 1 **10" - 15" SPACER KIT FOR SPR/PR, v2** \$1,774.00
  
- 1 **18"+ PNEUMATIC TIRE KIT, v2** \$2,282.00
  
- 1 **MECHANICAL LIFT KIT** \$3,030.00
  
- 1 **12" - 15" PNEUMATIC TIRE KIT, v2** \$2,313.00
  
- 1 **COMPONENT DELIVERY** \$300.00
  
- 1 **BUILT-IN SONDE FOR MAINLINE CAMERA TO INCLUDE: (Optional)** \$1,845.00
  - 1 Built In Transmitter, 512 Hz

\$54,152.00

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

---

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571 - SC06-24

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and CUES, Inc., hereinafter referred to as the Contractor, having its principal place of business at 3600 Rio Vista Avenue, Orlando, FL 32805.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was**

considered in a procurement transaction, etc.

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Jun 01 2024 and ends May 31 2028. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and



agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

#### **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

##### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

##### **Price Increase**

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document.

The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, [james.glover@h-gac.com](mailto:james.glover@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for

any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the

Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
  
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

**ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d)

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master

Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

#### **ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

#### **ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

#### **ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

#### **ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the



performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.



**ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

**ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

**ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

**ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

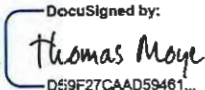
In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must

comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

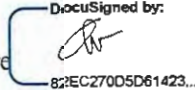
**CUES, Inc.**

Signature  D59F27CAAD59461...

Name Thomas Moye

Title Chief Fiancial Officer

Date 5/23/2024

Signature  82EC27005D61423...

Name Chuck Wemple

Title Executive Director

Date 5/23/2024

**H-GAC**

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - CUES, Inc. - Public Services - ID: 12571

## MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### **ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

#### **ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

#### **ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

#### **ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:



- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean



Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

---

## 4. Specifications/Categories/Scope of Work

**This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.**

### 4.1. Categories

This Solicitation is divided into ten (10) separate but related product categories (A-J). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer. Please note: awarded contracts for SC06-24 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles or equipment must list these vehicles in Category H. If that specific product is also available with an internal combustion engine (ICE), please list the ICE vehicle separately in the appropriate vehicle category. Category H should only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

- A. Sewer/Storm Water/Pipeline Cleaners - Truck and Trailer mounted**
- B. Jet Rodders - Truck and Trailer mounted**
- C. Hydro-Excavators - Truck and Trailer mounted**
- D. Sewer/Storm Water/Pipeline Inspection System - portable**
- E. Sewer/Storm Water/Pipeline Inspection System Vans and Trailers**
- F. Miscellaneous Sewer/Storm Water Cleaning Vehicles/Equipment**
- G. Miscellaneous Sewer/Storm Water Cleaning Services**
- H. Electric/Alternative Fuel Sewer/Storm Water Cleaning, Hydro-Excavator, Inspection, or related vehicles**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

- I. Sewer/Storm Water Cleaning and related vehicle Service/Maintenance Plans**

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

---

#### **J. Sewer/Storm Water Cleaning and related vehicle Parts and Supplies**

Response listing need only to include catalog name and percentage discount.

Please include in your response a complete listing or catalog of vehicle option packages, dealer options, and accessories separately. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. Please upload in Section 10.1.6 - no zip files can be accepted.

**This solicitation does not include the following types of vehicles, which are included in other HGACBuy contracts:**

Earth Moving and Construction Equipment (EM06-19),

Street Sweeping Equipment (SW04-20),

Grounds and Turf Equipment (GR01-20), or

Medium and Heavy Duty Trucks and Truck Bodies (HT06-21).

#### **4.2. Manuals and Base Model Specs**

- A. Contractor must supply at the time of delivery, at least one complete owner's manual or complete operations and service documentation covering the completed vehicles as delivered and accepted.
- B. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each base model on the response listing. Please upload in Section 10.1.5 - no zip files can be accepted.

#### **4.3. Service / Maintenance Plans and Parts**

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

#### **4.4. Final Contract Deliverables**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date

Request For Proposal #SC06-24

Title: Sewer/Storm Water, Hydro-Excavating Equipment and Related Services

---

- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024				
<b>Contract Name</b>	Change Order: Installation of Video Surveillance and Emergency Calls Stations at West Haven Boardwalk				
<b>City Agency</b>	Mayors Office				
<b>Vendor Utilized</b>	Omni Data				
<b>Address</b>	4 Industrial Drive, Bldg 2				
<b>City, State, Zip</b>	West Haven, CT 06516				
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [2023-28] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [ ] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source [ ]				
<b>No of Bid/RFP Respondents</b>	Original Bid Omni Data   Security Solutions   Barnum Engineered Systems				
<b>Quote No('s) if applicable</b>					
<b>Source of Funds</b>	American Rescue Plan Funding (City Project # 2022-018)				
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b>	\$93,391.12
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	This project was originally bid in 2023 and approved by the MARB at the September 14, 2023, meeting. The city is requesting the project amount to increase by \$93,391.12. The ARPA monitoring camera project# 2022-018 came in under budget, allowing for a second phase. The continuation of the monitoring camera project with the same vendor provides for the same software, engineering and camera manufacturer for seamless integration and scalability. The City is able to purchase more cameras using the same vendor because there will be no additional engineering or licensing fees. Phase two allows for cameras to cover another mile of beach, the city green and the perimeter of city hall.				
<b>Department Submission [Name and Title]</b>	Ken Carney, ARPA Committee Chair & Building Committee Chair Rick Spreyer, chief of Staff				
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

**CITY OF WEST HAVEN**

**CONTRACT COVER PAGE**

CONTRACT NAME: 2nd Phase Curmeas

APPROVED AS TO CONTENT AND TERMS:

By: Ken Carney Date: 11/26/24  
Name  
Department: ARPA chair

APPROVED AS TO AVAILABILITY OF FUNDS:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

APPROVED AS TO FORM/COMPLIANCE WITH STATE AND FEDERAL LAW:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

# Change Order

Change Order No. 5 to Agreement By and Between the City of West Haven, Connecticut and Omni Data, LLC For Installation of Video Surveillance and Emergency Calls Stations at West Haven Boardwalk Dated October 13, 2024 (the "Agreement").

The modifications to the Agreement are set forth below in this Change Order.  
Undefined capitalized terms used in this Change Order have the meaning given in the Agreement.

**1. Description of Change Order Work:** (Attach supporting information as needed):

See three attached Quotes. For purposes of this Change Order, the terms and condition set forth or referenced in the attached Quotes are inapplicable. Terms and conditions for the Work covered by this Change Order are set forth as in the Agreement.

**2. Explanation for Change Order:**

Continuation of Work related to video surveillance and emergency call stations under the Agreement as part of a uniform and integrated system for the City.

**3. The modifications noted above will result in an increase of \$93,391.12 in the Contract Price.**

**4. Change Order request amount is priced as follows (check one):**

- Lump Sum / Fixed Price, itemized in accordance with the attached Proposal.
- Time and Materials / Unit Price. Costs provided are a **not-to-exceed estimate**. Documentation substantiating actual costs, in accordance with the Contract/Agreement terms, must be submitted before payment will be made.

**5. Contract Price Summary**

Original Contract Price .....	\$	<u>219,268.05</u>
Total net amount of all previous Change Orders .....	\$	<u>60,648.07</u>
Total net increase Amount of this Change Order .....	\$	<u>93,391.12</u>
Revised Contract Price including this Change Order .....	\$	<u>373,307.24</u>

**6. The Work covered by this change Order shall be completed on or before April 30, 2025.**

**7. This Change Order shall not become effective unless and until approved by the West Haven Subcommittee of the Municipal Accounting Review Board of the State of Connecticut.**

**City of West Haven**

By: \_\_\_\_\_  
Dorinda Borer  
Mayor

Date: \_\_\_\_\_

**Omni Data, LLC**

By: *[Signature]*  
Its CEO

Date: 11-26-2024

*REC*





Ocean Ave - Dawson Beach Camera



**Prepared by:**  
 Omni Data, LLC  
 Frank Kondor  
 (203) 387-6664  
 Fax (203) 518-5219  
 frank.kondor@myomnidata.com

**Prepared for:**  
 West Haven, City of  
 355 Main St  
 West Haven City Hall  
 West Haven, CT 06516  
 Ken Carney  
 (203) 937-6400  
 kenc@baybrookremodelers.com

**Quote Information:**  
 Quote #: 022200  
 Version: 1  
 Delivery Date: 10/03/2024  
 Expiration Date: 12/31/2024

Hardware


Product Description	Thumbnail	Qty	Price	Ext. Price
AXIS P3737-PLE Panoramic Camera AI-powered 4x5 MP multidirectional camera		1	\$1,771.81	\$1,771.81
AXIS T91A64 Corner Bracket		1	\$92.81	\$92.81
AXIS T91D61 Wall Mount 1.5" NPS		1	\$103.24	\$103.24
AXIS T94N01D Pendant Kit For indoor and outdoor use		1	\$103.24	\$103.24
TRENDnet 6-Port Hardened Industrial Gigabit PoE+ Layer 2 Managed DIN-Rail Switch, 4 x Gigabit PoE+ 802.3at Ports, 1 x Gigabit Port, 1 x Gigabit SFP Slot, 120W Power Budget, Black, TI-PG541i - 6-Port Industrial Gigabit PoE+ Layer 2 Managed Switch		1	\$406.50	\$406.50
TRENDnet 240W Single Output Industrial DIN-Rail Power Supply, Extreme Operating Temp Range -25 to 70 °C(-13 to 158 °F) Built-in Active PFC, Passive Cooling, DIN-Rail Mount, Silver, TI-S24048 - DIN Rail 48V 240W Power Supply for TI-PG80		1	\$248.56	\$248.56
Nema Enclosure 14X12X7		1	\$1,213.97	\$1,213.97
Installation / Configuration				\$2,700.00
Installation / Configuration - Engineering				\$2,100.00
MultiHaul TG N265 Node Base Unit 57-66GHz, 90 degree Sector Integrated Antenna, 3800Mbps, Terragraph certified, 1x 10Gbps, 1x SFP+, 1x 1Gbps ports, Mounting Kit included, IP-67, White		1	\$2,100.00	\$2,100.00
MultiHaul TG TU T265-CCP Terminal Unit 57-66GHz, 90 degree Integrated Antenna, 1000Mbps, Terragraph certified, 2x 1Gbps, 1x SFP+ ports, Mounting Kit and PoE Injector included, IP-67, White		1	\$1,195.00	\$1,195.00
MultiHaul TG PtP Bundle 57-64GHz, 1000Mbps, Plug&Play Setup. Includes: 2x Radios, PoE Injectors, Mounting Kits		1	\$1,111.25	\$1,111.25
Nema Enclosure 14X12X7		1	\$1,213.97	\$1,213.97



Quote #022200 v1

FK

**Hardware**

Product Description	Thumbnail	Qty	Price	Ext. Price
TRENDnet 6-Port Hardened Industrial Gigabit Poe+ Layer 2 Managed DIN-Rail Switch, 4 x Gigabit PoE+ 802.3at Ports, 1 x Gigabit Port, 1 x Gigabit SFP Slot, 120W Power Budget, Black, TI-PG541i - 6-Port Industrial Gigabit PoE+ Layer 2 Managed Switch		1	\$406.50	\$406.50
power supply switch 240w w4 volt		1	\$248.56	\$248.56
4 Channel Wall Mount PoE, Ethernet Surge Protector		1	\$186.46	\$186.46

Hardware Subtotal: \$15,201.87

**Software**

Description	Price	Qty	Ext. Price
AXIS Camera Station v. 5.0 - Core Device License - 1 License - Electronic - PC	\$89.00	1	\$89.00

Software Subtotal: \$89.00

**Professional Services**

Product Description	Thumbnail	Qty	Price	Ext. Price
Installation / Configuration				\$2,000.00
Installation / Configuration - Engineering				\$1,400.00
Cat6 Cable Run 1- 100'		2	\$295.00	\$590.00

Professional Services Subtotal: \$3,990.00

**Terms and Conditions**

Prices are subject to change without notice. Terms are NET 15 and subject to 1.5% monthly fee for unpaid balance.

Signing this quote is agreeing to Omni Data, LLC's terms and conditions which can be found at

<https://www.myomnidata.com/terms-and-conditions.pdf>

**Quote Summary**

Description	Amount
Hardware	\$15,201.87
Software	\$89.00



FK



### Quote Summary

Description	Amount
Professional Services	\$3,990.00

Subtotal: \$19,280.87  
Shipping: \$200.00  
Total: \$19,480.87

OMNI DATA LLC

West Haven, City of

Signature: \_\_\_\_\_  
Name: Frank Kondor  
Title: CEO  
Date: 10/03/2024

Signature: \_\_\_\_\_  
Name: Ken Carney  
Date: \_\_\_\_\_



Quote #022200 v1

FK



### South Street Park PTZ Camera





**Prepared by:**  
**Omnidata, LLC**  
 Frank Kondor  
 (203) 387-6664  
 Fax (203) 518-5219  
 frank.kondor@myomnidata.com

**Prepared for:**  
**West Haven, City of**  
 355 Main St  
 West Haven City Hall  
 West Haven, CT 06516  
 Ken Carney  
 (203) 937-6400  
 kenc@baybrookremodelers.com

**Quote Information:**  
**Quote #: 022201**  
 Version: 1  
 Delivery Date: 10/03/2024  
 Expiration Date: 12/31/2024

#### Hardware

Product Description	Thumbnail	Qty	Price	Ext. Price
Q6100-e 60hz Out Camera, 4x5 Mp Multistream D/n		1	\$1,655.08	\$1,655.08
Q6318-le 60hz Hi-end Ptz, Uhd4k @30fps (8mp), 1/2" RgbSensor, 31x Optical		1	\$2,861.10	\$2,861.10
AXIS T91B57 Pole Mount 100-410 mm		1	\$0.00	\$0.00
AXIS T91G61 Wall Mount		1	\$0.00	\$0.00
Axis Camera Heater Power Supply		1	\$100.28	\$100.28
SURVEILLANCE CARD 512GB		2	\$204.69	\$409.38
MultiHaul TG N265 Node Base Unit 57-66GHz, 90 degree Sector Integrated Antenna, 3800Mbps, Terragraph certified, 1x 10Gbps, 1x SFP+, 1x 1Gbps ports, Mounting Kit included, IP-67, White		1	\$2,100.00	\$2,100.00
MultiHaul TG TU T265-CCP Terminal Unit 57-66GHz, 90 degree Integrated Antenna, 1000Mbps, Terragraph certified, 2x 1Gbps, 1x SFP+ ports, Mounting Kit and PoE Injector included, IP-67, White		1	\$1,195.00	\$1,195.00
MultiHaul TG PtP Bundle 57-64GHz, 1000Mbps, Plug&Play Setup. Includes: 2x Radios, PoE Injectors, Mounting Kits		1	\$1,111.25	\$1,111.25
Nema Enclosure 14X12X7		1	\$1,213.97	\$1,213.97
TRENDnet 6-Port Hardened Industrial Gigabit Poe+ Layer 2 Managed DIN-Rail Switch, 4 x Gigabit PoE+ 802.3at Ports, 1 x Gigabit Port, 1 x Gigabit SFP Slot, 120W Power Budget, Black, TI-PG541i - 6-Port Industrial Gigabit PoE+ Layer 2 Managed Switch		1	\$406.50	\$406.50
power supply switch 240w w4 volt		1	\$248.56	\$248.56



*FLC*



**Hardware**

Product Description	Thumbnail	Qty	Price	Ext. Price
4 Channel Wall Mount PoE, Ethernet Surge Protector		1	\$186.46	\$186.46

Hardware Subtotal: \$11,487.58

**Software**

Description	Price	Qty	Ext. Price
AXIS Camera Station v. 5.0 - Core Device License - 1 License - Electronic - PC	\$89.00	2	\$178.00

Software Subtotal: \$178.00

**Professional Services**

Product Description	Thumbnail	Qty	Price	Ext. Price
Installation / Configuration				\$2,700.00
Installation / Configuration - Engineering				\$2,100.00

Professional Services Subtotal: \$4,800.00

**Terms and Conditions**

Prices are subject to change without notice. Terms are NET 15 and subject to 1.5% monthly fee for unpaid balance.

Signing this quote is agreeing to Omni Data, LLC's terms and conditions which can be found at

<https://www.myomnidata.com/terms-and-conditions.pdf>

**Quote Summary**

Description	Amount
Hardware	\$11,487.58
Software	\$178.00
Professional Services	\$4,800.00

Total: \$16,465.58



PK



P: (203) 387-6664 | W: www.myomnidata.com



OMNI DATA LLC

West Haven, City of

Signature: \_\_\_\_\_  
Name: Frank Kondor  
Title: CEO  
Date: 10/03/2024

Signature: \_\_\_\_\_  
Name: Ken Carney  
Date: \_\_\_\_\_



FIS





City Hall & Gazebo Cameras




**Prepared by:**  
**Omni Data, LLC**  
 Frank Kondor  
 (203) 387-6664  
 Fax (203) 518-5219  
 frank.kondor@myomnidata.com

**Prepared for:**  
**West Haven, City of**  
 355 Main St  
 West Haven City Hall  
 West Haven, CT 06516  
 Ken Carney  
 (203) 937-6400  
 kenc@baybrookremodelers.com

**Quote Information:**  
**Quote #: 022199**  
 Version: 1  
 Delivery Date: 10/03/2024  
 Expiration Date: 12/31/2024

Hardware

Product Description	Thumbnail	Qty	Price	Ext. Price
AXIS P3737-PLE Panoramic Camera AI-powered 4x5 MP multidirectional camera		5	\$1,771.81	\$8,859.05
AXIS T91A64 Corner Bracket		5	\$92.81	\$464.05
AXIS T91D61 Wall Mount 1.5" NPS		5	\$103.24	\$516.20
AXIS T94N01D Pendant Kit For indoor and outdoor use		5	\$103.24	\$516.20
AXIS P3265-LVE 9 mm Dome Camera Outdoor 2 MP dome with IR and deep learning		1	\$781.10	\$781.10
AXIS P3818-PVE Panoramic Camera Seamless, 180° coverage with no blind spots		1	\$2,022.10	\$2,022.10
Siklu Multi-Haul TG Point to Point Bundle 1000mbps		1	\$1,454.82	\$1,454.82
Nema Enclosure 14X12X7		3	\$1,213.97	\$3,641.91
TRENDnet 6-Port Hardened Industrial Gigabit Poe+ Layer 2 Managed DIN-Rail Switch, 4 x Gigabit PoE+ 802.3at Ports, 1 x Gigabit Port, 1 x Gigabit SFP Slot, 120W Power Budget, Black, TI-PG541i - 6-Port Industrial Gigabit PoE+ Layer 2 Managed Switch		3	\$406.50	\$1,219.50
power supply switch 240w w4 volt		3	\$248.56	\$745.68
4 Channel Wall Mount PoE, Ethernet Surge Protector		2	\$186.46	\$372.92
AXIS Camera Station S1232 Rack 32 TB is an out-of-the-box ready recording server validated for reliable ultra high-definition recording. For quick and easy installation, AXIS S1232 Rack 32 TB is preconfigured and preloaded with AXIS Camera Station video m		1	\$6,868.14	\$6,868.14

Hardware Subtotal: \$27,461.67



FK



**Software**

Description	Price	Qty	Ext. Price
AXIS Camera Station v. 5.0 - Core Device License - 1 License - Electronic - PC	\$89.00	7	\$623.00

Software Subtotal: **\$623.00**

**Professional Services**

Product Description	Thumbnail	Qty	Price	Ext. Price
Installation / Configuration				\$18,750.00
Installation / Configuration - Engineering				\$2,800.00
Cat6 Cable Run 101-200'		10	\$375.00	\$3,750.00
conduit cable and connectors		1	\$3,850.00	\$3,850.00

Professional Services Subtotal: **\$29,150.00**

**Terms and Conditions**

Prices are subject to change without notice. Terms are NET 15 and subject to 1.5% monthly fee for unpaid balance.

Signing this quote is agreeing to Omni Data, LLC's terms and conditions which can be found at

<https://www.myomnidata.com/terms-and-conditions.pdf>

**Quote Summary**

Description	Amount
Hardware	\$27,461.67
Software	\$623.00
Professional Services	\$29,150.00

Subtotal: **\$57,234.67**

Shipping: **\$200.00**

Total: **\$57,434.67**



FK





P: (203) 387-6664 | W: www.myomnidata.com



OMNI DATA LLC

West Haven, City of

Signature: \_\_\_\_\_  
Name: Frank Kondor  
Title: CEO  
Date: 10/03/2024

Signature: \_\_\_\_\_  
Name: Ken Carney  
Date: \_\_\_\_\_



Quote #022189 v1

FK







F10



12K







# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024				
<b>Contract Name</b>	Fabrication, Delivery And Installation Of Materials For Bleacher Repairs At Veterans Memorial Field				
<b>City Agency</b>	Mayors Office				
<b>Vendor Utilized</b>	Dant Clayton corporation				
<b>Address</b>	1500 Bernheim Lane				
<b>City, State, Zip</b>	Louisville, Kentucky 40210				
<b>Procurement Process</b>	<input type="checkbox"/> Bid/RFP [ <b>Enter Bid No</b> ] <input type="checkbox"/> State Contract [ <b>Enter State Contract #</b> ] <input type="checkbox"/> Cooperative Agreement [ ] <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Other Source [ ]				
<b>No of Bid/RFP Respondents</b>					
<b>Quote No('s) if applicable</b>					
<b>Source of Funds</b>	American Rescue Plan Funding (City Project # 2023-013)				
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b>	\$125,000
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	The City of West Haven is contracting with Dant Clayton Corporation to fabricate, deliver, and install materials for bleacher repairs at the veteran's memorial field. The Dant Clayton corporation has been identified as the original manufacturer of the bleachers built for Yale and donated to West Haven. The footboards are being replaced using 1 /3/4 heavy-duty T&G footboards with nose, aisle nosing, DC foot flangers, and 1.9" line mid-aisle rails. Dant Clayton Corporation is the sole provider of the materials required to repair the bleachers at Veterans Memorial Field. Dant Clayton Corporation also owns the engineering specifications of the bleachers they build.				
<b>Department Submission [Name and Title]</b>	Ken Carney, ARPA Committee Chair & Building Committee Chair Rick Spreyer, chief of Staff				
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

## **CONTRACT FOR FABRICATION, DELIVERY AND INSTALLATION OF MATERIALS FOR BLEACHER REPAIRS AT VETERANS MEMORIAL FIELD**

**THIS CONTRACT (“CONTRACT”) FOR FABRICATION, DELIVERY AND INSTALLATION OF MATERIALS FOR BLEACHER REPAIRS AT VETERANS MEMORIAL FIELD**, is made by and between the **City of West Haven** (“Owner”) and **Dant Clayton Corporation** (“Contractor”), each a “Party” and collectively, the “Parties”.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1. Work.**

Contractor will provide the services, equipment and materials required for fabrication, delivery and installation of materials for bleacher repairs at Veterans Memorial Field, together with related services, equipment and materials as set forth on Exhibit A attached hereto and made a part hereof (the “Work”), all in accordance with the Contract Documents, as defined in Article 5 of this Contract. The Work will take place at Veterans Memorial Field, located at 129 Bill Hill Lane, West Haven, Connecticut (the “Property”).

### **Article 2. Contract Time.**

The term of this Contract shall commence upon approval of this Contract by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut and shall terminate on the earlier to occur of (a) payment of all sums due and payable under this Contract or (b) July 15, 2025, subject to any extensions of time for completion of the Work and modifications in approved Change Orders, time being of the essence. The Work shall commence upon satisfaction of the conditions precedent set forth in Section 11.15 below and conclude on or before April 30, 2025, time being of the essence. +

### **Article 3. Contract Price.**

Owner will pay to Contractor an amount equal to Seven Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) (“Contract Price”) for the Work, itemized in accordance with Exhibit A.

### **Article 4. Change Orders.**

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Contractor (“Change Order”).

### **Article 5. Contract Documents.**

The “Contract Documents” shall mean this Contract, as well as Exhibit A, Exhibit B, and Exhibit C attached hereto and made a part hereof.

**Article 6. Payments to Contractor.** Contractor shall submit monthly applications for payment to the City (each an “Application for Payment”) on or before the last Thursday of each month during the term of this Contract. Applications for payment approved by the

City's ARPA Committee shall be payable within forty-five (45) days after such approval. Each Application for Payment shall include a statement of Work for which compensation is sought, together with such other substantiation as City shall require. Each Application for Payment shall include all Work performed by Contractor for the period covered by each Application for Payment. Contractor shall submit its final Application for Payment no later than thirty (30) calendar days after final completion of the Work. City will provide Contractor an Internal Revenue Service Form 1099-MISC in connection with the payments provided hereunder.

**Article 7. Federal Requirements.** This Contract is being funded with ARPA funds. The Parties shall comply with all federal requirements applicable to this Contract and performance of their respective obligations under this Contract, including, without limitation, the requirements set forth in Exhibit B attached hereto and made a part hereof. The Parties acknowledge and agree that Contractor's inspection services resulting in the Work, for which the sum of \$3,503.00 was billed by Contractor and paid by the City, also were funded with ARPA funds and are subject to the same federal requirements applicable to this Contract and the performance of their respective obligations under this Contract.

**Article 8. Contractor's Representation.**

To induce Owner to enter into this Contract, Contractor makes the following representation:

Contractor has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor is duly licensed to perform the Work as required by applicable federal, state and local laws and regulations.

**Article 9. Contractor's Responsibilities.**

**9.1 Performance.** Contractor will perform the Work in accordance with the Contract Documents. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for the Work.

**9.2 Personnel.** Contractor will provide competent, suitable personnel fully capable to perform the Work as required by the Contract Documents. Contractor will at all times maintain good discipline and order at the Property.

**9.3 Furnished Items.** Contractor will furnish and be fully responsible for all materials, equipment, labor, transportation, installation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing and completion of the Work, except as provided by Owner.



**9.4 Materials.** All materials and equipment will be of good quality and new. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

**9.5 Subcontractors.** Contractor may not subcontract any of the Work without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion. Contractor will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractor, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractor, supplier or other person or organization except as may otherwise be required by applicable laws and regulations.

**9.6 Permits; Inspections.** Contractor will obtain all permits and licenses and will pay for all such permits and licenses required for the Work, except to the extent such permits and licenses are exempt from fees. Owner will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will arrange and coordinate all governmental inspections required for the Work. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

**9.7 Taxes.** Contractor will pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the Work that are applicable during the performance of the Work. Owner represents that all completed Work is exempt from sales and use tax.

**9.8 Use of Property.** Contractor will confine installation equipment, the storage of materials and equipment, and the operations of workers to areas of the Property designated by Owner, and will not unreasonably encumber the Property with materials or equipment. Contractor will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Contractor will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, installation equipment and machinery, and surplus materials, and will leave the Property clean and the Work ready for use by Owner.

**9.9 Record Documents.** Contractor will maintain in a safe place at the Property for Owner's access one record copy of all drawings, specifications, manuals, addenda, written amendments, Change Orders, and the like, in good order and annotated to show all changes made during installation, which will be delivered to Owner upon the expiration or earlier termination of this Contract.

**9.10 Safety.** Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will comply with all applicable laws and regulations relating to the safety of persons and/or property.

**9.11 Continuing the Work.** Contractor will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

**9.12 Damage to the Work.** Contractor will repair or replace, at Contractor's sole expense, every portion of the Work that is damaged or destroyed prior to final completion, except to the extent such damage or destruction is caused by Owner.

**9.13 Warranty.** Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, will not be defective and will be fit for its intended purpose. If within one (1) year after the later of the date of final completion or completion of warranty work, or such longer period of time as may be prescribed by applicable laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, not fit for its intended purpose or otherwise not in accordance with the Contract Documents, Contractor will promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Work, or if it has been rejected by Owner, remove it from the Property and replace it with Work that is not defective and is in compliance with the Contract Documents. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have such Work corrected or such Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. Contractor shall assign all manufacturers' and suppliers' warranties to Owner, effective upon expiration of the above-stated warranty period for Contractor's warranties.

**9.14 Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless Owner and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any and all losses, liabilities, costs, fees (including, without limitation, attorneys' fees), expenses, damages and economic detriment of any kind whatsoever that arises out of or relates to the performance or non-performance of the Work, except to the extent arising out of the negligence or willful misconduct of Owner.

**9.15 Related Work at Property.** Owner may perform other work at the Property that is not part of the Work by Owner's own forces or may let other direct contracts therefor. Contractor will afford Owner's own forces, and any other contractor who is a party to such a direct contract, proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work.

**Article 10. Contractor's Insurance.** Contractor shall purchase and maintain the insurance policies required under Exhibit C attached hereto and made a part hereof, in accordance with the provisions of Exhibit C.

**Article 11. Miscellaneous.**

**11.1** Contractor may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion.

**11.2** This Contract shall be binding upon the Parties and their respective successors and permitted assigns.

**11.3** This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the laws of the State of Connecticut, exclusive of its body of law governing conflicts of laws.

**11.4** This Contract may be modified, amended, changed, or otherwise altered (except as otherwise specifically provided herein), in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

**11.5** The waiver of any breach of any of the provisions of this Contract by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach by such Party, either of the same or of another provision of this Contract.

**11.6** Time is of the essence in the performance of this Contract.

**11.7** This Contract contains the entire agreement between the parties hereto, and no statement, promise, or inducement made by either Party that is not contained or referenced in this Contract shall be valid or binding upon the Parties.

**11.8** The article and section headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

**11.9** Invalidation of any of the provisions of this Contract or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Contract.

**11.10** Contractor represents and warrants to Owner that Contractor's entering into this Contract and the performance of its obligations under this Contract have been duly authorized by necessary corporate action of Contractor and that all of its obligations under this Contract constitute legal, valid and binding obligations of Contractor, enforceable in accordance with their respective terms. Contractor further represents and warrants to Owner that there is no other agreement, instrument or document that

prevents or interferes with Contractor's entering into and performing its obligations under this Contract or that would be violated by Contractor's entering into and performing its obligations under this Contract.

**11.11** This Contract may be executed in counterparts, which, together, shall constitute one and the same document. Facsimile and pdf copies of signatures shall be deemed original signatures.

**11.12** Title and risk of loss for the Work shall remain with the Contractor until installation.

**11.13** To the extent the Work contains software that is installed into the Work by Contractor or is used by Contractor for the Work, Contractor owns this software and each sale of a software-containing product or product for which software was used is not a sale of such software; it includes only a license to use the software in the product in which the software was initially installed solely in accordance with the documentation provided with such product.

**11.14** Contractor shall provide such training as reasonably requested by the City at the time of installation without charge.

**11.15** In addition to the condition precedent set forth in Exhibit C regarding Insurance, the following are conditions precedent to Contractor's commencement of the Work:

(a) A Disclosure and Certification Affidavit executed and delivered by Contractor to the Owner with information that is acceptable to Owner in its sole and exclusive discretion. Each invoice submitted by Contractor to Owner shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Contract remains true and correct in all material respect;

(b) A W-9 form executed and delivered by Contractor to Owner that is acceptable to the Owner in its sole and exclusive discretion;

(c) Evidence reasonably satisfactory to Owner of due authorization of Contractor entering into this Contract; and

(d) Approval of this Contract by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut.

Contractor shall diligently pursue satisfaction of the condition precedent set forth in Exhibit C, as well as the conditions precedent set forth in Sections 11.15(a), (b) and (c) above.

**11.16** Performance of the Work shall be subject to, and Contractor shall comply with, and shall cause all subcontractors to comply with, the requirements of Connecticut's Prevailing Wage laws (Connecticut General Statutes Sections 31-53 *et seq.*) and

regulations, including payment of prevailing wages to all workers, laborers and mechanics engaged in the performance of the Work at the applicable prevailing wage rates. The Contractor shall maintain certified payroll reports throughout the performance of the Work.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Contract as of December 4, 2024.

OWNER

CONTRACTOR

City of West Haven

Dant Clayton Corporation

By: \_\_\_\_\_  
Dorinda Borer, Mayor

By: \_\_\_\_\_  
Cy Duvall  
Its: MPM  
Duly Authorized

Address for giving notices:

Address for giving notices:

Ken Carney, Chair  
City of West Haven ARPA Committee  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516

Dant Clayton Corporation  
1500 Bernheim Lane  
Louisville, KY 40210  
Attn: Jose Castaneda

And to:

Dorinda Borer  
Mayor  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Approved as to form:

\_\_\_\_\_  
Mark J. Malaspina  
Carmody Torrance Sandak & Hennessey LLP

## EXHIBIT A

### THE WORK

Without limitation, the Work shall include the services, equipment and materials and listed on Contractor's Offer of Sale, including the Scope of Work document attached thereto, each attached hereto and made a part hereof; provided that no terms or conditions contained in, attached to or referenced in Contractor's Offer of Sale, including in the attachments thereto, shall apply to the Work; and provided further that the following numbered "Specific Exclusions from Dant Clayton Scope of Work" (and the referenced Additional Terms and Conditions) shall not be applicable:

8. Prevailing wage or union labor;

13. Temporary facilities;

16 Permits/Licenses, however the City agrees to waive permit and license fees;

18 Warranty;

19. Drawings for existing; and

20. Engineering for existing

For any and all out of scope work, the Parties shall negotiate a Change Order. Because the \$125,000 Contract Price may not be exceeded due to funding limitations, the Parties acknowledge and agree that any additional scope of work will require reduction in the original scope of Work to offset increased cost from the additional scope of work.

For the avoidance of doubt, all food, lodging, transportation and incidental costs of personnel of Contractor and any and all subcontractor shall not be the responsibility of the City.

Contractor acknowledges and agrees that it has familiarized itself with the Property and there shall be no Change Order for unforeseen conditions at the Property. Contractor further acknowledges and agrees that, based upon its review of the Property, Contractor has clear access to the grandstand and access for staging for use of equipment to unload and stage all material and equipment, including to accommodate trucks, cranes, high lifts, scaffolding and all other equipment necessary to perform the Work in a timely, safe and efficient manner.

Contractor further acknowledges and agrees that it exclusion for code compliance from the scope of Work shall be inapplicable. No Change Order shall be required for the

Work to comply with all applicable federal, state and municipal laws, rules, regulations, codes and ordinances.

Contractor also agrees the provision regarding estimated completion contained in the attachment to Contractor's Offer of Sale shall not be applicable to the schedule for completion of the Work, which shall be governed by Article 2 of this Contract.

Contractor further agrees that the payment terms contained in the attachment to Contractor's Offer of Sale shall be inapplicable, except for the provision regarding no retainage.





**OFFER OF SALE**

1500 Bernheim Lane, Louisville, KY 40210 614-980-6109

DATE: September 20, 2024

TO: Ken Carney  
 Veterans Memorial Field  
 129 Bill Hill Ln.  
 West Haven, CT 06516

Cy Duvall  
 MPM, Dant Clayton  
 (502) 552-4923

RE: Home Side Bleacher Renovation

<b>TERMS:</b> Attached Terms & Conditions	<b>F.O.B. SHIPMENT</b>	<b>COMPLETION:</b> TBD. Schedule at time of order.
DESCRIPTION: Remove existing seatboards, brackets and mid isle railing. Demo existing footboards, install new footboards, and associated hardware, reinstall existing seats. Replace bent seats and pipe as identified in the 2024 Inspection. Scope cont. on item 'a'. Report. Mobilization and Shipping included. Prices reflect non prevailing wages. Material schedule shown on item 'h.'. Pricing is based on standard PO and signed quote from West Haven Representative.		

Material Incl.: Fabrication and Shipping	\$80,000
Mobilization and Installation	\$45,000
<b>TOTAL</b>	<b>\$125,000</b>

ABOVE PRICES ARE GOOD FOR 14 DAYS

Return signed Offer of Sale to place an order.

Signing this Offer of Sale, or issuing a Purchase Order referencing this Offer of Sale, means Buyer accepts Seller's Offer of Sale, enters a agreement, and assents to the Terms and Conditions and Scope Sheets attached hereto. If sales tax is not applicable, please provide certificate of exemption.

Material pricing is based on current mill/warehouse pricing and availability; escalation is not included. Vendor pricing is firm for fourteen days.

**PAYMENT TERMS:** Per attached Scope Sheet.

Seller

Buyer

*Cy Duvall*

502-552-4923

*Owner / Representative*



## SCOPE OF WORK

West Haven, CT  
Veterans Memorial Field  
September 20, 2024

### Dant Clayton Scope of Work:

- a. Remove existing seatboards, brackets and mid isle railing, risers and mid isle steps. Demo existing footboards, install new footboards, contrasting nosing and associated hardware, reinstall existing seats, mid isle steps and railing. Replace bent seats and pipe as identified in the 2024 Inspection Report.
- b. Component schedule.
- c. Shop labor to prepare/fabricate/handle material.
- d. Shipping/Freight.
- e. Non prevailing labor to perform dismantle/new product installation.
- f. Lodging and mobilization of techs to perform work scope.
- g. One mobilization included.
- h. Material information
  - i. DIE# 10245 Footboard
  - ii. DIE# 10246 Footboard
  - iii. 041AM x 3 15/16" Hold Down Clip
  - iv. Pop Rivet - 3/16" Diameter - Aluminum
  - v. 10211AM x 12" Splice Sleeve for New All Deck Planks
  - vi. Dia# 011, 2" x 10" Plank
  - vii. DIE#064 Pipe at 6'-1"
  - viii. Black Contrasting Aisle Nosing
  - ix. 2" Flat stock at 3/16" Thickness
  - x. 3/8" x 3 1/2" Hex Bolt - Galvanized
  - xi. 3/8" Hex Nut - Galvanized
  - xii. 3/8" Flat Washer - Galvanized
  - xiii. #12-24 x 2" Tek Screws - Galvanized

### Specific Exclusions: from Dant Clayton Scope (see additional Terms and Conditions)

1. Concrete or placement of
2. Replacement material needed not included in quote that is found to be deficient at demo
3. Matching existing product with replacements (Aluminum extrusions and brackets)
4. Welding of handrails
5. Repair of any asphalt or concrete
6. Demo of bleacher components that is beyond scope of just existing front and stairs
7. Custom riser skirt powder coat color
8. Prevailing wage or union labor
9. Extra mobilizations due to site conditions caused by others at \$2200 per
10. Painting
11. Aerial equipment
12. Liquidated damages
13. Temporary Facilities
14. Utilities or movement of
15. Surveys
16. Permits/Licenses
17. Payment and/or performance bond
18. Warranty
19. Drawings for existing
20. Engineering for existing
21. Retainage
22. Contract which does not include this quote document

### Qualifications:

Should your organization and Dant Clayton enter into an agreement on this project, these Scope Sheets will become a part of that agreement/purchase order. Dant Clayton requires clear access to the grandstands and access staging for use of equipment to unload and stage material. Dant Clayton does not determine code compliance. Determination of code compliance is the sole responsibility of government agencies. Therefore, change orders may be required to meet local code interpretation.

### GC and Buyer Responsibilities:

1. GC and/or buyer to ensure access to, through, on and around the entire project site, front and rear of the stands, and other building areas at no cost to Dant-Clayton Corporation. This access is to accommodate trucks, cranes, high lifts, scaffolding and all equipment necessary to perform this scope of work in a timely, safe and efficient manner. Dant Clayton shall not be responsible for damage to landscaping or surfaces in pre-determined access paths required to perform work.
2. Determination of code compliance is the sole responsibility of buyer and government agencies. Therefore, change orders may be required to meet local code interpretation.
3. Location of underground utilities and/or relocating utilities.



**Estimated completion:**

Mutually agreed schedule after award

**Payment Terms**

- 1.1 40% Due at time of Order
  - 1.2 60% Due upon Substantial Completion.
- Note: Maximum 30-day net payment terms  
NO RETAINAGE

**EXHIBIT B**  
**FEDERAL FUNDING REQUIREMENTS ADDENDUM**

For purposes of this Exhibit B, the term “contract” shall mean “Contract”, the term “contractor” shall mean “Contractor”, and the term “Owner” shall mean the City of West Haven. For convenience, reference to any gender herein means the applicable gender. This contract is funded using ARPA funds. In meeting its obligations under this contract, contractor shall comply with all funding requirements of the federal government applicable to the use of ARPA funds in particular and federal funds in general.

Without limiting the generality of the foregoing, during the performance of this contract, the contractor will comply with the requirements of the federal:

- Clean Air Act
  
- Work Hours and Safety Standards Act.

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to

individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**Provided**, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor may not charge the Owner directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management (SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the Owner shall prohibit vendors from directly or indirectly charging the Owner for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" and "Buy American" requirements, if and to the extent applicable to the Project or any portion thereof.

## EXHIBIT C

### CONTRACTOR'S INSURANCE

As a condition precedent to the commencement of the Work, and as a condition of Work site access the Contractor shall have the following insurance coverages in place in accordance with the following provisions and shall deliver to the City (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance ("COI") evidencing such insurance coverages.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability – Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
  
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
  
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

**2. Business Auto/Commercial Auto Insurance – Minimum Limits required:**

- \$1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**3. Workers Compensation/Employers Liability Insurance:**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers' Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**4. Professional Liability Insurance – Minimum Limits required:**

- \$2,000,000 per occurrence
- \$3,000,000 aggregate

**5. Umbrella Liability/Excess Liability – Minimum Limits required:**

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the CGL, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers,



officials, agents, employees and members of all of its boards and commissions).

**No Limitation on Liability**

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

**Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

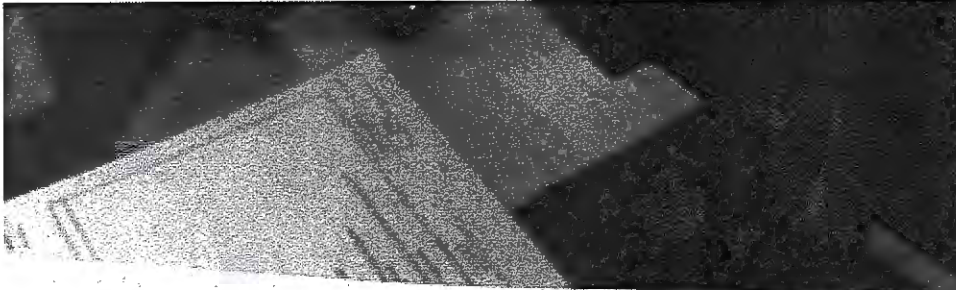
<b>MARB Meeting Date:</b>	December 19, 2024				
<b>Contract Name</b>	West Haven City Green Electrical Improvements				
<b>City Agency</b>	Mayors Office				
<b>Vendor Utilized</b>	C-White Electric LLC				
<b>Address</b>	115 Walnut Tree Lane				
<b>City, State, Zip</b>	Guilford, CT 06437-1409				
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [ <b>2024-22</b> ] <input type="checkbox"/> State Contract [ <b>Enter State Contract #</b> ] <input type="checkbox"/> Cooperative Agreement [ ] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source [ ]				
<b>No of Bid/RFP Respondents</b>	3 Consolidated Electric \$226,896   C-White Electric \$189,053   Onsite Electric \$182,464				
<b>Quote No('s) if applicable</b>					
<b>Source of Funds</b>	American Rescue Plan Funding (City Project # 2022-003)				
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b>	\$189,053.12
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)</b>	<p>The City of West Haven was seeking bids from qualified contractors for electrical improvements to the West Haven City Green located on Main Street in West Haven, Connecticut. The scope of work includes but is not limited to: Installation of new outdoor lighting systems, upgrading existing electrical panels and wiring to meet current standards, installing power outlets at multiple points throughout the green, ensuring all installations are weather-proof and suitable for outdoor use, Coordination with local utilities for any necessary service changes or upgrades and Compliance with all local, state, and federal electrical codes and regulations.</p> <p>A committee made up of employees from the public works department and the city hall facilities manager (E2) determined C-White Electric to be the lowest responsible bidder. C-White Electric offered the most comprehensive project description with specifics that the other bidders lacked. The committee determined that awarding C-White Electric would result in no in scope change orders.</p>				
<b>Department Submission [Name and Title]</b>	Ken Carney, ARPA Committee Chair & Building Committee Chair Andrew Pacelli, Facility Manager				
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				

City Green - Electrical Upgrade Bid

Ernest Chiarelli <erc8@icloud.com>

Sun 6/30/2024 3:34 PM

To:Ernie Chiarelli <EChiarelli@westhaven-ct.gov>



# BID TALLY SHEET

JOB: 2024-22

DATE: \_\_\_\_\_

PROPOSER:	AMOUNT:
Consolidated Electric	226,896. <sup>00</sup>
White Electric	\$ 189,053. <sup>00</sup>
Outside Electric	\$ 192,464. <sup>00</sup>
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Sent from my iPhone

**C-White Electric Llc**

**115 Walnut Tree Lane  
Guilford, Ct. 06437-1409  
Ct Lic#122384**

**Date Proposal#**

6/17/2024 4678

**Customer**

-----  
City of West Haven

**PROJECT**

-----  
ITB # 2024-22

Description
C-White Electric ( UEI # RF9YBR84ABS6 ) Ct E1 Lic # ( 122384 )  SE1 GDWN #A-H ( confirmed ) GDWN #I Supply (3) light towers for 30 days ** start up and shut down if needed by WH ** journeyman (straight time) Material DWN #1 Demo (23) electrical pull boxes and outlets journeyman (straight time) DWN #2 Demo (7) outlets journeyman (straight time) DWN #3 Demo panel and misc equipment journeyman (straight time) DWN #4 Demo traffic controller and misc equipment journeyman (straight time) DWN #5 ** overhead removal by UI , no cost carried if needed for UI ** journeyman (straight time)

This proposal is valid for (30) days

(P) 203.457.0642  
(Email) [chris@cwhiteelectric.com](mailto:chris@cwhiteelectric.com)

<b>Sales Tax (6.35%)</b>
<b>Total</b>

***C-White Electric Llc***

***115 Walnut Tree Lane  
Guilford, Ct. 06437-1409  
Ct Lic#122384***

**Date Proposal#**

6/17/2024 4678

**Customer**

-----  
City of West Haven

**PROJECT**

-----  
ITB # 2024-22

Description
DWN #6 Demo fence and concrete journeyman (straight time)
DWN #7 Demo service drop and lights journeyman (straight time)
DWN #8 Demo electrical service journeyman (straight time)
DWN #9 Demo irrigation equipment journeyman (straight time)
DWN #10 Demo doughboy light feed and clean/relamp lights journeyman (straight time) Material
DWN #11 Demo West haven Green sign lights and clean/relamp lights journeyman (straight time) Material
DWN #12 Demo Bell lights and clean/relamp lights journeyman (straight time) Material
SE2 Install (11) PEDOC's

This proposal is valid for (30) days

(P) 203.457.0642  
(Email) [chris@cwhiteelectric.com](mailto:chris@cwhiteelectric.com)

<b>Sales Tax (6.35%)</b>
<b>Total</b>

***C-White Electric Llc***

***115 Walnut Tree Lane  
Guilford, Ct. 06437-1409  
Ct Lic#122384***

**Date Proposal#**

6/17/2024 4678

**Customer**

-----  
City of West Haven

**PROJECT**

-----  
ITB # 2024-22

Description
journeyman (straight time) Install (230') (270')(160') (80') (80')(60')(60')(60') 1" pvc
journeyman (straight time) Pull #10 branch
journeyman (straight time) Install (320') 2" and (1) PB
journeyman (straight time) Pull feeders to ESE2
journeyman (straight time) Install (140') 1-1/2" and (1) PB
journeyman (straight time) Pull feeders to ESE3
journeyman (straight time) Install (120') 3" service feeder and riser
journeyman (straight time) Pull feeder
journeyman (straight time) SE3 -noted SE4
Install splice box over existing conduits at old service location
journeyman (straight time) Material
Install new service at AF1 location with misc equipment as noted and enclosure
journeyman (straight time) Material
Install new panel at AF2 location with misc equipment as noted and enclosure

This proposal is valid for (30) days

(P) 203.457.0642  
(Email) [chris@cwhiteelectric.com](mailto:chris@cwhiteelectric.com)

<b>Sales Tax (6.35%)</b>
<b>Total</b>

***C-White Electric Llc***

***115 Walnut Tree Lane  
Guilford, Ct. 06437-1409  
Ct Lic#122384***

**Date Proposal#**

6/17/2024 4678

**Customer**

-----  
City of West Haven

**PROJECT**

-----  
ITB # 2024-22

Description
journeyman (straight time)
Material
Install new panel at AF3 location with misc equipment as noted and enclosure
journeyman (straight time)
Material
Site work and concrete
Material ( gear package )
** 2 pole gfcı breakers are not available fully rated , only series rated **
Material ( misc materials , pedlocs, hoffman enclosures )
Subtotal
Profit & Overhead

This proposal is valid for (30) days

(P) 203.457.0642  
(Email) chris@cwhiteelectric.com

<b>Sales Tax (6.35%)</b>
<b>Total</b>

**C-White Electric Llc**

**115 Walnut Tree Lane  
Guilford, Ct. 06437-1409  
Ct Lic#122384**

**Date Proposal#**

6/17/2024 4678

**Customer**

-----  
City of West Haven

**PROJECT**

-----  
ITB # 2024-22

Description

- 1) all cutting / patching / painting / by others
- 2) temp wiring / feeds are not included unless specified in proposal above
- 3) wire to be removed is priced as free from blockages with accessible fittings , additional charges will apply if delays of any kind are encountered in removing or pulling existing cables
- 4) all work priced as normal working hours unless noted otherwise
- 5) permit charges "are not " included
- 6) all work priced as "no energy" additional charges shall apply if "hot work" is needed
- 7) fire alarm work and low voltage work are not included unless specified in proposal
- 8) Material Escalation Clause: If, during the performance of this contract, the price of materials significantly increases, through no fault of C-White Electric, the price of material shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by CWE from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of contractor, as a result of the shortage or unavailability of materials, CWE shall not be liable for any additional costs or damages associated with such delay(s).

Christopher White 11/26/2024 *chris white*

Proposal valid in 2025 based on labor rates

Once awarded and a start date has been confirmed we can confirm material costs with vendors

This proposal is valid for ~~30~~ days

(P) 203.457.0642  
(Email) [chris@cwhiteelectric.com](mailto:chris@cwhiteelectric.com)

<b>Sales Tax (6.35%)</b>	\$0.00
<b>Total</b>	\$189,053.12





**CITY OF WEST HAVEN**  
**355 Main St**  
 West Haven, Connecticut 06516

**DISCLOSURE &  
 CERTIFICATION AFFIDAVIT**

**EVERY SECTION MUST BE COMPLETED**

For help completing this form contact Purchasing Director at 203-937-3624

<b>Contractor/Vendor Name:</b>	C-White Electric Llc
<b>Address:</b>	115 Walnut Tree Lane , Guilford CT 06437
<b>Telephone and/or Fax #:</b>	203-457-0642
<b>Email Address:</b>	chris@cwhiteelectric.com
<b>Contact Person:</b>	Christopher White

**For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:**

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
- (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

<b>State of</b>	CT	<b>County of</b>	New Haven
<b>I,</b>	Christopher White <i>(type or print your name above)</i>		<b>being first duly sworn, hereby deposes and says that:</b>
<b>1.</b>	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
<b>2a.</b>	I am the corporate secretary or majority owner (including sole proprietorship) of	C-White Electric Llc	<b>Insert Company Name above</b>
<b>2b.</b>	<b>Or I am an individual and my name is:</b> <b>if an individual, insert your name above</b>		
<b>3.</b>	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
<b>4.</b>	<b>Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).</b>		
<b>4a.</b>	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are		
<b>4b.</b>	<input checked="" type="checkbox"/>	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	
<b>4c.</b>	<input type="checkbox"/>	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. <b>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</b>	
<b>5.</b>	<input checked="" type="checkbox"/>	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.	
<b>6.</b>	Please select the applicable representation about the Contractor's business registration:		
<b>6a.</b>	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	009050592-000 <b>Insert State Registration # above</b>
<b>6b.</b>	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	<b>Insert State Registration # above</b>
<b>6c.</b>	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	<b>Please insert State name above</b>
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 None			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 None			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 None		
2		

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 None			
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 C-White Electric llc	115 Walnut Tr Ln, Guilford Ct 06437	115 Walnut Tr Ln, Guilford Ct 06437
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:		<i>Amir J. Principal</i>	
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>	
Signature of Notary:		<i>[Signature]</i>	
Subscribed and sworn to, before me on this:		3 <sup>rd</sup>	Day of October 20 24
My Commission Expires:		Rachel N. Mastriano NOTARY PUBLIC	

My Commission Expires May 31, 2025

*This form should be mailed or emailed to the purchasing department or included with a specific solicitation.*


(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

**STATE OF CONNECTICUT**  
DEPARTMENT OF CONSUMER PROTECTION

ELECTRICAL UNLIMITED CONTRACTOR

CHRISTOPHER T WHITE

115 WALNUT TREE LN  
GUILFORD, CT 06437-3663

License #	Effective	Expiration
ELC.0122384-E1	10/01/2024	09/30/2025
SIGNED		



CWHT-1

OP ID: PB

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 12/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Commercial Insurance Associate</b> 250 State Street Unit K-1 North Haven, CT 06473 David Caldarella	CONTACT NAME: <b>David Caldarella</b> PHONE (A/C, No, Ext): <b>203-281-5911</b> FAX (A/C, No): <b>203-248-6518</b> E-MAIL ADDRESS: <b>david@ciaonline.com</b>												
INSURER(S) AFFORDING COVERAGE													
INSURED <b>C. White Electric LLC.</b> 115 Walnut Tree Lane Guilford, CT 06437	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: <b>Tri-State Insurance Co of Minn</b></td> <td style="width: 20%;">NAIC # <b>31003</b></td> </tr> <tr> <td>INSURER B: <b>Employers Insurance Group</b></td> <td>NAIC # <b>31283</b></td> </tr> <tr> <td>INSURER C: <b>Hiscox Insurance Company</b></td> <td>NAIC # <b>10200</b></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: <b>Tri-State Insurance Co of Minn</b>	NAIC # <b>31003</b>	INSURER B: <b>Employers Insurance Group</b>	NAIC # <b>31283</b>	INSURER C: <b>Hiscox Insurance Company</b>	NAIC # <b>10200</b>	INSURER D:		INSURER E:		INSURER F:	
INSURER A: <b>Tri-State Insurance Co of Minn</b>	NAIC # <b>31003</b>												
INSURER B: <b>Employers Insurance Group</b>	NAIC # <b>31283</b>												
INSURER C: <b>Hiscox Insurance Company</b>	NAIC # <b>10200</b>												
INSURER D:													
INSURER E:													
INSURER F:													

## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ADV 5443820--14	08/14/2024	08/14/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ADV 5443820--14 (B)	08/14/2024	08/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			ADV 5443820--14 (C)	08/14/2024	08/14/2025	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>10,000,000</b>
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG5332523 01	08/14/2024	08/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Prof. Liability</b>			ANE4545359.24	08/14/2024	08/14/2025	PE&O \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**City of West Haven is included as an Additional Insured on all policies except Workers Compensation. All insurance provided to Additional Insureds applies on a primary & non-contributory basis. Waiver of Subrogation applies on all policies.**

### CERTIFICATE HOLDER

### CANCELLATION

City of West Haven 355 Main Street West Haven, CT 06516	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



STATE OF CONNECTICUT  
**DEPARTMENT OF REVENUE SERVICES**  
**Tax Permit**



mL603

Rev. 08/21

CT Tax Registration No.: 009050592-000  
 Letter ID: L0006651306  
 Date Issued: January 30, 2024

C WHITE ELECTRIC LLC  
 115 WALNUT TREE LN  
 GUILFORD CT 06437-3663



mL603

Dear Taxpayer,

Attached is your Sales & Use tax permit. Please display it conspicuously for your customers to see. Any permit previously issued by the Connecticut Department of Revenue Services (DRS) for the specific location noted on this permit is now void and should be destroyed.

Any change in ownership or form of organization requires a new permit. If your business is sold, transferred, or discontinued, return this permit at once to:

Department of Revenue Services  
 450 Columbus Blvd.  
 Suite 1  
 Hartford, CT 06103

Enter the last day of business and the name of the successor, if applicable, on the back of the permit. Sign the permit as indicated.

Business and individual taxpayers can use **myconnect** to file a variety of tax returns, update account information, and make payments online.

**This Tax Permit is valid for two years.**

**You may not assign or transfer this permit. Display this permit conspicuously for your customers to see.**

Department of Revenue Services  
 State of Connecticut  
 450 Columbus Blvd.  
 Suite 1  
 Hartford, CT 06103

**Sales & Use  
 Tax Permit**



The person named below is licensed under the Sales & Use Tax Act.  
 This permit is good **only** for the named permittee and at the location shown.  
 If there is any change in ownership, the permit is null and void.

Use only at this location:  
 C WHITE ELECTRIC LLC  
 115 WALNUT TREE LN  
 GUILFORD CT 06437-3663

Date Issued	Expiration Date	Business Start Date	Connecticut Tax Registration Number
01/30/2024	03/31/2026	04/14/1997	009050592-000

C WHITE ELECTRIC LLC  
 115 WALNUT TREE LN  
 GUILFORD CT 06437-3663

Mark D. Boughton  
 Commissioner of Revenue Services

**This license may not be transferred or assigned.**



# **CONTRACT FOR FURNISHING AND INSTALLATION OF UNDERGROUND ELECTRICAL EQUIPMENT AT THE WEST HAVEN GREEN**

**THIS CONTRACT (“CONTRACT”) FOR FURNISHING AND INSTALLATION OF UNDERGROUND ELECTRICAL EQUIPMENT AT THE WEST HAVEN GREEN**, is made by and between the **City of West Haven** (“Owner”) and **C-White Electric Llc** (“Contractor”), each a “Party” and collectively, the “Parties”.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **Article 1. Work.**

Contractor will provide the services, equipment and materials required for furnishing and installation of underground electrical equipment at the West Haven Green, together with related services, equipment and materials as set forth on Exhibit A attached hereto and made a part hereof (the “Work”), all in accordance with the Contract Documents, as defined in Article 5 of this Contract. The Work will take place at the West Haven Green, West Haven, Connecticut (the “Property”). The detailed schedule for the Work shall be as agreed between the Contractor and the Chair of the City’s ARPA Committee.

## **Article 2. Contract Time.**

The term of this Contract shall commence upon approval of this Contract by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut and shall terminate on the earlier to occur of (a) payment of all sums due and payable under this Contract or (b) July 15, 2025, subject to any extensions of time for completion of the Work and modifications in approved Change Orders, time being of the essence. The Work shall commence upon satisfaction of the conditions precedent set forth in Section 11.15 below and conclude on or before April 30, 2025, time being of the essence.

## **Article 3. Contract Price.**

Owner will pay to Contractor an amount equal to One Hundred Eighty-Nine Thousand Fifty-Three and 12/100 Dollars (\$189,053.12) (“Contract Price”) for the Work.

## **Article 4. Change Orders.**

Any increase or decrease in the Contract Price, change in the Work or change in the Contract Time must be set forth in a change order signed by Owner and Contractor (“Change Order”).

## **Article 5. Contract Documents.**

The “Contract Documents” shall mean this Contract, as well as Exhibit A, Exhibit B, and Exhibit C attached hereto and made a part hereof.

**Article 6. Payments to Contractor.** Contractor shall submit monthly applications for payment to the City (each an “Application for Payment”) on or before the last Thursday

of each month during the term of this Contract. Applications for payment approved by the City's ARPA Committee shall be payable within forty-five (45) days after such approval. Each Application for Payment shall include a statement of Work for which compensation is sought, together with such other substantiation as City shall require. Each Application for Payment shall include all Work performed by Contractor for the period covered by each Application for Payment based on a schedule of values approved by the Chair of the City's ARPA Committee. The amount requested in each Application for Payment shall be subject to a five percent (5%) retainage deduction, except for the final Application for Payment.

Contractor shall submit its final Application for Payment no later than thirty (30) calendar days after final completion of the Work. Contractor's final Application for Payment shall include release of all retainage amounts. City will provide Contractor an Internal Revenue Service Form 1099-MISC in connection with the payments provided hereunder.

**Article 7. Federal Requirements.** This Contract is being funded with ARPA funds. The Parties shall comply with all federal requirements applicable to this Contract and performance of their respective obligations under this Contract, including, without limitation, the requirements set forth in Exhibit B attached hereto and made a part hereof.

**Article 8. Contractor's Representation.**

To induce Owner to enter into this Contract, Contractor makes the following representation:

Contractor has familiarized itself with the nature and extent of the Contract Documents, Work site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work. Contractor is duly licensed to perform the Work as required by applicable federal, state and local laws and regulations.

**Article 9. Contractor's Responsibilities.**

**9.1 Performance.** Contractor will perform the Work in accordance with the Contract Documents. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures for the Work.

**9.2 Personnel.** Contractor will provide competent, suitable personnel fully capable to perform the Work as required by the Contract Documents. Contractor will at all times maintain good discipline and order at the Property.

**9.3 Furnished Items.** Contractor will furnish and be fully responsible for all materials, equipment, labor, transportation, installation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing and completion of the Work, except as provided by Owner.

**9.4 Materials.** All materials and equipment will be of good quality and new. All materials and equipment will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier.

**9.5 Subcontractors.** Contractor may not subcontract any of the Work without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion. Contractor will be fully responsible to Owner for all acts and omissions of its subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents will create any contractual relationship between Owner and any such subcontractor, supplier or other person or organization, nor will it create any obligation on the part of Owner to pay any such subcontractor, supplier or other person or organization except as may otherwise be required by applicable laws and regulations.

**9.6 Permits; Inspections.** Contractor will obtain all permits and licenses and will pay for all such permits and licenses required for the Work, except to the extent such permits and licenses are exempt from fees. Owner will assist Contractor, when necessary, in obtaining such permits and licenses. Contractor will arrange and coordinate all governmental inspections required for the Work. Contractor will give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work.

**9.7 Taxes.** Contractor will pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the place of the Work that are applicable during the performance of the Work. Owner represents that all completed Work is exempt from sales and use tax.

**9.8 Use of Property.** Contractor will confine installation equipment, the storage of materials and equipment, and the operations of workers to areas of the Property designated by Owner, and will not unreasonably encumber the Property with materials or equipment. Contractor will be fully responsible for any damage to the Property or areas contiguous thereto resulting from the performance of the Work. During the progress of the Work, Contractor will keep the Property free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor will remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, installation equipment and machinery, and surplus materials, and will leave the Property clean and the Work ready for use by Owner.

**9.9 Record Documents.** Contractor will maintain in a safe place at the Property for Owner's access one record copy of all drawings, specifications, manuals, addenda, written amendments, Change Orders, and the like, in good order and annotated to show all changes made during installation, which will be delivered to Owner upon the



expiration or earlier termination of this Contract.

**9.10 Safety.** Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will comply with all applicable laws and regulations relating to the safety of persons and/or property.

**9.11 Continuing the Work.** Contractor will carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner.

**9.12 Damage to the Work.** Contractor will repair or replace, at Contractor's sole expense, every portion of the Work that is damaged or destroyed prior to final completion, except to the extent such damage or destruction is caused by Owner.

**9.13 Warranty.** Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents, will not be defective and will be fit for its intended purpose. If within one (1) year after the later of the date of final completion or completion of warranty work, or such longer period of time as may be prescribed by applicable laws or regulations or by the terms of any specific provision or applicable special guarantee in the Contract Documents, any Work is found to be defective, not fit for its intended purpose or otherwise not in accordance with the Contract Documents, Contractor will promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such Work, or if it has been rejected by Owner, remove it from the Property and replace it with Work that is not defective and is in compliance with the Contract Documents. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have such Work corrected or such Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. Contractor shall assign all manufacturers' and suppliers' warranties to Owner, effective upon expiration of the above-stated warranty period for Contractor's warranties.

**9.14 Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor will defend, indemnify and hold harmless Owner and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any and all losses, liabilities, costs, fees (including, without limitation, attorneys' fees), expenses, damages and economic detriment of any kind whatsoever that arises out of or relates to the performance or non-performance of the Work, except to the extent arising out of the negligence or willful misconduct of Owner.

**9.15 Related Work at Property.** Owner may perform other work at the Property that is not part of the Work by Owner's own forces or may let other direct contracts therefor. Contractor will afford Owner's own forces, and any other contractor who is a party to such a direct contract, proper and safe access to the Property and a reasonable opportunity for the introduction and storage of materials and equipment and the

execution of such work.

**Article 10. Contractor's Insurance.** Contractor shall purchase and maintain the insurance policies required under Exhibit C attached hereto and made a part hereof, in accordance with the provisions of Exhibit C.

**Article 11. Miscellaneous.**

**11.1** Contractor may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Owner, which may be granted or withheld in Owner's sole and exclusive discretion.

**11.2** This Contract shall be binding upon the Parties and their respective successors and permitted assigns.

**11.3** This Contract and all issues, disputes and matters arising out of it will be governed by and construed in accordance with the laws of the State of Connecticut, exclusive of its body of law governing conflicts of laws.

**11.4** This Contract may be modified, amended, changed, or otherwise altered (except as otherwise specifically provided herein), in whole or in part, only by an agreement in writing duly authorized and executed by both Parties.

**11.5** The waiver of any breach of any of the provisions of this Contract by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach by such Party, either of the same or of another provision of this Contract.

**11.6** Time is of the essence in the performance of this Contract.

**11.7** This Contract contains the entire agreement between the parties hereto, and no statement, promise, or inducement made by either Party that is not contained or referenced in this Contract shall be valid or binding upon the Parties.

**11.8** The article and section headings, captions, and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract.

**11.9** Invalidation of any of the provisions of this Contract or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Contract.

**11.10** Contractor represents and warrants to Owner that Contractor's entering into this Contract and the performance of its obligations under this Contract have been duly authorized by necessary corporate action of Contractor and that all of its obligations under this Contract constitute legal, valid and binding obligations of Contractor,

enforceable in accordance with their respective terms. Contractor further represents and warrants to Owner that there is no other agreement, instrument or document that prevents or interferes with Contractor's entering into and performing its obligations under this Contract or that would be violated by Contractor's entering into and performing its obligations under this Contract.

**11.11** This Contract may be executed in counterparts, which, together, shall constitute one and the same document. Facsimile and pdf copies of signatures shall be deemed original signatures.

**11.12** Title and risk of loss for the Work shall remain with the Contractor until installation.

**11.13** To the extent the Work contains software that is installed into the Work by Contractor or is used by Contractor for the Work, Contractor owns this software and each sale of a software-containing product or product for which software was used is not a sale of such software; it includes only a license to use the software in the product in which the software was initially installed solely in accordance with the documentation provided with such product.

**11.14** Contractor shall provide such training as reasonably requested by the City at the time of installation without charge.

**11.15** In addition to the condition precedent set forth in Exhibit C regarding Insurance, the following are conditions precedent to Contractor's commencement of the Work:

(a) A Disclosure and Certification Affidavit executed and delivered by Contractor to the Owner with information that is acceptable to Owner in its sole and exclusive discretion. Each invoice submitted by Contractor to Owner shall include a certification that the information contained in Contractor's Disclosure and Certification Affidavit executed in connection with entering into this Contract remains true and correct in all material respect;

(b) A W-9 form executed and delivered by Contractor to Owner that is acceptable to the Owner in its sole and exclusive discretion;

(c) Evidence reasonably satisfactory to Owner of due authorization of Contractor entering into this Contract; and

(d) Approval of this Contract by the West Haven Subcommittee of the Municipal Accountability Review Board of the State of Connecticut.

Contractor shall diligently pursue satisfaction of the condition precedent set forth in Exhibit C, as well as the conditions precedent set forth in Sections 11.15(a), (b) and (c) above.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Contract as of December 4, 2024.

OWNER

CONTRACTOR

City of West Haven

C-White Electric Llc

By: \_\_\_\_\_  
Dorinda Borer, Mayor

By: \_\_\_\_\_  
Christopher White  
Its: Member  
Duly Authorized

Address for giving notices:

Ken Carney, Chair  
City of West Haven ARPA Committee  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516

Address for giving notices:

C-White Electric Llc  
115 Walnut Tree Lane  
Guilford, CT 06437-1409  
Attn: Christopher White

And to:

Dorinda Borer  
Mayor  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Approved as to form:

\_\_\_\_\_  
Mark J. Malaspina  
Carmody Torrance Sandak & Hennessey LLP

## **EXHIBIT A**

### **THE WORK**

Without limitation, the Work shall include the furnishing and installation of underground electrical equipment and materials listed on Contractor's Proposal #4678, dated June 17, 2024, attached hereto and made a part hereof; provided that the last sentence of the Contractor's Proposal: "Once awarded and a start date has been confirmed we can confirm material costs with vendors" shall be disregarded, as the Contract Price is a firm fixed price.

**C-White Electric Llc**  
**115 Walnut Tree Lane**  
**Gulford, Ct. 06437-1409**  
**Ct Lic#122384**

**Date**      **Proposal#**  
6/17/2024      4678

**Customer**  
-----  
City of West Haven

**PROJECT**  
-----  
ITB # 7074-22

Description
C-White Electric ( UEI # RF9YBR84ABS6 ) Ct EI Lic # ( 122384 )  SE1 GDWN #A-H ( confirmed ) GDWN #1 Supply (3) light towers for 30 days ** start up and shut down if needed by WH ** journeyman (straight time) Material DWN #1 Demo (23) electrical pull boxes and outlets journeyman (straight time) DWN #2 Demo (7) outlets journeyman (straight time) DWN #3 Demo panel and misc equipment journeyman (straight time) DWN #4 Demo traffic controller and misc equipment journeyman (straight time) DWN #5 ** overhead removal by UI , no cost earned if needed for UI ** journeyman (straight time)

This proposal is valid for 30 days.

(P) 203.457.0642  
(Lmail) chris@cwhiteelectric.com

<b>Sales Tax (6.35%)</b>
<b>Total</b>

**C-White Electric Llc**  
**115 Walnut Tree Lane**  
**Gulfport, Ct. 06437-1409**  
**Ct Lic#122384**

**Date**      **Proposal#**  
 6/1/2022      4678

**Customer**  
 City of West Haven

**PROJECT**  
 ITT # 2024-22

Description
DWN #6 Demo fence and concrete journeyman (straight time)
DWN #7 Demo service drop and lights journeyman (straight time)
DWN #8 Demo electrical service journeyman (straight time)
DWN #9 Demo irrigation equipment journeyman (straight time)
DWN #10 Demo doughboy light feed and clean/relamp lights journeyman (straight time) Material
DWN #11 Demo West haven Green sign lights and clean/relamp lights journeyman (straight time) Material
DWN #12 Demo Bell lights and clean/relamp lights journeyman (straight time) Material
SE2 Install (11) PEDOC's

This proposal is valid for (30) days

(P) 203.457.0642  
 (Email) cwhite@cwhiteelectric.com

<b>Sales Tax (6.35%)</b>
<b>Total</b>

**C-White Electric Llc**  
**115 Walnut Tree Lane**  
**Guilford, Ct. 06437-1409**  
**Ct Lic#122384**

**Date**      **Proposal#**  
6/17/2024      4678

**Customer**  
City of West Haven

**PROJECT**  
ITB # 2024-22

Description
journeyman (straight time)
Install (230')(270')(160')(80')(80')(60')(60')(60') 1" pvc
journeyman (straight time)
Pull #10 branch
journeyman (straight time)
Install (320') 2" and (1) PB
journeyman (straight time)
Pull feeders to ESE2
journeyman (straight time)
Install (140') 1-1/2" and (1) PB
journeyman (straight time)
Pull feeders to ESE3
journeyman (straight time)
Install (120') 3" service feeder and riser
journeyman (straight time)
Pull feeder
journeyman (straight time)
SE3 -noted
SE4
Install splice box over existing conduits at old service location
journeyman (straight time)
Material
Install new service at AF1 location with misc equipment as noted and enclosure
journeyman (straight time)
Material
Install new panel at AF2 location with misc equipment as noted and enclosure

This proposal is valid for (30) days  
(P) 203 457 0641  
(E-mail) cwhite@cwwhiteelectric.com

<b>Sales Tax (6.35%)</b>
<b>Total</b>



**C-White Electric Llc**  
**115 Walnut Tree Lane**  
**Guilford, Ct. 06437-1409**  
**Ct Lic#122384**

**Date**      **Proposal#**  
6/17/2024      4678

**Customer**  


---

City of West Haven

**PROJECT**  


---

ITB # 2024-22

Description
journeyman (straight time)
Material
Install new panel at AF3 location with misc equipment as noted and enclosure
journeyman (straight time)
Material
Site work and concrete
Material ( gear package )
** 2 pole gfcı breakers are not available fully rated , only series rated **
Material ( misc materials , pedlcs, hoffman enclosures )
Subtotal
Profit & Overhead

This proposal is valid for (30) days

(T) 703-477-0642  
(E-mail) cwhite@whiteelectric.com

<b>Sales Tax (6.35%)</b>
<b>Total</b>

**C-White Electric Llc**  
**115 Walnut Tree Lane**  
**Guilford, Ct. 06437-1409**  
**Ct Lic#122384**

**Date**      **Proposal#**  
 8/17/2024      4678

**Customer**  
 -----  
 City of West Haven

**PROJECT**  
 -----  
 ITR # 2024-22

Description
<p>1) all cutting / patching / painting / by others            2) temp wiring / feeds are not included unless specified in proposal above            3) wire to be removed is priced as free from blockages with accessible fittings - additional charges will apply if delays of any kind are encountered in removing or pulling existing cables            4) all work priced as normal working hours unless noted otherwise            5) permit charges "are not " included            6) all work priced as "no energy" additional charges shall apply if "hot work" is needed            7) fire alarm work and low voltage work are not included unless specified in proposal            8) Material Escalation Clause: If, during the performance of this contract, the price of materials significantly increases, through no fault of C-White Electric, the price of material shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by CWE from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of materials is delayed, through no fault of contractor, as a result of the shortage or unavailability of materials, CWE shall not be liable for any additional costs or damages associated with such delay(s).</p> <p>Christopher White 11/26/2024 <i>Chris White</i>            Proposal valid in 2025 based on labor rates            Once awarded and a start date has been confirmed we can confirm material costs with vendors</p>

This proposal is valid for ~~30~~ days  
 (P) 203-457-0642  
 (Email) cwhite@cwhiteelectric.com

<b>Sales Tax (6.35%)</b>	\$0.00
<b>Total</b>	\$189,073.12

## EXHIBIT B

### FEDERAL FUNDING REQUIREMENTS ADDENDUM

For purposes of this Exhibit B, the term “contract” shall mean “Contract”, the term “contractor” shall mean “Contractor”, and the term “Owner” shall mean the City of West Haven. For convenience, reference to any gender herein means the applicable gender. This contract is funded using ARPA funds. In meeting its obligations under this contract, contractor shall comply with all funding requirements of the federal government applicable to the use of ARPA funds in particular and federal funds in general.

Without limiting the generality of the foregoing, during the performance of this contract, the contractor will comply with the requirements of the federal:

- Clean Air Act
- Work Hours and Safety Standards Act.

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by a rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**Provided**, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor may not charge the Owner directly or indirectly for any "Covered Telecom," as defined below. The federal government's System for Award Management

(SAM) (<https://www.sam.gov>) lists certain "Excluded Parties" (as defined therein) who are excluded from receiving federal awards for "covered telecommunications equipment or services" referenced therein ("Covered Telecom"). Any procurements and resulting contracts prepared by the contractor for the Owner shall prohibit vendors from directly or indirectly charging the Owner for Covered Telecom.

Any and all procurements for construction services, goods or materials shall comply with the federal government's "Build America, Buy America" and "Buy American" requirements, if and to the extent applicable to the Project or any portion thereof.

## EXHIBIT C

### CONTRACTOR'S INSURANCE

As a condition precedent to the commencement of the Work, and as a condition of Work site access the Contractor shall have the following insurance coverages in place in accordance with the following provisions and shall deliver to the City (referred to hereinafter as the "Owner") a valid and currently dated Certificate of Insurance ("COI") evidencing such insurance coverages.

The insurance coverage carried by the Contractor must be placed with and written by an insurance company admitted to do business in the State of Connecticut, and with a rating of A- or better by A.M. Best.

The insurance coverages carried by the Contractor (shown below) shall apply regardless of whether the operations, actions, derelictions or failures to act, from which any claim arises, are attributable to the Contractor, a subcontractor, a sub-subcontractor, or any consultant, officer, agent, employee or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable state law. Failure of Contractor to provide a COI shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement. All policies of insurance shall be written on an occurrence basis.

At a minimum, the COI shall indicate that the following coverages and limits are in place:

1. **Commercial General Liability – Minimum Limits Required:**

- \$2,000,000 General Aggregate
- \$2,000,000 Producers/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$100,000 Fire Damage – Any One Fire
- \$5,000 Medical Expense – Any One Person
  
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the CGL policy carried by the Contractor. The Additional Insured coverage afforded to the Owner shall apply on a **primary and non-contributory basis** and include **completed operations** coverages.
  
- The CGL policy carried by the Contractor shall contain a **Waiver of Subrogation** clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven (and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions)).

**2. Business Auto/Commercial Auto Insurance – Minimum Limits required:**

- \$1,000,000 Liability
- The Owner (The City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions) will be included as an **Additional Insured** onto the Commercial Auto/Business Auto policy carried by the Contractor.
- The Business Auto/Commercial Auto policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven, and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**3. Workers Compensation/Employers Liability Insurance:**

- Coverages and limits as required by law Connecticut State law
- Employers Liability Limits:
- \$500,000 each accident
- \$500,000 aggregate for injury by disease
- \$500,000 each employee for injury by disease
- The Workers' Compensation/Employers Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions).

**4. Professional Liability Insurance – Minimum Limits required:**

- \$2,000,000 per occurrence
- \$3,000,000 aggregate

**5. Umbrella Liability/Excess Liability – Minimum Limits required:**

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the CGL, Business Auto and Workers' Compensation/Employer Liability policies carried by the organization.
- The Umbrella/Excess Liability policy carried by the Contractor shall contain a Waiver of Subrogation clause and the Contractor hereby agrees to waive the Contractor's right of recovery against the Owner (the City of West Haven and all of its elected or appointed directors, officers,

officials, agents, employees and members of all of its boards and commissions).

**No Limitation on Liability**

With regard to any/all claims made against the Additional Insured by any employee of the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or any subcontractor, or anyone for whose acts the Contractor or any subcontractor might be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation acts, disability benefits acts or other employee benefit acts.

**Cancellation, Renewal and Modification**

The Contractor shall maintain in effect all insurance coverages required under this agreement at the Contractor's sole expense and with insurance companies acceptable to the Owner. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least thirty (30) days' prior written notice has been given to the Owner.





# Office of the Finance Director

City of West Haven  
 355 Main Street  
 West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024																											
<b>Contract Name</b>	MSW Container (Dumpster) Services																											
<b>City Agency</b>	Public works																											
<b>Vendor Utilized</b>	Murphey Road Holdings DBA All American Waste																											
<b>Address</b>	555 Taylor Road,																											
<b>City, State, Zip</b>	Enfield, CT 06082																											
<b>Procurement Process</b>	<input type="checkbox"/> Bid/RFP [ 2025-16] <input type="checkbox"/> State Contract [Enter State Contract] <input type="checkbox"/> Cooperative Agreement [] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source																											
<b>No of Bid/RFP Respondents</b>	1 Murphey Road Holdings DBA All American Waste																											
<b>Quote No('s) if applicable</b>																												
<b>Source of Funds</b>	City Operating Funds-Public Works  BOE Operating Fund  Housing Authority																											
<b>Quantity</b>	1.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> PW \$385,000   BOE \$350,000 Housing Auth. \$65,000																								
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	<p>The City of West Haven solicited bids from qualified private contractors to provide municipal solid waste MSW Container (Dumpsters) Collection, services within the City limits of West Haven. All American Waste was the sole vendor to show up at the mandatory pre-meeting and submitted their bid accordingly. All-American Waste will provide a dumpster service for the City of West Haven per the contract which includes dumping 2 cubic yard, 4 cubic yard, 6 cubic yard and 8 cubic yard (roll-off) dumpster from city, board of education and housing authority buildings. All-American Waste will also service roughly 25 condominium complexes throughout the city per the contract.</p> <p><b>Pricing Breakdown</b></p> <table border="1"> <thead> <tr> <th>Building Type</th> <th>Vendor Amount</th> <th>Contract Amount with Contingency</th> <th>Responsible Budget</th> </tr> </thead> <tbody> <tr> <td>City Buildings:</td> <td>\$65,640.08</td> <td>\$70,000</td> <td>City Public Works</td> </tr> <tr> <td>Condominiums:</td> <td>\$277,171.44</td> <td>\$280,000</td> <td>City Public Works</td> </tr> <tr> <td>Housing Authority:</td> <td>\$60,999.12</td> <td>\$65,000</td> <td>Housing Authority</td> </tr> <tr> <td>Board of Education:</td> <td>\$345,198.43</td> <td>\$350,000</td> <td>Board of Education</td> </tr> <tr> <td>Open Top Roll Offs:</td> <td>\$33,409.21</td> <td>\$35,000</td> <td>City Public Works</td> </tr> </tbody> </table>				Building Type	Vendor Amount	Contract Amount with Contingency	Responsible Budget	City Buildings:	\$65,640.08	\$70,000	City Public Works	Condominiums:	\$277,171.44	\$280,000	City Public Works	Housing Authority:	\$60,999.12	\$65,000	Housing Authority	Board of Education:	\$345,198.43	\$350,000	Board of Education	Open Top Roll Offs:	\$33,409.21	\$35,000	City Public Works
	Building Type	Vendor Amount	Contract Amount with Contingency	Responsible Budget																								
City Buildings:	\$65,640.08	\$70,000	City Public Works																									
Condominiums:	\$277,171.44	\$280,000	City Public Works																									
Housing Authority:	\$60,999.12	\$65,000	Housing Authority																									
Board of Education:	\$345,198.43	\$350,000	Board of Education																									
Open Top Roll Offs:	\$33,409.21	\$35,000	City Public Works																									
<b>Department Submission [Name and Title]</b>	Dustin Werle, Public Works Operations Superintendent, Robert Sandella, Acting Commissioner Public Works, & Rick Spryer, chief of Staff																											
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director																											



# ALL AMERICAN WASTE

## ATTACHMENT A

### CITY OF WEST HAVEN, CONNECTICUT PROPOSAL LETTER

Ms. Kathy Chambers  
Sr. Buyer, Procurement Analyst  
City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

Dear Ms. Chambers,

We have read the Request for proposals and fully understand its intent and content. We certify that we have adequate experience and personnel to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City of West Haven.

We propose to proposal on the following services:

-MSW Container Dumpster Collection Services

We have completed the Qualifications Analysis (Attachment B), Insurance Requirements (Attachment C), Indemnification (Attachment D), Proposal Cost (Attachment E), and Exceptions to Specifications (Attachment F). We have enclosed a Proposal Surety in the amount equal to five percent (5%) of the first-year price of our proposal. By submitting this proposal, we are willing to accept the proposed business arrangements, without exception.

It is further understood that all information included in, attached to, or required by this proposal shall be public record upon delivery to the City.

Respectfully submitted,

Murphy Road Holdings Inc. d/b/a All American Waste LLC

Matthew Orsaia, Sales Manager

September 23, 2024

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, All American Waste, LLC, 555 Taylor Road, Enfield, CT 06083, Principal, and, Evergreen National Indemnity Company, 6150 Oak Tree Boulevard, Suite 440, Independence, OH 44131, the Surety, are hereby bound unto the City of West Haven, Department of Finance, 355 Main Street, West Haven, CT 06516, Obligee, in the penal sum of Five Percent of Total Amount Bid (5% TAB) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for, RFP #2025-16 MSW Containers (Dumpsters) Services for the City of West Haven.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; nor shall the Surety be obligated to give a bond for performance.

If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

Signed, sealed and executed this 23rd day of September, 2024.

All American Waste, LLC  
Principal

By: [Signature]

All American Waste, LLC has no corporate seal

Witness: [Signature]

Evergreen National Indemnity Company  
Surety

By: [Signature]  
Hilarie Frankenberry, Attorney-in-Fact

Witness: [Signature]  
Patricia A Temple, Witness

**EVERGREEN NATIONAL INDEMNITY COMPANY**

Independence, Ohio

**POWER OF ATTORNEY**

**Bid Bond 874436**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: **\*\*\* Hilarie Frankenberry \*\*\***

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.  
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*

Matthew T. Tucker, President

By: *David A. Canzone*

David A. Canzone, CFO

Notary Public)  
State of Ohio)

SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers  
Notary Public  
In and For the State of Ohio  
My Commission Expires  
August 13, 2024

*Julie K Bowers*

Julie K. Bowers, Notary Public  
My Commission Expires August 13, 2024

State of Ohio )

SS:

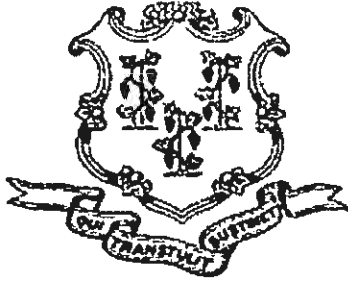
I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **23rd** day of **September, 2024**.



*Wan C. Collier*

Wan C. Collier, Secretary



## ***State of Connecticut Insurance Department***

***This is to Certify, that*** Evergreen National Indemnity Company

***having complied with the laws of the State of Connecticut is licensed to transact in this state until the first day of May 2025 unless this license be sooner revoked, the following lines of insurance:***

- 01 - FIRE, EXTENDED COVERAGE, AND OTHER ALLIED LINES
- 03 - COMMERCIAL MULTIPLE PERIL
- 07 - INLAND MARINE
- 09 - WORKER'S COMPENSATION
- 10 - LIABILITY OTHER THAN AUTO (BODILY INJURY AND PROPERTY DAMAGE)
- 11 - AUTO LIABILITY (BODILY INJURY AND PHYSICAL DAMAGE)
- 12 - AUTO PHYSICAL DAMAGE
- 14 - FIDELITY AND SURETY

***Witness my hand and official seal, at HARTFORD, CT***

the 1st day of May, 2024



***Insurance Commissioner***

***Certificate of Authority and Compliance***

www.ct.gov/ind  
P.O. Box 516 Hartford, CT 06142-0516  
Affirmative Action Equal Employment Opportunity Employer



## Evergreen National Indemnity Company

### *Certificate*

2023

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.

#### Statement of Income

Direct Written Premium	41,420,842
Reinsurance Assumed	2,392,355
Reinsurance Ceded	(26,104,423)
Net Written Premium	17,708,774
Change in Unearned	(306,829)
Net Earned Premium	17,401,945
Losses & LAE Incurred	3,322,879
Net Commission Expense	7,351,374
Other Expenses	3,799,836
Underwriting Gain/ (Loss)	2,927,856
Net Investment Income	2,642,252
Net Realized Capital Gains (Loss)	(501,843)
Other Income/ (Expense)	14,081
Income Before FIT	5,082,346
Federal Income Tax	1,095,312
<b>Net Income</b>	<b>3,987,034</b>

#### Balance Sheet

##### Assets

Invested Assets	64,762,689
Uncollected premium and agents' balances	1,675,437
Reinsurance Recoverable	149,235
Other Assets	332,083
<b>Total Assets</b>	<b>66,919,444</b>

##### Liabilities & Surplus

Unearned Premium Reserve	7,776,825
Loss & LAE Reserves	6,734,555
Ceded Reinsurance Payable	3,355,886
Amounts retained for others	1,533,470
Other Liabilities	2,243,329
<b>Total Liabilities</b>	<b>21,644,065</b>
<b>Surplus</b>	<b>45,275,379</b>
<b>Total Liabilities &amp; Surplus</b>	<b>66,919,444</b>

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2023.

  
\_\_\_\_\_  
David A. Canzone, Treasurer

## APPENDIX A AAW

### APPENDIX A

#### MSW CONTAINER PRICE LIST: BOARD OF EDUCATION

Note: Use this sheet to list your proposed costs for BOARD OF EDUCATION containers only.  
Submit pricing for City, Condominium and Housing Authority locations on appropriate price sheet.

Container Size	Service Rate, Including Disposal Cost (per Pick-Up)	
2 Cubic Yards	First Year	\$ <u>20.58</u> per pick up
	Second Year	\$ <u>21.61</u> per pick up
	*Third Year	\$ <u>22.69</u> per pick up
6 Cubic Yards	First Year	\$ <u>61.74</u> per pick up
	Second Year	\$ <u>64.83</u> per pick up
	*Third Year	\$ <u>68.07</u> per pick up
8 Cubic Yards	First Year	\$ <u>82.32</u> per pick up
	Second Year	\$ <u>86.44</u> per pick up
	*Third Year	\$ <u>90.76</u> per pick up
18 Cubic Yards (Roll-off)	First Year	\$ <u>195.00</u> per haul + \$ 135.00 per ton disposal
	Second Year	\$ <u>204.75</u> per haul + \$ 141.75 per ton disposal
	*Third Year	\$ <u>214.99</u> per haul + \$ 148.84 per ton disposal

\*Pricing for third year will be considered as an additional option.

APPENDIX A AAW

APPENDIX A

MSW CONTAINER PRICE LIST: CITY, CONDOMINIUMS AND HOUSING AUTHORITY

Note: Use this sheet to list your proposed costs for CITY, CONDOMINIUM AND HOUSING containers only.

Submit pricing for BOARD OF EDUCATION locations on appropriate price sheet.

Prices to include all disposal fees.

Price to include once a month bulk pickup from all condos.

Container Size	Service Rate, Including Disposal Cost (per Pick-Up)	
2 Cubic Yards	First Year	\$ <u>20.58</u> per pick up
	Second Year	\$ <u>21.61</u> per pick up
	*Third Year	\$ <u>22.69</u> per pick up
4 Cubic Yards	First Year	\$ <u>41.16</u> per pick up
	Second Year	\$ <u>43.22</u> per pick up
	*Third Year	\$ <u>45.38</u> per pick up
6 Cubic Yards	First Year	\$ <u>61.74</u> per pick up
	Second Year	\$ <u>64.83</u> per pick up
	*Third Year	\$ <u>68.07</u> per pick up
8 Cubic Yards	First Year	\$ <u>82.32</u> per pick up
	Second Year	\$ <u>86.44</u> per pick up
	*Third Year	\$ <u>90.76</u> per pick up
10 Cubic Yards	First Year	\$ <u>102.90</u> per pick up
	Second Year	\$ <u>108.05</u> per pick up
	*Third Year	\$ <u>113.45</u> per pick up
8 Cubic Yards (Roll-Off)	First Year	\$ <u>195.00</u> per haul + \$ 135.00 per ton disposal
	Second Year	\$ <u>204.75</u> per haul + \$ 141.75 per ton disposal
	*Third Year	\$ <u>214.99</u> per haul + \$ 148.84 per ton disposal

\*Pricing for third year will be considered as an additional option.

\*Price to include ~~once a month~~ bulk pickup from all condos two (2) times per year (April & September).





USAHAUL-03

SDOYLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

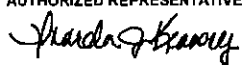
<b>PRODUCER License # 1780862</b> HUB International New England 300 Ballardvale Street Wilmington, MA 01887		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (978) 657-5100      FAX (A/C, No): (978) 988-0038 E-MAIL ADDRESS:		
<b>INSURED</b>  All American Waste, LLC 555 Taylor Road Enfield, CT 06082		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Nautilus Insurance Company		17370
		INSURER B : Pennsylvania Manufacturers' Association Insurance Company		12262
		INSURER C : Travelers Excess and Surplus Lines Company		29696
		INSURER D : Pennsylvania Manufacturers Indemnity Company		41424
		INSURER E :		
INSURER F :				

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>\$250,000 Retention</b>			GLP2039256-11	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			152401 1133750	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1W469178-24-NF	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	202401 1133750	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor Pollution			CPL2039257-11	1/1/2024	1/1/2025	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



# **ALL AMERICAN WASTE**

## **Attachment G**

### Municipal Collection References List

**Organization Name:** Town of Hamden  
**Contact Name:** Joe Colello  
**Phone:** 203-287-2600  
**Service Date(s):** Current  
**Project(s):** Collection of MSW and single stream recycling using automated trucks, curbside bulk collection, solid waste & recycling services at Town Buildings, Board of Ed. & Transfer Station.

**Organization Name:** Town of Bolton  
**Contact Name:** Jim Rupert  
**Phone:** 860-649-8066  
**Service Date(s):** Current  
**Project(s):** Collection of MSW and single stream recycling using automated trucks.

**Organization Name:** Town of Coventry  
**Contact Name:** Bill Watkins  
**Phone:** 860-742-6588  
**Service Date(s):** Current  
**Project(s):** Collection of MSW and single stream recycling using automated trucks.

**Organization Name:** Town of East Windsor  
**Contact Name:** Len Norton  
**Phone:** 860-292-7073  
**Service Date(s):** Current  
**Project(s):** Collection of MSW and single stream recycling using automated trucks.

**Organization Name:** Town of Ellington  
**Contact Name:** Tom Modzelewski  
**Phone:** 860-870-3140  
**Service Date(s):** Current  
**Project(s):** Collection of MSW and single stream recycling using automated trucks.

**Organization Name:** Town of South Windsor  
**Contact Name:** Tony Manfre  
**Phone:** 860-644-2511  
**Service Date(s):** Current  
**Project(s):** Collection of MSW and single stream recycling using automated trucks.

All American Waste also serves over 18,000 private subscription residences in Litchfield & Fairfield counties with automated MSW & single stream recycling services.



**Attachment H**

**List of vehicles to be used in the performance of the service(s) proposed in  
Bid #2025-16 MSW Containers (Dumpsters)**

Type	GVW	Make	Model	Year
Roll Off	67,400	Kenworth	T880	2023
Roll Off	67,400	Kenworth	T880	2023
Roll Off	67,400	Kenworth	T880	2023
CNG Front End	67,400	Peterbilt	520	2019
CNG Front End	67,400	Peterbilt	520	2022
CNG Front End	67,400	Peterbilt	520	2022
CNG Front End	67,400	Peterbilt	520	2022
CNG Rear Load	55,100	Peterbilt	520	2019
CNG Rear Load	55,100	Peterbilt	520	2021

**REQUEST FOR BID**

NOTICE IS HEREBY GIVEN THAT SEALED BIDS ON THE FOLLOWING WILL BE RECEIVED AT THE  
DEPARTMENT OF FINANCE UNTIL: **12:PM, September 23, 2024**

**MSW CONTAINER (DUMPSTERS) SERVICES**

**SOLICITATION**

**RFP# 2025-16**

AT THE FOLLOWING TIME THEY WILL BE PUBLICLY OPENED AND READ  
THE CITY OF WEST HAVEN RESERVES THE RIGHT TO ACCEPT ANY OR ALL THE OPTIONS, BIDS OR  
PROPOSALS; TO WAIVE ANY TECHNICALITY IN A BID OR PART THEREOF SUBMITTED, AND TO  
ACCEPT THE BID DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF WEST HAVEN

**PLEASE NO PHONE CALLS**

QUESTIONS MUST BE EMAILED TO Kathy Chambers AT:

**[kchambers@westhaven-ct.gov](mailto:kchambers@westhaven-ct.gov)**

## **CITY OF WEST HAVEN GENERAL INFORMATION TO BIDDERS**

### **I. PROPOSAL:**

Proposals must be made on the blank forms provided and be enclosed in a sealed envelope. The envelope shall **contain 3 copies** and be addressed to the

**City of West Haven  
Attn: Kathy Chambers, Sr. Buyer, Procurement Analyst  
355 Main Street  
West Haven, CT. 06516**

**The name and address of the bidder should appear in the upper left-hand corner of the envelope and in the lower left corner should refer to Bid: 2025-16 MSW, Containers (Dumpsters).** Failure to have this information on the envelope or bid in an envelope will result in disqualification from bidding. Failure to enclose a Bid Surety with your proposal and failure to sign proposal sheet and fill out proposal sheet, vendor background or any form enclosed in the bid or acknowledgement of addendum will result in disqualification from bidding. Bidders are required to submit Three copies of their proposals.

Bidders are cautioned that it is the responsibility of each individual bidder to assure that his/her bid is in the possession of the responsible official (city of West Haven, Comptroller's Office) prior to the stated time and place of bid opening. Owner (city) is not responsible for bids delayed by MAIL or DELIVERY SERVICES of any nature.

### **II. BID SURETY:**

Bidders are required to furnish a Bid Surety with their bid in the amount of 5 % of their total bid for all bids over \$ 50,000 The Bid Surety may be in the form of Bid Surety written by a company authorized to write Bid Surety's in the State of Connecticut or a certified check payable to the Treasurer City of West Haven.

Successful Bidder (s) surety will be retained by the City until they have fulfilled their obligation with the City of West Haven. All unsuccessful bidders' sureties will be returned upon award of bid.

#### **A. PERFORMANCE, PAYMENT BONDS:**

CGS Sec. 49-41, all municipal construction projects exceeding \$ 100,000.00 dollars are required to provide a bond to insure the faithful execution of the contract according to its provisions, the contractor will be required to give, at his own expense, to the City of West Haven a 100% Performance & Payment Bonds for the full amount of the contract (s) awarded to him. Said Bonds are to be written by a company that writes bonds in the State of Connecticut. A certificate of insurance naming the City of West Haven as additional insurer (see attached insurance information) must accompany the Payment and Performance Bonds.

#### **B. LETTER OF CREDIT:**

If a letter is submitted the following information must be included: Irrevocable letter of credit, International Chamber of Commerce 1CC400, this letter of credit must extend 5 to 10 years after final acceptance of completion.

### **III. ACCEPTANCE OF CHARTER REQUIREMENTS:**

The submission of a bid proposal by a supplier, vendor or contractor for the whole or any part of these specifications shall constitute an acceptance by such persons  
Conditions as set forth in the Charter and Ordinances of the City of West Haven in relation to bid proposal, and the award of the contract.

#### **A. PREFERENCE FOR LOCAL VENDORS:**

An ordinance effective on 6/22/95 regarding "PREFERENCE FOR LOCAL VENDORS" If any Local Bidder whose quote is within 10% of the Low Bidder, the Local Bidder may accept the award of the low bid.

#### **B. TAX EXEMPT:**

The City of West Haven is exempt from payment of Federal and State Taxes including Transportation tax.

#### **C. TIME OF DELIVERY:**

Any materials or services contracted for under said bid shall be delivered at such times and to such places as may be ordered by the Comptroller's Office for the City of West Haven or an authorized representative (s); provided, however, that the contractor shall in no case, make deliveries exceeding in value the amount of the purchase orders issued for such deliveries.

#### **D. INTENT:**

Name of makes, models, brand names mentioned herewith are intended to be descriptive only and not restrictive. They are intended to indicate to the bidders the type of equipment desired. The City of West Haven reserves the right to select the materials or services best suited for its needs.

The bidder is to clearly state in his bid exactly what he intends to supply, and he is to furnish with his bid a cut or illustration or other descriptive matter which will clearly indicate what, he proposes to supply.

The City of West Haven reserves the right to accept or reject any or all the options, bids or proposals; to waive any technicality in a bid or part thereof submitted, and to accept the bid deemed to be in the best interest of the City of West Haven.

Bid forms that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected. In the event any bidder modifies, limits, or restricts all or any part of his bid form in a manner other than that expressly provided for in the bid documents; its bid form may be rejected.

### **IV. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:**

The supplier, vendor, contractor, and/or bidder agrees: To incorporate Equal Opportunity Employment as described by State and Federal Statute

- A).** He/she will not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin or ancestry. He/she will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, creed, national origin or ancestry. Such action shall include, but not be limited to the following:
- B).** Employment, upgrading, demotion or transfer, recruitment or recurrent advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. He/she further agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
- C).** The supplier, vendor, contractor and/or bidder will, in its solicitations for employees, agrees that all qualified applicants will receive consideration for employment without regard to race, color, sex, creed, national origin or ancestry.
- D).** The supplier, vendor, contractor and/or bidder agrees to cooperate fully with the City of West Haven and/or any of its agencies to insure that the purposes of the non-discrimination clause are being carried out.

**VENDOR CERTIFICATION AND AFFIDAVIT  
OF NO REAL OR PERSONAL PROPERTY TAXES OWED BY BIDDER FOR  
CONTRACT(S) TO  
THE CITY OF WEST HAVEN**

STATE OF Connecticut )

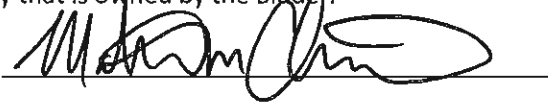
COUNTY OF New Haven ) SS:  
)

Personally appeared, Matthew Orsaia, as  
Sales Manager on behalf of All American Waste LLC  
(indicate position of office with bidder)

(hereinafter called the "Bidder") and, who, being duly

sworn, deposes and says:

1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8B (1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.



Duly Authorized

Subscribed and sworn to before me on this 23rd of September day of 2024



Notary Public/Commissioner of the Superior Court My Commission expires: 11/30/24  
Affix Seal here

NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE





RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE THEREUNDER.

**NOTICE TO LOCAL VENDORS**

**THE ORDINANCE IS "BID PREFERENCE FOR LOCAL VENDORS"**

\*NOT APPLICABLE

As of 5/22/95 an ordinance amending chapter 42 SECTION 42-8 RE: purchasing procedures was passed by the city council. SECTION 42-8B(2) was replaced by SEC. 42-8B (2). This ordinance will be in effect as of JUNE 22, 1995. The ordinance may be obtained by visiting the city website at [WWW.CITYOFWESTHAVEN.COM](http://WWW.CITYOFWESTHAVEN.COM)

Any vendor meeting the requirements of this ordinance must fill out and sign a local vendor form. Failure to fill out and sign this form will result in disqualification as a local vendor and the vendor will be ineligible to be awarded a contract with the City Of West Haven.

The vendor must have a bonafide address, P.O. Boxes will not be

Company \_\_\_\_\_

Company Address \_\_\_\_\_

\_\_\_\_\_

City	Stat	Zip
------	------	-----

Phone No \_\_\_\_\_ Fax No. \_\_\_\_\_

Years in Business \_\_\_\_\_

Type of Business \_\_\_\_\_

Years business located in West Haven \_\_\_\_\_

**AWARDED CITY OF WEST HAVEN CONTRACTS**

Has your ever been awarded a contract to do work for the City of West haven in the past? If

yes to the question above, please list.

2021-22 MSW Container Service

2018-29 MSW Container Collection Services

2015-13 MSW Container Collection Services

2012-23 Container Collection

09-17 Municipal Solid Waste Containers Board of Ed

09-18 Open Top Roll Off Containers

Has your company ever failed to complete a contract with the City Of West Haven?

Yes \_\_\_\_\_ No X

If yes to the question above , please explain.

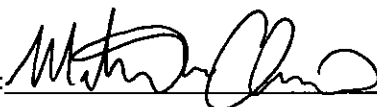
\_\_\_\_\_  
\_\_\_\_\_

Matthew Orsaia XXXXXXXX  
Sales Manager (Name)  
(Title)

OF All American Waste LLC  
(Company)

Certify that the above information is true and my company is located in the City /Town of  
555 Taylor Road, Enfield, CT 06082 above address.

Date: September 23, 2024

Signed: 

# **BID SPECIFIC INFORMATION**

## **LIST OF DEFINITIONS**

**Addenda** means a written or graphic document issued by the City before the proposals are opened that clarify, correct, or change the Proposal as that term is defined in the General Instructions to Contractors.

**Alternate Proposal** means a cost proposal offered by a contractor that may not result in a Contract for service.

**Apartment Building** means a residential housing complex containing more than four (4) dwelling units.

**Proposal** means a contractor's proposal as submitted on the Cost Proposal Form.

**Bulk Pickup** means a mandatory pickup of waste, in addition to normal weekly trash pickup during contractually specified periods.

**City** means the City of West Haven.

**Contractor** means the ones contracting with the City to collect, transport, and dispose of municipal solid waste.

**Housing Authority** means the West Haven Housing Authority.

**Municipal Solid Waste (MSW)** means: garbage, refuse, rubbish, oversized/bulky waste, and other disposed items, excluding white goods, dangerous waste, hazardous waste and recyclables. (See also Chapter 119 of the Ordinances of West Haven, which deals with refuse collection. Exhibit 1).

**Private Dwelling** means a private dwelling used as a home for one or more individuals.

**Residential** means: a private dwelling used as a home for one or more individuals.

**Recycling Materials** corrugated cardboard, newspaper, glass, aluminum and metal cans, and polyethylene terephthalate (PET) and high-density polyethylene (HDPE) bottles as well as other acceptable items

**Specifications:** means the technical specifications issued by the City as part of the City's proposal document for services under this Proposal and incorporated herein by this reference.

**Surety** means: the person approved by the City to provide a cash bond, performance bond, letter of credit, or other financial guarantee required under Sections 2.2.30 and 3.2.4 guaranteeing or providing the funds to guarantee performance of the Contractor's obligations under this proposal; the surety must be licensed to conduct business in the State of CT.

**Unacceptable Waste** means: (a) waste that may not be disposed at the disposal site designated by the City; (b) hazardous waste; (c) special waste; (d) and any other waste expressly excluded from acceptable waste; or (e) recyclables.

## SECTION 1 INTRODUCTION

This request for Proposals is being issued by the City of West Haven, Connecticut (The "City"). The City is soliciting bids from qualified private contractors (the "Contractor(s)") to provide municipal solid waste MSW Container (Dumpsters) Collection, services within the City limits of West Haven. For the purpose of this Proposal, is limited to MSW Container (Dumpster) Collection Services.

The City intends to enter into a contract with the selected Contractor for a period of two (2) years beginning on October 1, 2024, and terminating on September 30, 2026. The contract shall contain the option of a one (1) year extension commencing October 1, 2026, and terminating on September 30, 2027.

## SECTION 2 SPECIFICATIONS

### 2.1 INTRODUCTION

The City provides for all MSW Dumpster collection within the City boundaries and delivers this waste, or causes this waste to be delivered, to City designated disposal site(s). Generally, MSW Collection Services in the City are currently provided by a private contractor under the terms of an MSW Collection Contract that will expire on September 30, 2024. The primary purpose of this request for bid is the procurement of a private contractor(s) to fulfill the terms and conditions of a new MSW Collection Services Contract(s).

The City of West Haven is soliciting proposals MSW Containers (Dumpster) Collection services For the disposal of waste materials from municipal was MSW containers (dumpsters) located throughout various city properties. The selected contractor will be responsible for the regular collection, transport, and disposal of waste materials in compliance with all local, state, and federal regulations.

This includes providing appropriately sized dumpsters, ensuring timely and efficient pick-up schedules, and maintaining cleanliness around the containers and disposing of waste a licensed disposal facility.

Qualified firms will be required to supply all trucks and labor for this contract and will be required to dispose of all wastes located within the containers listed as an attachment to this RFP # 2025-16.

## **2.2 GENERAL PROVISIONS**

### **2.2.1 Supervision**

The work embraced in these specifications and subsequent Contract(s) shall be under the supervision of the Commissioner of Public Works for the City of West Haven, or a duly authorized representative.

### **2.2.2 Implementation of Schedule**

The term of the Contract(s) for the MSW Collection services will commence on October 1, 2024, and continue through September 30, 2026. Pricing for additional year will be considered an option. The Contractor(s) shall be willing and able to provide one hundred percent (100%) of the MSW collection Services set forth in this RFP by the commencement date of the Contract(s).

### **2.2.3 Contractor(s) to Make Examination**

The Contractor(s) shall make its own examination, investigation, and research regarding the proper method of doing the work – all conditions affecting the work to be done; the labor, equipment, and material; and the quantity of the work to be performed. The Contractor(s) agrees that it has satisfied itself by its own examination, investigation, and research regarding all conditions affecting the work, that its conclusion to enter into the Contract(s) is based on that examination, investigation, and research, and that it shall make no claim against the City because of any of the estimates, statements, or interpretations made by any officer or agent of the City that may prove to be in any respect erroneous.

The Contractor(s) assumes the risk of all conditions foreseen or unforeseen and agrees to continue the work without additional compensation under whatever circumstances that may develop other than as herein provided.

### **2.2.4 Collection Schedule**

The City shall provide the Contractor with maps precisely defining collection routes, together with the days on which the routes shall be processed and the time at which collection shall regularly commence. If the Contractor(s) wishes to change the route, day, or time of collection, except where provisions exist in the Contract(s) for holidays and other special occasions, it shall notify the City in writing sixty (60) days prior to the date of the intended change and the reasons therefore, but in no event shall the change be accomplished until permission therefore is given in writing by the City and notices have been sent to all affected customers thirty (30) days prior to change.

See Appendix A for list of locations and frequency. Collection shall be made between the hours of five o'clock (5:00) am and four o'clock (4:00) pm, Monday through Friday.

When a legal holiday falls during the week, and the Contractor(s) does not work on such holiday, Saturday collections will be permitted.

The City reserves the right to change the collection time upon two weeks' written notice to the Contractor(s).

#### **2.2.5 Holidays**

The Contractor(s) shall designate which holidays will be observed and indicate the schedule that will be worked if the holiday falls on a regular collection day. The Contractor(s) shall provide, at within two weeks of commencement of collection of MSW, an annual calendar showing the holiday collection schedule that will be used. Any change in the collection schedule due to holidays must be published by the Contractor(s), at least two weeks in advance of the change, in a newspaper with general circulation within the corporate limits of the City.

#### **2.2.6 Missed Collections**

Provisions shall be made by the Contractor(s) to provide special collections when MSW has not been collected during a regularly scheduled trip. Special pickups for missed collections shall be made by the Contractor(s) when ordered by the City at no cost to the City or the occupant. If the Contractor(s) fails to provide a special pickup within twenty-four (24) hours of notification by the City of missed collections, the City may cause the work to be done by contract or City forces. The sum of \$25.00, or actual costs if greater, for each such pickup shall be billed to the Contractor(s) or, alternatively, the City may deduct the cost from the payment due the Contractor(s).

#### **2.2.7 Collection Equipment**

In collecting under the Contract(s), the Contractor(s) shall use all metal, watertight, and "packer" type bodies that are designed and manufactured for the collection of MSW and are capable of servicing detachable containers. All vehicles, facilities, equipment, and property to be used in the performance of the Contract(s) shall be wholly owned by the Contractor(s); provided, leasing or rental agreements may be allowed where approved by the City in writing prior to execution of the Contract(s), and conditional sale contracts, mortgages, or other contractual arrangements for financing the purchase of the vehicles, facilities, equipment, and property may be allowed where approved by the City in writing prior to execution of the Contract(s).

All vehicles shall be subject to periodic and unscheduled inspections by the City.

#### **2.2.8 Signage and Painting of Vehicles**

Collection vehicles shall have the Contractor(s)'s name, telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. In addition, all Contractor(s) collection vehicles shall have a sign that reads "**Contractor for the City of West Haven**" in letters at least three (3) inches high on each side of each vehicle. No advertising shall be permitted other than the name of the Contractor.

#### **2.2.9 Cleaning Facilities**

The Contractor(s) shall provide adequate cleaning facilities, approved as to type and location by the City, if location is within the City limits. Cleaning facilities shall meet all applicable federal, state, and local governmental codes. These facilities shall be used for all washing and steam cleaning of equipment and shall be kept in a clean and sanitary condition. The location of cleaning facilities may be limited due to environmental restrictions, including aquifer protection. All vehicles shall be kept in a clean and sanitary condition, and all collection vehicles shall be steam cleaned, inside and out, at least once each week.

#### **2.2.10 Customer Cleanup and Unacceptable Waste**

The Contractor(s) shall notify the City, in writing, of any cases of on-going excessive filling or spillage of MSW by an occupant. The Contractor(s) shall not be required to collect Unacceptable Waste under this Contract(s), but shall notify the Department of Public Works by Fax and/or E-mail daily and report the location of such unacceptable Waste.

#### **2.2.11 Parking of Vehicles**

Within the City limits, the Contractor(s) shall not use property in or adjacent to that zoned as residential nor adjacent to the various sites for the parking, standing, washing, cleaning, repairing, or storing of its vehicles or equipment without prior written approval of the City. Property shall be properly zoned, screened, fenced, and have sufficient access and egress.

Areas within City limits used by the Contractor(s) for the parking, standing, washing, cleaning, repairing, or storing of these vehicles shall be kept in a clean, orderly, and safe condition. These areas will be subject to periodic, unscheduled inspections by the City.

#### **2.2.12 Company Name**

The Contractor(s) shall not use a firm name containing the words "West Haven," "City", or any words implying municipal ownership.

If the name to be used by the Contractor(s) differs from the name submitted on the Proposal, the name shall be subject to the prior written approval of the City.



### **2.2.13 Permits, Licenses, and Certificates**

The Contractor(s) shall take out and pay for any permits, licenses and certificates that may be required by the City of any other governmental authority.

### **2.2.14 Safeguarding Public Property**

The Contractor(s) shall protect all public and private property, whether occupying street or public or private property. If property is damaged by reason of the Contractor(s)'s operations, the Contractor(s) shall promptly repair or replace the damaged property. Failing to do so promptly, the City shall cause repairs or replacements to be made, and the cost of doing so shall be billed to the Contractor(s) or, alternately, deducted from the payment due the Contractor(s). The City shall not be liable for any damage to property or person caused by the Contractor(s).

### **2.2.15 Junk or Salvage**

All junk or salvage of any kind or nature collected by the Contractor(s), excluding \_\_\_\_\_ materials collected from the MSW Collection Services, shall become the Contractor(s)'s property, and the Contractor(s) agrees to make proper provision for the disposition of any such junk or salvage.

### **2.2.16 Contractor(s)'s Office**

The Contractor(s) shall maintain an office in a location approved by the City, provided with telephones and such attendants as may be necessary to take care of customer requests for service, complaints, orders for special services, or instructions from the City. The Contractor(s) shall obtain a telephone number with a West Haven exchange. During the initial three-month service start-up, the Contractor(s) shall provide telephone attendants sufficient to handle the anticipated high levels of customer service inquiries. Telephone attendants shall be on duty and the office shall be in operation between the hours of 8:00AM and 5:00PM, Monday through Friday. The Contractor(s) shall provide a telephone response machine with a recording setting for the days and hours of operation and basic service information, which shall be in operation when the telephones are not attended.

### **2.2.17 Employees to be Courteous**

The Contractor(s) shall require all employees to be courteous at all times, not to use loud or profane language, and to do their work as quietly as possible.

### **2.2.18 Employees to Use Walks**

Employees of the Contractor(s), in the collection of MSW, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty containers.

They shall replace all MSW containers and covers to the same spot where they were left for collection and close all gates opened by them. Under no circumstances shall any container or cover be placed on or in front of any driveway.

All employees of the Contractor(s) shall wear clean apparel.

#### **2.2.19 Employees Not to Trespass**

Employees of the Contractor(s) shall not trespass or loiter, cross property to adjoining premises, or meddle with property that does not concern them.

#### **2.2.20 Local Improvements**

The Department of Public Works reserves the right to construct any improvement or to permit any such construction in any street or alley in such a manner as the authorities may direct, which may have the effect of preventing the Contractor(s) from traveling the accustomed route or routes for collection. The Contractor(s) shall however, by whatever method elected, continue to collect the MSW to the same extent as though no interference existed on the streets or alleys formerly traversed. This shall be done without extra cost to the City.

#### **2.2.21 Loading**

Extra care shall be taken in the loading and transportation of MSW so that none of the materials to be collected are left either on private property or on the streets or alleys. Any MSW left on private property, or alleys by the Contractor(s) shall be cleaned up within twenty-four (24) hours of notice from the City or the customer.

The Contractor(s) shall be responsible for the cleaning of all debris spilled or tracked on any street, alley, or public place by any of its equipment. If the Contractor(s) fails to clean the same within two (2) hours after notice is given by the City, the City may cause such street, alley, or public place to be cleaned and charge the costs to the Contractor(s). Alternatively, the City may deduct such costs from the payment due the Contractor(s).

#### **2.2.22 Illegal Weights**

The Contractor(s) shall not be required to haul detachable containers or drop boxes that are filled to a weight that exceeds the legal weight limits for the trucks provided by the Contractor(s). The Contractor(s) shall notify the Department of Public Works in such events.

### **2.2.23 Personnel**

All personnel of the Contractor(s) shall be competent and skilled in the performance of the work to which they are assigned. Failure or delay in the performance of the Contract(s) due to the Contractor(s)'s inability to obtain personnel of the number and skill required shall constitute a default of the Contract(s).

Whenever the Contractor(s) designated representative is not present, orders may be given by the Director of Public Works, or designee, to the Contractor(s)'s superintendent or supervisor, who may have immediate charge thereof.

### **2.2.24 Contractor(s) to Maintain Accurate Records**

#### **2012-23 Container Collection**

The Contractor(s) shall keep at all times, accurate and complete records, data, and accounts in writing including route books indicating the collections from residential dwellings, and to allow the City, or its duly authorized representative, reasonable and adequate access to any and all of said records, data, and accounts. The Contractor(s) shall furnish the City, on its request, accurate copies or duplicates of all records, data and accounts, without charge. The City reserves the right to stipulate the types of information to be included in records to comply with reporting requirements.

### **2.2.25 Payment to Contractor(s)**

The City shall pay the Contractor(s) no later than 30 days after receiving and invoice for MSW Collection Services rendered within the previous month. All billing information shall be provided by the Contractor(s) in a format to be specified by the City and delivered by the Contractor(s) to the Public Works Department with the Contractor(s) invoice.

### **2.2.26 Term**

The term of the Contract shall be for a period of two (2) years, beginning on October 1, 2024, and terminating on September 30, 2026, with additional option year beginning on October 1, 2026, and terminating on September 30, 2027.

### **2.2.27 Non-Discrimination**

No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this Contract(s) on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental, or physical handicap. Any violation of this provision of the Contract(s) will be grounds for cancellation, termination, or suspension, in whole or in part, of the Contract(s) by the City and may result in ineligibility for further City contracts. The Contractor(s) shall, at all times in the proposal and contract

process, comply with all applicable City, state, and federal antidiscrimination laws, rules, regulations, and requirements thereof.

#### **2.2.28 Insurance**

The Contractor(s) shall procure insurance with the city named as an additional insured, coverage against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor(s), his agents, representatives, employees, or subcontractors. The insurance coverage shall remain in full force for the duration of the Contract(s) term, including any and all extensions. The cost of such insurance shall be paid for by the Contractor(s).

For the purpose of this clause, the term "Contractor(s)" shall also include its respective agents, representatives, employees, or subcontractors and the term "City of West Haven" shall include its respective officers, agents, officials, employees, volunteers, boards, and commissions.

The minimum scope and limits of insurance are set forth in Attachment C. Evidence of insurance must be submitted with the Contractor(s)'s Proposal.

#### **2.2.29 Indemnification**

The Contractor(s) shall further indemnify and hold the City harmless from and against any and all loss, damage, actions, claims, suits, judgments, and liability in connection with loss of life, personal injury, and/or damage to property arising from or out of any occurrence, conduct, or operation of or by the Contractor(s), including claims by Contractor(s) employees, even though Contractor(s) might otherwise have immunity from said claims under workman's compensation laws of the State of Connecticut. The Contractor(s) shall pay all costs, expenses, and reasonable attorneys' fees that may be incurred or paid by the City in enforcing any and all terms and covenants of the Contractor(s) or of any actions caused by the Contractor(s) or any of its employees or agents. A signed copy of Attachment D must be submitted with the Contractor(s)'s Proposal.

#### **2.2.30 Performance Bond**

Before the Contract(s) between the selected Contractor(s) and the City shall be valid or binding against the City, the Contractor(s) shall furnish to the City a proper performance bond to be approved by the City, conditioned that the Contractor(s) shall faithfully perform all the provisions and terms of the Contract(s) and related documents and pay all laborers, mechanics, subcontractors, and all persons who shall supply the Contractor(s) with provisions and supplies for the carrying out of the MSW Collection Services. The performance bond shall be signed by the Contractor(s) with a surety company authorized to do business in the State of Connecticut. The performance bond shall, at all times be kept in full force and effect during the term of the Contract(s) and any renewal and extension thereof, and shall be in the amount equal to one-third (1/3), or 33.3 percent, of

the total proposal over the life of the Contract(s) (October 1, 2024, to September 30, 2027). Lapse of the bond shall be a basis for immediate cancellation or termination of the Contract(s) at the City's sole discretion.

**2.2.31 Liquidated Damages and Civil Penalties as to Certain Types of Breach of MSW Collection Services**

Since a breach of the MSW Collections System provided by the Contract(s) would cause serious and substantial damage to the City and its occupants, and the nature of the Contract(s) would render it impractical or extremely difficult to fix the actual damage sustained by a breach, the City may elect to collect liquidated damages for each breach listed on page 10, and the Contractor(s) shall pay to the City as liquidated damages, and not as a penalty, the amounts set forth on page 10, such sums being agreed to as the amount that the City shall be damaged by a breach of such MSW Collection Services. An election to collect liquidated damages shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of MSW Collection Services under the Contract(s)

<b>Breach of MSW Collection Services</b>	<b>Liquidated Damage a Civil Penalties Amount</b>
A Truck beginning residential collection prior To 5:00 AM or after 6:00PM.	<b>\$100.00 Per Occurrence</b>
Failure to collect misses within 24 hours of notification to Contractor(s). If more than 10 complaints per truck per day, contractor(s) shall be subject to an additional civil penalty of up to \$1,000 /day.	<b>\$25.00 each</b> not to exceed 10 complaints per truck per day.
Repetition of complaints on route after notification including, but not limited to replacing cans or detachable containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations. additional civil penalty of up to \$1,000 per day.	<b>\$25.00 each</b> not to exceed 10 complaints per truck a day. more than 10 complaints per truck per day, Contractor(s) shall be subject to an

Hazardous condition: any refuse container or lid placed on or in front of a driveway.

**\$25.00 each** not to exceed 10 complaints per truck per day.

If more than 10 complaints per truck per day, contractor(s) shall be subject to an additional civil penalty of up to \$1,000 per day.

For multiple or continuous violations not falling within the previous sections, the City may assess a civil penalty of up to \$5000 per day or per individual incident. Any amount over \$500 may be appealed by the Contractor(s) to the Director of Public Works, whose decision on the matter will be final and conclusive.

Liquidated damages may be deducted by the City from the monthly payment made to the Contractor(s).

### **2.2.32 Disagreements**

To resolve all disputes and/or litigation, it is understood that all questions arising as to the proper performance and the amount of MSW Collection Services to be paid for under the Contract(s) shall be resolved by the Director of Public Works. Any other disputes between the parties shall be resolved by arbitration under the rules of the American Arbitration Association.

### **2.2.33 Non-Assignability of Contract(s)**

The Contract(s), or any interest therein or part thereof, shall not be assigned or transferred whether by operation of law or otherwise, nor shall any part thereof be subcontracted, without the prior written consent of the City.

### **2.2.34 Cancellation of the Contract(s)**

The City reserves the right to cancel or terminate the Contract(s) at any time in case the Contractor(s) fails or neglects to perform or adhere to any provisions, terms, or regulations of the Contract(s) or fails to deliver any of the conditions or covenants contained in the Contract(s).

## **2.3 SPECIAL PROVISIONS FOR MSW COLLECTION SERVICES**

### **2.3.1 Special Collection at Condominiums**

Special pick-up service of bulky waste items shall be provided by the Contractor(s), as requested by the City, to occupants of condominium complexes and Housing Authority properties.

### **2.3.2 Method of Disposal**

The Contractor(s) shall deliver MSW collected under the Contract(s) to the disposal site or sites as designated by the City. For the purposes of this RFP, Contractors shall assume that all MSW collected will be transported to the Bridgeport Resource Recovery Facility (the "Bridgeport Facility") located in Bridgeport, CT. The scheduled delivery days and hours at the Bridgeport Facility are 1:00AM to 4:30PM, Monday through Friday, and 1:00AM to 1:30PM on Saturday, exclusive of any customary holiday recognized in the State of CT. The Contractor(s) shall adhere to all designated disposal site or a site mutually agreed upon prior to initial award.

**If a closer disposal site becomes available to the City of West Haven, this contract will be re-negotiated to the satisfaction of all parties concerned. If no satisfaction can be met and agreeable to all parties, then said contract may be terminated and sent back out to proposal.**-----

## **2.4 MATERIAL IDENTIFICATION**

Due to the same day collection of several types of materials to be set out in several types of containers, it is possible that the Contractor(s)'s drivers will be unable to distinguish between the types of materials. Therefore, the City will work with the Contractor(s) in establishing a system for residential customers to use to clearly distinguish materials.

### **2.4.1 Materials Other**

Bulky waste, as well as all MSW not packaged or contained properly, will not be expected to be picked up. This, however, does not justify or allow completely bypassing a particular stop. Those pieces that are packaged or contained properly are expected to be removed. **MSW or bulky waste that is spilled due to sloppy handling or negligence is expected to be picked up by the contractor(s).**

## **SECTION 3**

### **GENERAL INSTRUCTIONS TO CONTRACTORS**

#### **3.1 INTRODUCTION**

This section is intended to serve as a guide for preparing and submitting the Proposals. The required forms are included as attachments to this Proposal. In all cases, the City reserves the right to reject any Proposal that does not comply with these instructions.

All contacts relative to this solicitation, as well as all questions concerning these instructions or the Proposal, shall be made in writing and sent to:

City of West Haven Kathy Chambers  
Sr. Buyer, Procurement Analyst  
355 Main Street  
West Haven, Connecticut 06516

#### **3.2 GENERAL PROVISIONS**

##### **3.2.1 Expenses of Proposal Preparation**

All responses to this Proposal shall be prepared at the cost and expense of the Contractor(s) making the response to the Proposal, with the express understanding that there shall be no claims whatsoever for reimbursement of any Contractor(s) from the City for the cost or expense of such preparation for any reason, including the cancellation of the Proposal.

##### **3.2.2 Rejection of Responses**

The City reserves and holds at its discretion the following rights and opinions:

1. To reject any or all Proposals.
2. To issue subsequent requests for new proposals and/or additional information.
3. To waive any or all formalities in the Proposal.
4. To request that further information be presented by the Contractor(s) in order to aid in the complete evaluation of the Proposals by the City.
5. To select a Contractor(s) at its sole discretion. The City's decision shall be final.



### **3.2.3 Return of Proposals**

Proposals will not be returned and may be retained by the City for official record purposes.

### **3.2.4 Notification of Results**

All Contractors who submit a response to this Proposal shall be notified in writing of the results.

### **3.2.5 Receipt of Addenda**

The Contractor(s) shall acknowledge receipt of such addendum by signing in the space provided on the issued addendum and by submitting all addenda with their Proposals. It is understood that it is the contractor's responsibility to secure any addenda that may be issued by the City.

### **3.2.6 Clarifications**

All Contractors are notified to examine thoroughly the instruction and specifications. If there is any doubt or uncertainty as to the meaning of the same, Contractors may ask for any explanation or clarification by email before submitting their Proposals.

## **3.3 ORGANIZATION OF PROPOSALS**

### **3.3.1 Proposal Forms**

The Contractor(s) must use the attached Proposal Forms (Attachments A through F) in submitting a Proposal.

#### **3.3.1.1 Proposal Letter**

The Proposal Letter, in the form of Attachment A, must be submitted on the Contractor(s)'s letterhead.

#### **3.3.1.2 Qualification Analysis**

Each proposal must contain the information sought for in the Qualification Analysis indicated on Attachment B. Contractors may provide the information requested on their own letterhead, as long as all questions are addressed.

#### **3.3.1.3 Insurance Requirements**

The Contractor(s) must indicate their capability of meeting and willingness to provide the City's insurance requirement stated in Attachment C.

#### **3.3.1.4 Indemnification**

The Contractor(s) must indicate willingness to accept the indemnification provisions stated in Attachment C.

#### **3.3.1.5 Proposal Cost**

The proposal cost shall be submitted in accordance with the proposal information requested in Attachment E#. Refer to Appendix A for additional information.

#### **3.3.1.6 Exceptions to the Proposal Specifications**

The Contractor(s) shall indicate all exceptions taken to the specifications in this Proposal on Attachment F.

---

### **3.4 EVALUATION AND SELECTION CONSIDERATIONS**

#### **3.4.1 Basis of Award**

The City intends to award the Contract(s) to the lowest responsible proposer. In determining the lowest responsible proposer, in addition to price, the City shall consider the following factors:

(1) the ability, capacity, and skill of the Contractor(s) to perform the Contract(s) or provide the MSW Container Collection Services required; (2) whether the Contractor(s) can perform the Contract(s) or provide the MSW Collection Services promptly or within the time specified without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Contractor(s); (4) the quality of performance of previous contracts or services; (5) the previous and existing compliance by the Contractor(s) with laws and ordinances relating to the Contract(s) or the MSW Collection Services; (6) the sufficiency of the financial resources and ability of the Contractor(s) to perform the Contract(s) or provide the MSW Collection Services; the quality, availability, and adaptability of the services to the particular use required; (8) the ability of the Contractor(s) to provide future additional services of a like nature, if requested to do so; and (9) the number and scope of exceptions attached to the proposal.

#### **3.5 CHANGE IN SCOPE OF WORK**

Additions, deletions, or otherwise changes in the Scope of Work for MSW Collection Services shall be subject to the discretion of the City. Changes in the Scope of Work will be negotiated with the selected Contractor(s).

#### **3.6 LOCAL PROPOSALDERS PREFERENCE**

Under City of West Haven ordinance, City-based businesses are entitled to a proposal preference. Local proposer wishing to receive consideration under such ordinance are required to complete the attached Local Proposer Affidavit and return it with their proposal submission. A Copy of the City's proposal preference ordinance is attached for your review, see Exhibit 2.

- **Proposal Submission Deadline:** September 23, 2024, by 12:00 PM.
- **Submission Details:** Submit one original and two copies in a sealed envelope marked “**RFP #2025-16 MSW (Dumpsters)**” to Kathy Chambers, Senior Buyer, Procurement Analyst, City of West Haven, Purchasing Department, 355 Main Street, 3rd Floor, West Haven, CT 06516.

All Respondents must have an active Connecticut business license at the time of submission and throughout the contract period. The City reserves the right to reject any and all proposals, waive irregularities, and accept proposals that are in the City's best interest.

This RFQ does not obligate the City to accept any proposal, award a contract, or pay costs incurred in the preparation or submission of proposals. The City is committed to non-discrimination in all its programs and activities. Please see the City of West Haven website for additional information. <https://www.cityofwesthaven.com>

## ATTACHMENT A

### CITY OF WEST HAVEN, CONNECTICUT PROPOSAL LETTER

Ms. Kathy Chambers  
Sr Buyer, Procurement Analyst City  
of West Haven  
355 Main Street  
West Haven, Connecticut 06516

Dear Ms. Chambers:

We have read the Request for proposals and fully understand its intent and content. And fully understand its intent and content. We certify that we have adequate experience and personnel to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City of West Haven.

We propose to proposal on the following services:

-MSW Container Dumpster Collection Services

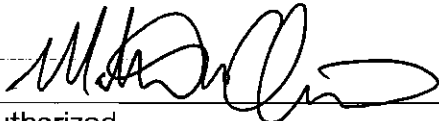
We have completed the Qualifications Analysis (Attachment B), Insurance Requirements (Attachment C), Indemnification (Attachment D), Proposal Cost (Attachment E), and Exceptions to Specifications (Attachment F). We have enclosed a Proposal Surety in the amount equal to 5 percent of the first-year price of our proposal. By submitting this proposal, we are willing to accept the proposed business arrangements, without exception.

It is further understood that all information included in, attached to, or required by this proposal shall be public record upon delivery to the City.

Respectfully submitted,

All American Waste LLC

Firm



Authorized

September 23, 2024

Dat

**ATTACHMENT**

**CITY OF WEST HAVEN**

1. Name and principal address of firm and all relevant phone numbers. Please include the names of all principal officers of the firm.

Murphy Road Holdings, Inc. d/b/a All American Waste LLC, 555 Taylor Road, Enfield, CT 06082

Frank Antonacci, Managing Member

Gerald Antonacc, Member

Russell Lallier, Member

Bill Lallier, Member

1. Principal Contact Persons:

Joseph Engravalle, Major Accounts Manager 203.410.1305 jengravale@allamericanwaste.com

---

Michael Ferro III, Regional Manager 203.223.8181 mferro@allamericanwaste.com

---

Matthew Orsaia Sales Manager 860.951.4912 morsaia@allamericanwaste.com

---

Richard Wylie, Operations Manager 203.627.2670 rwylie@allamericanwaste.com

---

2. Indicate the number of years that your firm has been in the MSW Collection business.

Twenty-four (24) years

---

3. Provide the City with the following information as of August 29, 2021:
- Total number of customers presently being provided MSW Container Collections Services in Connecticut: in excess of 51,000
  - Total number of employees company wide and in Connecticut: 286
  - Total number of MSW Container Collection trucks in Connecticut: 100
  - Total number of containers presently in service in Connecticut: in excess of 107,000
  - Address of your firm's headquarters and the address from which your firm will be rendering services (i.e., location where vehicles will be garaged, etc.).

Corporate Office: 555 Taylor Road, Enfield, CT 06082

---

Operations Office: 19 Wheeler Street, New Haven, CT 06512

---

- List of type, capacity, make, model, year, and mileage of each truck that you will use in the performance of the service(s) proposed.

See attached (Attachment H)

---

4. Provide a list of at least (5) current customers for whom your firm is providing MSW Collection service. Please supply the City with the names, addresses, and phone numbers of representatives of each customer who we may contact.

See attached (Attachment G)

---

---

---

---

---

5. Describe, in sufficient detail, the nature of all pertinent litigation during the past ten (10) years to which the Contractor(s), its Predecessor Corporation, and key personnel have been exposed, both as plaintiff and defendant, relating to contractual obligations and work performed.

N/A - none

---

---

---

---

---

---

---

---

---

---

6. Describe the nature of any labor disputes that the Contractor(s) has been involved in with respect to its contractual obligations during the last (5) years.

N/A - none

---

---

---

---

---

---

---

---

7. Identify any relationships between any members of the contractor(s) team to any officials.

N/A - none

---

8. Identify any business dealings with the above- identified City Officials. Also identify the names of any known City officials who have more than 5 percent interest in the company as shareholders or any officials who have any business relationship/interest/dealings with the contractors(s). Provide a certified statement as to such information.

N/A - none

---

---

9. Provide information on any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years, including comparable information for related firms and principals to firms. Any pending lawsuits that may affect the firm's ability to carry out this contract (s) must also be disclosed.

Recent Acquisitions: Patriot Waste Systems

---

---

---

---

## **ATTACHMENT C**

### **CITY OF WEST HAVEN, CONNECTICUT INSURANCE REQUIREMENTS**

#### **1. MINIMUM SCOPE AND LIMITS OF INSURANCE**

It is agreed that the scope and limits of insurance coverage specified in this attachment are minimum requirements and shall, in no way, limit or exclude the City from additional limits and coverage provided under the Contractor(s) policies.

##### **a. Broad Form Comprehensive General Liability**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products/completed operations.

##### **b. Automobile Liability**

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

##### **c. Umbrella Liability**

\$5,000,000 limit per occurrence.

##### **d. Worker & Compensation**



Limits as required by the Labor Code of the State of Connecticut.

**e. Employer's Liability**

Limits of \$500,000 each accident; \$500,000 disease/policy limit; \$500,000 disease/each employee.

**f. Personal Property Coverage**

Adequate insurance to cover the value of personal property belonging to the Contractor(s) located on City property while in use or in storage for the duration of the Contract(s).

**2. SUBCONTRACTORS**

The Contractor(s) shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**3. CLAIMS-MADE FORM**

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract(s). The certificate of insurance shall state the retroactive date, and that the coverage is claims-made. The Contractor(s) shall maintain coverage for the duration of the Contract(s) and for the two (2) years following the completion of the Contract(s). Evidence of such coverage shall be provided to the City sixty (60) days prior to each expiration.

It is also agreed that either the Contractor(s) or the City may invoke the tail option on behalf of the party and that any Extended Reporting Period premium shall be paid by the Contractor(s).

**4. AGGREGATE LIMITS**

Any aggregate limits must be declared to and approved by the City of West Haven. At the option of the City, the insurer shall increase or eliminate the aggregate limit. It is agreed that the Contractor(s) shall notify the City of any erosion of aggregate limits during the Contract(s) term sixty (60) days in advance of cancellation and/or removal.

**5. DEDUCTIBLE AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention must be declared to and approved by the City of West Haven. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the City of West Haven; or the

Contractor(s) shall procure a bond guaranteeing payment of the losses and related investigations, claims administration, and defense expenses. All deductibles or self-insured retention are the sole responsibility of the Contractor(s) to pay and/or indemnify.

#### **6. NOTICE OF CANCELLATION OR NON-RENEWAL**

Each insurance policy required by this attachment shall be endorsed to state the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after sixty (60) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of West Haven.

#### **7. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **a. Liability (General, Automobile, Umbrella, Professional) Coverage**

- 1) The City of West Haven and its respective officers, agents, officials, employees, volunteers, Boards, and Commissions are to be named as additional insureds as respect to liability arising out of activities performed by or on behalf of the Contractor(s); products and completed operations of the Contractor(s); premises owned, leased, or used by the Contractor(s). The coverage shall contain no special limitations on the scope of protection afforded to the City of West Haven.
- 2) The Contractor(s)'s insurance coverage shall be primary insurance as respects to the City of West Haven. Any insurance or self-insurance maintained by the City of West Haven shall be excess of the Contractor(s)'s insurance and shall not contribute with it.
- 3) Any failures to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Haven.
- 4) Coverage shall state the Contractor(s)'s insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

##### **a. Workers' Compensation and Employer's Liability Coverage**

1. The insurer shall agree to waive rights and subrogation against the City of West Haven for losses arising from the work performed by the Contractor(s) for the City.
2. If State statute does not require the Contractor(s) to obtain Workers Compensation insurance, then the Contractor(s) shall furnish the City with adequate proof of the self-employment status. The Contractor(s)

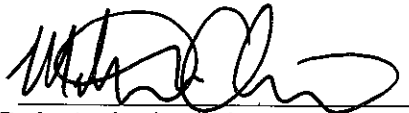
shall agree to waive all rights of claims against the City from the losses arising from the work performed by the Contractor(s). In the event that, during the Contract(s); the self-employment status should change, the Contractor(s) shall immediately furnish proper notice to the City and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the Contractor(s) as required by this attachment.

**8. ACCEPTABILITY OF INSURERS**

- a. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.
- b. Insurance companies must either be licensed to do business in the State of Connecticut, or otherwise be deemed acceptable by the City's Risk Manager.

**9. VERIFICATION OF COVERAGE**

The Contractor(s) is capable of meeting and is willing to provide the insurance requirements as stated above.



Duly Authorized Signature

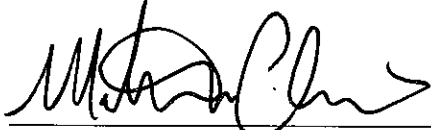
Matthew Orsaia, Sales Manager

**ATTACHMENT D**

**CITY OF WEST HAVEN, CONNECTICUT INDEMNIFICATION**

The Contractor(s) shall defend, indemnify, and hold harmless the City, its Boards and Commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), liabilities, or judgments of any name or nature for injuries or alleged injuries to person (including death) or to property, or financial losses, sustained or alleged to have been sustained by any person of concern, including officers, agents, servants, employees, and subcontractors of the City in the performance of this Contract(s). This indemnity shall not be affected by other portions of this Contract(s) relating to insurance requirements.

The Contractor(s) is willing to accept this proposed indemnification provision.



Matthew Orsaia, Sales Manager

Duly Authorized Signature

Da September 23, 2024

**ATTACHMENT E**

**CITY OF WEST HAVEN, CONNECTICUT PROPOSAL COST**

The Undersigned hereby certifies as follows:

That Murphy Road Holings, Inc.  
d/b/a All American Waste LLC have personally and carefully examined the specifications and instructions for the work to be done in the City of West Haven under this proposal or as it is amended from time to time.

That Murphy Road Holings, Inc.  
d/b/a All American Waste LLC have made examination of services required under this proposal, and fully understand the character of the work to be done.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, containers, vehicles, plant, equipment, facilities, and disposal costs, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the said specifications and the foregoing instructions, at the following price stated below:

**Residential Collection Service**

1. Total Service Cost for one pickup per week collection at all residential dwellings of one to four family units, at the curbside and the four (4) condominium complexes\* with door-to-door service, and transportation of collected MSW to the Bridgeport Resource Recovery Facility or a mutually agreed upon facility.

**First Year**

1<sup>st</sup> Year MSW Container (Dumpsters)                    § See attached Appendix A AAW for pricing

**Second Year**

2<sup>nd</sup> Year MSW Container (Dumpsters)                    § See attached Appendix A AAW for pricing

**Third Year Option**

3<sup>rd</sup> Year MSW Container (Dumpsters)                    § See attached Appendix A AAW for pricing

## ATTACHMENT F

Attachment E - references to Residential Collection Service

Appendix A - Container List - To ensure consistent service, All American Waste LLC will continue to perform pick-ups based on existing container service levels & locations as previously set forth by the City & BOE

---

---

---

---

**CITY OF WEST HAVEN, CONNECTICUT EXCEPTIONS TO  
SPECIFICATIONS**

**APPENDIX A  
MSW CONTAINER LIST: BOARD OF EDUCATION**

For bid purposes, the quantity of containers, the size of each container and the number of pickups required for each container, during the contract period, are identified below. The actual number of containers, their sizes and the frequency of pick-ups may vary as our needs change. The successful Contractor, however, will be compensated for any additional containers and/or pickups required, at the costs quoted in this bid.

All pick-up requirements for the Board of Education (B.O.E.) locations are based on the school calendar year (September 1st - June 30th), except school holidays and vacation periods. A copy of the 2021-22 is available as a separate file attachment.

**PLEASE NOTE: ALL CONTAINERS IN BOLD (LT) ARE REQUIRED TO PROVIDE THE CITY WITH THE ABILITY TO LOCK DURING NON-BUSINESS HOURS**

COMPLEX	LOCATION	NO. OF CONTAINERS	FREQUENCY OF PICKUPS
<b>2 CUBIC YARD CONTAINERS</b>			
West Haven High School (front load)	B.O.E. 1 Circle Street	1	2 per week (T & F)
<b>6 CUBIC YARD CONTAINERS</b>			
Bailey Middle School (front load)	B.O.E. 106 Morgan Lane	1	4 per week (M,T,R,F)
Bennett Ice Rink	B.O.E. 1 Circle Lane	1	3 per week (T,R,F)*
Pagels (front loader)	B.O.E. 26 Benham Hill Road	1	3 per week (T,R,F)
Carngan (front load)	B.O.E. 2 Tellow Street	1	4 per week (M,T,R,F)
Mackville School (front load)	B.O.E. 806 Jones Hill Road	1	3 per week (T,R,F)
Seth Haley School (front load)	B.O.E. 146 South Street	1	4 per week (M,T,R,F)
West Haven High School (front load)	B.O.E. 1 Circle Street	2	5 per week (M,T,W,R,F)
<b>8 CUBIC YARD CONTAINERS</b>			
Bailey Middle School (slant loader)	B.O.E. 106 Morgan Lane	1	5 per week (M,T,W,R,F)
Carngan (front load)	B.O.E. 2 Tellow Street	1	4 per week (T,W,R,F)
Forest School	B.O.E. 95 Burwell Road	1	4 per week (M,T,R,F)
Ken Strong Athletic Complex (front load)	B.O.E. 1 Circle Street	1	3 per week (T,R,F)**
Molloy School (open side/top)	B.O.E. 255 Meloy Road	1	3 per week (T,R,F)
Savin Rock School	B.O.E. 50 Park Street	1	4 per week (T,W,R,F)
Washington School (front load)	B.O.E. 369 Washington Ave.	1	3 per week (T,R,F)

\*Bennett Ice Rink pickups August 1st through March 31st only  
\*\*Ken Strong Athletic Complex three (3) PICKUPS Sept. 1st-Dec. 31st. Once (1) per week Jan. 1st-Aug. 31st.

**APPENDIX A  
MSW CONTAINER PRICE LIST: BOARD OF EDUCATION**

Note: Use this sheet to list your proposed costs for BOARD OF EDUCATION containers only. Submit pricing for City, Condominium and Housing Authority locations on appropriate price sheet.

Container Size	Service Rate, Including Disposal Cost (per Pick-Up)
2 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
6 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
8 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
18 Cubic Yards (Roll-off)	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____

\*Pricing for third year will be considered as an additional option.

**APPENDIX A**

**MSW CONTAINER LIST: CITY, CONDOMINIUM, AND HOUSING AUTHORITY**

For bid purposes, the quantity of containers, the size of each container and the number of pickups required for each container, during the contract period, are identified below. The actual number of containers, their sizes and the frequency of pick-ups may vary as our needs change. The successful Contractor, however, will be compensated for any additional containers and/or pickups required, at the costs quoted in this bid.

COMPLEX	LOCATION	NO. OF CONTAINERS	FREQUENCY OF PICKUPS
<b>2 CUBIC YARD CONTAINERS</b>			
Gull Beach	City 920 Ocean Avenue	2	1 per week
<b>4 CUBIC YARD CONTAINERS</b>			
Animal Shelter	City Collis Street	1	1 per week (LT)
Bayview	City 27 Bayview Place	1	1 per week
Blue Rock Knoll	City 175 W. Spring Street	1	1 per week
City- Allingtown Center	City Allingtown Center	1	3 per week (LT)
City- Central Garage	City 1 Collis Street	1	As needed (LT)
Hillcrest West	City 161 W. Spring Street	1	1 per week
Hillside Hollow West	City 31 Maloy Road	1	1 per week
Knight Elms	City 98 Elm Street	1	1 per week
Mainview	City 204 Main Street	1	1 per week
Northwoods	City 40 Plainfield Avenue	1	1 per week
Orange Landing	City 153 Bull Hill Lane	1	1 per week
Orange Village	City 149 Canton Street	1	1 per week
Sandcastle	City 1 Peck Avenue	1	1 per week
Savin Green	City 678 Savin Avenue	1	1 per week
Terrace Court	City 260 Terrace Avenue	1	1 per week
The Oaks	City 79-80 Claudia Drive	1	1 per week
York Hill	City 78 York Street	1	1 per week
<b>6 CUBIC YARD CONTAINERS</b>			
Alling Glen	City 14 Herman Street	1	1 per week
Brentwood	City 40 Knox Street	3	1 per week

**APPENDIX A**

**MSW CONTAINER PRICE LIST: CITY, CONDOMINIUMS AND HOUSING AUTHORITY**

Note: Use this sheet to list your proposed costs for CITY, CONDOMINIUM AND HOUSING containers only. Submit pricing for BOARD OF EDUCATION locations on appropriate price sheet. Prices to include all disposal fees.

Price to include once a month bulk pickup from all condos.

Container Size	Service Rate, Including Disposal Cost (per Pick-Up)
2 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
4 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
6 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
8 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
10 Cubic Yards	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____
8 Cubic Yards (Roll-Off)	First Year \$ _____
	Second Year \$ _____
	*Third Year \$ _____

Capt. s Walk	City	269 Capt. Thomas Blvd.	1	1 per week
City- Conference Center	City	Capt. Thomas Blvd.	1	2 per week (M & R)(LT)
City- City Hall	City	355 Main Street	1	5 per week (M-F)(LT)
City -Garage	City	Collis Street	1	1 per week (LT)
Clifton Court	City	782 First Avenue	2	1 per week
Colonial Ridge	City	1014 Campbell Ave.	1	1 per week
Crest Hill	City	40 Crest Street	1	1 per week
Crestway Court	City	22 Treat Street	1	1 per week
Elm Commons	City	392 Elm Street	2	1 per week
Glen Oaks	City	49-63 Glade Street	2	1 per week
Griswald Commons	City	484 First Avenue	1	1 per week
Greta Court	City	76 Greta Street	3	1 per week
Harborview	City	140 Capt. Thomas Blvd	2	1 per week
Mallard Brook	City	89 Coleman Street	4	1 per week
Oceanview	City	375 Capt. Thomas Blvd	4	1 per week
Orange Blossom	City	215 Jaffrey Street	2	1 per week
Orange Crest	City	60 Plainfield Ave.	2	1 per week
Orange Landing	City	153 Bull Hill Lane	6	1 per week

\*Pricing for third year will be considered as an additional option.

\*Pnce to include once a month bulk pickup from all condos.

**MSW CONTAINER LIST: CITY, CONDOMINIUM, AND HOUSING AUTHORITY CONTINUED**

COMPLEX	LOCATION	NO. OF CONTAINERS	FREQUENCY OF PICKUPS	
<b>6 CUBIC YARD CONTAINERS</b>				
Orchard Hill	City	309 Terrace Avenue	1	1 per week
Police Department	City	200 Sawmill Road	1	1 per week (LT)
Savin Beach	City	215-225 Beach Street	1	1 per week
Savin Harbor	City	350 Savin Avenue	2	1 per week
Savin Park	City	266 Savin Avenue	5	1 per week
Savin Rock (West Walk)	City	105 West Walk	3	1 per week
South Breeze Condo	City	440 W. Spring St.	1	1 per week
Spring Gardens Condo	City	49-63 Glade St.	2	1 per week
Spring Height	Housing	Glade Street	5	1 per week
Spring Oaks	City	317 West Spring Street	3	1 per week
Terrance Heights	City	2 Treat Street	2	1 per week
The Oaks	City	79-80 Claudia Drive	3	1 per week
Union Park	City	213-17 Union Avenue	1	1 per week
Willowwood	City	1-6 Creta Street	6	1 per week
<b>8 CUBIC YARD CONTAINERS</b>				
Captain Thomas	City	285 Savin Avenue	1	1 per week
City Johnson Community Center	City	201 Noble Street	1	3 per week (LT)
Crestway Court	City	22 Treat Street	1	1 per week
Mormsey Manor	Housing	Bayshore Drive	1	1 per week
Orchard Hill	City	309 Terrace Avenue	1	1 per week
Spring Height	Housing	Glade Street	2	1 per week
Union School, Senior Housing	Housing	174 Center Street	1	1 per week
<b>10 CUBIC YARD CONTAINERS</b>				
Mormsey Manor	Housing	Bayshore Drive	1	1 per week
John Prele Senior Housing	Housing	1187 Campbell Avenue	1	1 per week
<b>30 CUBIC YARD CONTAINERS</b>				
City, Helm Street	City	Helm Street	1	As needed (LT)
City, Nike Site	City	Bull Hill Lane	1	(LT)
<b>30 CUBIC YARD COMPACTOR</b>				
Surf Side 200	Housing	200-204 Oak Street	1	1 per week
Baybrook Arms	City	41 Jones Hill Rd	1	2 per week



## WEST HAVEN SERVICES CONTRACT

This Agreement, made this \_\_\_ day of October, 2024 by and between the **City of West Haven**, (the "City") and **MURPHY ROAD HOLDINGS, INC., D/B/A ALL AMERICAN WASTE, LLC**, (the "Contractor".) The Contractor shall provide all labor, materials and equipment necessary or reasonably required to complete the work shown on Exhibit A attached hereto and made a part hereof (the "Project"). The Project shall be administered on behalf of the City by Robert Sandella (the "Director"). The Contractor shall follow any and all instructions, reviews, advice, approvals or directives issued by the Director.

The City will pay to the Contractor upon the satisfactory completion of the Project and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, according to the attached Schedule A. The Contractor's payment shall become due and payable when the Work has been completed and accepted by the City; the Contractor provides the City with evidence satisfactory to the City that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Project; and the Contractor executes and delivers a general release running to and in favor of the City.

The Contractor shall commence the work required by this Agreement immediately upon its receipt of a fully executed copy of this Agreement from the City. The work to be performed under this agreement shall not start on any given day earlier than 5:00am. The Contractor shall complete the Work by no later than **September 30, 2026 unless the option for a third year is exercised by the City, in which case the contract is extended to September 30, 2027**. Time is of the essence. The Contractor hereby acknowledges and agrees that timely completion of the Project is necessary if the City is to avoid damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify. In light of the foregoing, the parties agree to the attached Schedule D regarding Liquidated Damages. In addition, if the Contractor refuses or fails to perform its obligations under this contract for a period of Sixty (60) days after receipt of written notice, the City has the right to terminate this contract.

The City reserves the right – without invalidating this Agreement – to make changes to the work required herein that may involve additions, deletions and/or modifications to the scope of work described in Exhibit B. Upon receipt of a proposed addition, deletion and/or modification, the Contractor shall notify the City of its proposed increase or deduction in the Contract Amount requested as a result thereof. If the City accepts the Contractor's proposal, the Director shall issue a written change order incorporating the proposed addition, deletion and/or modification into this Agreement.

If the City and the Contractor are unable to agree upon the value of the work to be changed, added or omitted, the Contractor shall proceed with the work promptly under a written order of the City from which order the stated value of the work shall be omitted, and the determination of the value of the work shall be determined by the Director. The Director's decision pertaining to the value of the work shall be final and binding upon the parties hereto.

The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City and its officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss or expense, directly or indirectly, arising out of, related to or connected with the Project and the work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder.

In the employment of mechanics, laborers and workmen for the Work on the Project, the Contractor and all lower-tiered subcontractors shall give employment preference to citizens of West Haven. The Contractor and all lower-tiered subcontractors shall submit such relevant documents and other information as may be requested by the City to determine compliance with this article. In order to monitor compliance with the section, the City may request such relevant documents and documentation from the Contractor or from subcontractors at any time during the term of the Contract. The Contractor shall comply with or arrange for compliance with all such requests promptly. Prior to the commencement of performance of the Work on the Project, the Contractor and all lower-tiered subcontractors shall forward a written statement indicating the name, address and occupational title of each mechanic, laborer and workman scheduled to perform work on the Project. Amended statements shall be filed before any new mechanic, laborer and workman commences work under the Contract.

The Contractor and all lower-tiered subcontractors agree and warrant that in the performance of the Work that they shall not discriminate or permit discrimination in employment against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex or on the basis of physical or mental disability, including but not limited to blindness, unless it is shown by the Contractor or subcontractor that such disability prevents performance under the Contract. The Contractor and all sub-tier contractors also agree that for purposes of monitoring compliance with the provisions of this section they shall provide the City with such information as may be requested concerning their employment practices and procedures. For purposes hereof, discrimination in employment shall include but not be limited to employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment. The Contractor and all lower-tiered subcontractors shall post notices in conspicuous places on the project site describing the provisions of this Article. Nothing contained herein is intended or shall be construed to relieve the Contractor or any lower-tiered subcontractor from compliance with applicable federal or state law concerning equal employment opportunity, affirmative action or nondiscrimination.

If the Work requires utilizing trades or occupations for which state-certified apprenticeship programs exist, the Contractor shall be affiliated with such programs and the Contractor shall require lower-tiered subcontractors to be affiliated with same. The Contractor or any lower-tiered subcontractor may be relieved from compliance with this Article if provisions of its existing labor agreements prevent compliance with the requirements hereof. In that event, prior to the commencement of performance, the Contractor or subcontractor shall submit their reasons for such action in writing, along with supporting

documents, to the City. In order to monitor compliance with the apprenticeship programs, the City may request such relevant documents and documentation from the Contractor or any lower-tiered subcontractor at any time during the term of the Contract. The Contractor shall comply with any or arrange for compliance with all such requests promptly. An apprentice is defined as a person employed under a written agreement enrolled in a registered program by the State of Connecticut to work at and to learn a specific trade as defined in Connecticut State General Statutes Section 31-51(a).

If, after review, the City determines that the Contractor or any lower-tiered subcontractor has failed to comply with the requirements for local worker preference, nondiscrimination and/or apprenticeship, in addition to any other remedy available to it, the City may require corrective action to be taken by the Contractor or it may terminate the Contract.

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in types and amounts specified in Exhibit B attached hereto.

**IN WITNESS WHEREOF**, the City and the Contractor have duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**CITY OF WEST HAVEN**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Dorinda Borer  
Its Mayor  
Duly Authorized

**MURPHY ROAD HOLDINGS, INC. D/B/A  
ALL AMERICAN WASTE, LLC**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Duly Authorized

# SCHEDULE A

## Scope of Work

Murphy Road Holdings, Inc. d/b/a All American Waste, LLC agrees to provide municipal solid waste ("MSW") Container (Dumpsters) Collection services within the City limits of West Haven. For the purpose of this contract, is limited to MSW Container (Dumpster) Collection Services.

The City shall provide the Contractor with maps precisely defining collection routes, together with the days on which the routes shall be processed and the time at which collection shall regularly commence.

If the Contractor fails to complete the collection within the allotted timeframe, resulting in the need to hire a subcontractor, the City will not be responsible for any additional cost. In addition, if the collection is not completed on time, a fee of \$1,000.00 per day will be charged to the Contractor until the completion of the collection.

## Cost of Services

Cost for BOARD OF EDUCATION containers only.

<b>Container Size</b>	<b>Service Rate, Including Disposal Cost (per Pick-Up)</b>	
<b>2 Cubic Yards</b>	<b>First Year</b>	\$ <u>20.58</u> per pick up
	<b>Second Year</b>	\$ <u>21.61</u> per pick up
	<b>*Third Year</b>	\$ <u>22.69</u> per pick up
<b>6 Cubic Yards</b>	<b>First Year</b>	\$ <u>61.74</u> per pick up
	<b>Second Year</b>	\$ <u>64.83</u> per pick up
	<b>*Third Year</b>	\$ <u>68.07</u> per pick up
<b>8 Cubic Yards</b>	<b>First Year</b>	\$ <u>82.32</u> per pick up
	<b>Second Year</b>	\$ <u>86.44</u> per pick up
	<b>*Third Year</b>	\$ <u>90.76</u> per pick up
<b>18 Cubic Yards (Roll-off)</b>	<b>First Year</b>	\$ <u>195.00</u> per haul + \$ 135.00 per ton disposal
	<b>Second Year</b>	\$ <u>204.75</u> per haul + \$ 141.75 per ton disposal
	<b>*Third Year</b>	\$ <u>214.99</u> per haul + \$ 148.84 per ton disposal

\*Pricing for third year will be considered as an additional option.

## SCHEDULE A (Continued)

Costs for CITY, CONDOMINIUM, AND HOUSING containers only:

Container Size	Service Rate, Including Disposal Cost (per Pick-Up)	
2 Cubic Yards	First Year	\$ <u>20.58</u> per pick up
	Second Year	\$ <u>21.61</u> per pick up
	*Third Year	\$ <u>22.69</u> per pick up
4 Cubic Yards	First Year	\$ <u>41.16</u> per pick up
	Second Year	\$ <u>43.22</u> per pick up
	*Third Year	\$ <u>45.38</u> per pick up
6 Cubic Yards	First Year	\$ <u>61.74</u> per pick up
	Second Year	\$ <u>64.83</u> per pick up
	*Third Year	\$ <u>68.07</u> per pick up
8 Cubic Yards	First Year	\$ <u>82.32</u> per pick up
	Second Year	\$ <u>86.44</u> per pick up
	*Third Year	\$ <u>90.76</u> per pick up
10 Cubic Yards	First Year	\$ <u>102.90</u> per pick up
	Second Year	\$ <u>108.05</u> per pick up
	*Third Year	\$ <u>113.45</u> per pick up
8 Cubic Yards (Roll-Off)	First Year	\$ <u>195.00</u> per haul + \$ 135.00 per ton disposal
	Second Year	\$ <u>204.75</u> per haul + \$ 141.75 per ton disposal
	*Third Year	\$ <u>214.99</u> per haul + \$ 148.84 per ton disposal

\*Pricing for third year will be considered as an additional option.

\*Price to include ~~one (1) bulk~~ bulk pickup from all condos two (2) times per year (April & September).

## EXHIBIT B

The insurance required by this contract shall be written for not less than the following, and greater if required by law:

1. Worker's Compensation:
  - a. State: Connecticut - Statutory
  - b. Applicable Federal (e.g. Longshoremen's): Statutory
  - c. Employer's Liability: \$1,000,000.00 per accident
  
2. Comprehensive or Commercial General Liability (Including Premises - Operations; Independent Contractors Protective; Products and Completed Operations; Broad Form Property Damage); Contractual Liability and Personal Injury
  - a. 1,000,000.00 each occurrence C.S.L.
  - b. 1,000,000.00 Personal & Advertising Injury
  - c. Products and Completed Operations Insurance shall be maintained for five (5) years after final payment.
  - d. Property Damage Liability Insurance shall provide X,C and U coverage .
  - e. Broad form property damage coverage shall include completed operations
  
3. Comprehensive automobile Liability: (included owned, non-owned and hired vehicles)  
Limited: \$1,000,000.00 each accident (CSL) (BI &PD)
  
4. If the value of the contract is in excess of \$100,000, Umbrella Excess liability insurance in the amount of \$5,000,000 each occurrence is also required.
  
5. Contractor shall purchase all risk on completed value form in the names of the owner, contractor, subcontractor and subcontractors, as their interests may appear, with limits of amount equal to the contract sum for the work.
  
6. Contractor shall provide appropriate insurance certificates, naming the City of West Haven as an additional insured on all policies. 30 days notification shall be required for cancellation or non-renewal.
  
7. The Contractor shall furnish one copy each of certificates of insurance herein required for each copy of the contract which shall specifically set forth evidence of all coverage required. The form of certificate shall be accord 25 (2/84), or accepted equal. The contractor shall subsequently issue amending coverage or limits.
  
8. Add the following clause:  
Liability insurance shall include all major divisions of coverage and be on a comprehensive basis- including.
  - a. Premises operations (including X-C/U as applicable)
  - b. Independent Contractors' Protective.
  - c. Products and completed operations
  - d. Personal injury liability with employment exclusion deleted.
  - e. Contractual Liability
  - f. Owned, non-owned, and hired motor vehicles.
  - g. Broad form property damage including completed operations
  - h. Umbrella excess liability.

## SCHEDULE C

### Liquidated Damages \ Civil Penalty Amount

The Parties agree to the following liquidated damages and civil penalties.

- 1.) A Truck beginning residential collection *prior* to 5:00 am or *after* 6:00 pm will incur a liquidated damage / civil penalty of **\$100.00 per occurrence**.
- 2.) Failure to collect misses within 24 hours of notification to Contractor(s) will incur a liquidated damage/civil penalty of **\$25.00 each**, not to exceed 10 complaints per truck per day.
  - If there are more than 10 complaints per truck per day, contractor shall be subject to an additional civil penalty of **up to \$1,000.00 per day**.
- 3.) Repetition of complaints on route after notification including, but not limited to replacing cans or detachable containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations will incur a liquidated damage/civil penalty of **\$25.00 each**, not to exceed 10 complaints per truck per day.
  - If there are more than 10 complaints per truck per day, contractor shall be subject to an additional civil penalty of **up to \$1,000.00 per day**.
- 4.) Hazardous condition: any refuse container or lid placed on or in front of a driveway will incur a liquidated damage/civil penalty of **\$25.00 each**, not to exceed 10 complaints per truck per day.
  - If there are more than 10 complaints per truck per day, contractor shall be subject to an additional civil penalty of **up to \$1,000.00 per day**.

For Multiple or continuous violations not falling within the previous sections, the City may assess a civil penalty of up to \$5,000.00 per day or per individual incident. Any amount over \$500.00 may be appealed by the Contractor to the Director of Public Works, whose decision on the matter will be final and conclusive.

Liquidated damages may be deducted by the City from the monthly payment made to the Contractor.



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	Restoration of Eco Park-Boardwalk Resiliency Project			
<b>City Agency</b>	Mayor's Office			
<b>Vendor Utilized</b>	Ivy League Landscaping LLC			
<b>Address</b>	50 Industry Drive			
<b>City, State, Zip</b>	West Haven, CT 06510			
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [2025-40] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter name and Contract #] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source [ ]			
<b>No of Bid/RFP Respondents</b>	2: Ivy League Landscaping \$250,000   Executive Landscaping \$366,755			
<b>Quote No('s) if applicable</b>	N/A			
<b>Source of Funds</b>	Grant – CT DECD & possible ARPA Funding (project # 2022-003)			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$250,000.00
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	The City of West Haven, in partnership with the Land Trust of West Haven, was seeking professionals with ecological restoration and resiliency expertise and experience sourcing, planting, and maintaining NATIVE shoreline plants to help the City create the West Haven Eco Park. The project will restore 1.5 coastal acres of highly trafficked public shoreline adjacent to the boardwalk to a native plant-based coastal ecosystem by removing invasive plants and planting more than 16,000 native trees, shrubs, and perennials. Maintaining the park for two years through watering, weeding, and removing and replanting dead plants is required.			
<b>Department Submission [Name and Title]</b>	Rick Spreyer, Chief of Staff			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			



## PROJECT FINANCING PLAN AND BUDGET

 Initial Submission: \_\_\_\_\_  
 Revision #: \_\_\_\_\_

Applicant: <u>Clty of West Haven</u>	<b>For Internal Use Only</b>
Project Name: <u>Boardwalk Resiliency project</u>	Program Title: _____
Federal ID #: <u>06-600-2126</u> Social Sec. #: _____	Project #: _____
<u>Budget Period</u>	Budget Period Approved by DECD
Start _____	Start _____
End _____	End _____
<b>THE FOLLOWING APPLIES TO HOUSING PROJECTS ONLY:</b>	
Units Counted By: ( ) Beds ( ) Bedrooms	
Total Units: _____ Assisted Units: _____ Unit Mix: 0BR _____ 1BR _____ 2BR _____ 3BR _____ 4BR _____	

SOURCES OF FUNDING	NON-DECD FUNDS		DECD FUNDS		TOTAL
	CASH	IN-KIND	GRANT	LOAN	
Private Investment					\$ -
Bank Financing					\$ -
CT. Development Authority					\$ -
CT. Innovations, Inc.					\$ -
CHFA					\$ -
DECD Program #1 _____	\$ 600,000				\$ 600,000
DECD Program #2 _____					\$ -
Other ___ ARPA _____	\$ 100,000				\$ 100,000
_____					\$ -
_____					\$ -
_____					\$ -
<b>TOTAL SOURCES</b>	<b>\$ 700,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 700,000</b>

Approval of the Project Financing Plan and Budget for State Assistance in the amount shown in the above summary and for the time period indicated is hereby requested. It is understood that the project will be operated in accordance with the Project Financing Plan and Budget approved by the Connecticut Department of Economic and Community Development.

 Date Submitted: \_\_\_\_\_ Applicant: City of West Haven

 Authorized Signature: Title: Mayor
**FOR INTERNAL USE ONLY**

The Project Financing Plan and Budget is hereby approved in the amounts and for the time period indicated.

 Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Melinda Wilson, Director of Community Development

Date: \_\_\_\_\_ Signed: \_\_\_\_\_



Submission Date: 11/14/24 Initial Submission: [ x ] Revision #: \_\_\_\_\_  
Applicant Name: City of West Haven  
Project Name: Boardwalk Resiliency project

Acct. Code	PROJECT INCOME DETAIL	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
1310.1	SALE OF LAND OR BLDGS				\$ -
1310.2	RENTAL OF LAND OR BLDGS				\$ -
1310.3	SALE OF SALVAGE OR EQUIP.				\$ -
1310.4	INVESTMENT INTEREST				\$ -
1310.5	SITE NET INCOME				\$ -
1310.6	OTHER PROJECT INCOME				\$ -
	<b>TOTAL PROJECT INCOME</b>	\$ -	\$ -	\$ -	\$ -

Acct. Code	USES SUMMARY	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
1405	LAND				\$ -
1410	OTHER DEVELOP EXPENSES				\$ -
1415	ADMINISTRATION				\$ -
1420	CARRYING CHARGES				\$ -
1425	ARCHITECTURAL & ENGINEERING				\$ -
1430	CONSTRUCTION	\$ 595,000		\$ 100,000	\$ 695,000
1435	OTHER WORKING CAPITAL				\$ -
1440	CAPITAL COSTS				\$ -
1445	RESEARCH & DEVELOPMENT				\$ -
1450	FURNISHINGS/EQUIPMENT				\$ -
1455	CONTINGENCY				\$ -
	<b>TOTAL PROJECT COSTS</b>	\$ 595,000	\$ -	\$ 100,000	\$ 695,000

	USES	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
<b>1405</b>	<b>LAND</b>				
1405.1	LAND COST/SITE ACQ				\$ -
1405.2	APPRAISAL FEES				\$ -
1405.3	SITE IMPROVEMENTS				\$ -
1405.4	WATER/UTILITY HOOKUPS				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	<b>TOTAL LAND</b>	\$ -	\$ -	\$ -	\$ -

<b>1410</b>	<b>OTHER DEVELOPMENT EXPENSES</b>				
1410.1	TRAINING				\$ -
1410.2	DEVELOPER'S FEE				\$ -
1410.3	RELOCATION				\$ -
1410.4	REVOLVING LOAN FUND				\$ -
					\$ -
					\$ -
	<b>TOTAL OTHER DEVELOP EXPENSE</b>	\$ -	\$ -	\$ -	\$ -

Submission Date: \_\_\_\_\_ Initial Submission: [ ]  
 Applicant Name: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

Acct. Code	USES	DECD PROGRAM #1	DECD PROGRAM #2	OTHER FUNDS:	TOTAL FUNDS
<b>1430</b>	<b>CONSTRUCTION (Attach additional schedules as needed)</b>				
1430.1	GENERAL CONSTRUCTION	\$ 595,000		\$ 100,000	\$ 695,000
1430.2	LEASEHOLD IMPROVEMENTS				\$ -
1430.3	PERMITS				\$ -
1430.4	DEMOLITION				\$ -
1430.5	ENVIRONMENTAL REMEDIATION				\$ -
					\$ -
					\$ -
					\$ -
	<b>TOTAL CONSTRUCTION</b>	<b>\$ 595,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 695,000</b>
<b>1435</b>	<b>OTHER WORKING CAPITAL</b>				
1435.1	ACCOUNTS RECEIVABLE				\$ -
1435.2	INVENTORY				\$ -
					\$ -
					\$ -
					\$ -
	<b>TOTAL OTHER WORKING CAPITAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>1440</b>	<b>CAPITAL COSTS</b>				
1440.1	MACHINERY & EQUIPMENT				\$ -
1440.2	APPRAISAL (M & E)				\$ -
					\$ -
					\$ -
					\$ -
	<b>TOTAL CAPITAL COSTS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>1445</b>	<b>RESEARCH &amp; DEVELOPMENT</b>				
1445.1	RESEARCH AND DEVELOPMENT				\$ -
					\$ -
					\$ -
	<b>TOTAL RESEARCH &amp; DEVELOPMENT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>1450</b>	<b>FURNISHINGS/EQUIPMENT</b>				
1450.1	OFFICE EQUIPMENT				\$ -
1450.2	COMPUTER SOFTWARE				\$ -
1450.3	COMPUTER EQUIPMENT				\$ -
					\$ -
					\$ -
	<b>TOTAL FURNISHINGS/EQUIPMENT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>1455</b>	<b>CONTINGENCY</b>				
1455.1	CONTINGENCY				\$ -
	<b>TOTAL CONTINGENCY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>TOTAL PROJECT COST</b>	<b>\$ 600,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 700,000</b>
	LESS: PROJECT INCOME (if applicable)	\$ -	\$ -	\$ -	\$ -
	<b>NET PROJECT COST</b>	<b>\$ 600,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 700,000</b>



**CITY OF WEST HAVEN**

**RFP# 2025-40**

**Restoration of Eco Park**

**BID FORM**

**TOTAL BID PRICE (LUMP SUM):** \$ 250,000.00

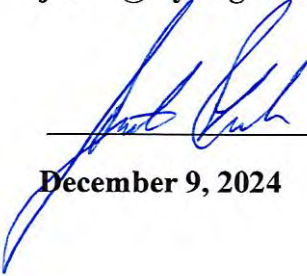
**COMPANY NAME:** Ivy League Landscaping, LLC

**CONTACT PERSON:** Justin Grande

**ADDRESS:** 50 Industry Drive  
West Haven, CT 06516

**PHONE NUMBER:** 203 931-7445

**EMAIL:** justin@ivyleaguelandscaping.com

**SIGNATURE:**   
\_\_\_\_\_

**DATE:** December 9, 2024



December 9, 2024

City of West Haven

RE: Restoration of Eco Park – RFP #2025-40

### **COMPANY PROFILE**

Ivy League Landscaping has been a local West Haven business since the late 1990s. Owners are brothers Justin and Phil Grande who both grew up in West Haven. Phil is a graduate of West Haven High School, Justin of Notre Dame High School. Our facility is located in the Allingtown section of West Haven where we work along with our 20-25 employees.

We are very familiar with the Eco Park and have provided similar services for West Haven and other municipalities, in addition to private residences and commercial properties. The products and services requested in this RFP are very typical of the projects Ivy League Landscaping provides. We are fully equipped to perform the work and we invite you to visit our facility to see our operations. Our insurance meets your requirements and a certificate can be provided upon awarding of a contract.

Ivy League Landscaping has worked in the Silver Sands section of Milford with Architect Stephen Wing on a shoreline restoration and maintenance project. We have provided landscape installations for groundwater recapture under the guidance of Mike Deitz from the University of CT including a rain garden with a sustainable landscape at Pagels school. We have provided cleaning and clearing services for a variety of customers ranging from a commercial building near the railroad tracks to a church parking lot installation along a wetland area. Our business is registered with the CT Department of Energy and Environmental Protection and Phil holds Custom Grounds License (Category 3a). We have arborists available in the event that tree work or arboriculture is required.

In addition to the contracting work that Ivy League Landscaping provides, Phil and Justin also own Soundview Landscape Supply. A vendor for the City of West Haven, Soundview is a re-wholesale nursery and supplier. We stock a variety of plants including native and sustainable selections which are available to all of our retail and wholesale customers. Brooke Parlato, our nursery manager has a certification from the CT Nursery and Landscape Association and is very capable when it comes to sourcing and supplying plants. We recently worked with another contractor who was performing a bridge installation near Bradley point. Brooke was able to provide a variety of plants and materials which met the project requirements.

Relevant Information:

NAICS – 561730

UEI – FC8STV3KGMU6

CAGE – 8KGJO

EIN – 06-1478937

# West Haven Eco Park Restoration

Preliminary Construction and Maintenance Sequence – RFP #2025-40  
Ivy League Landscaping – December 9, 2024



## Project Commencement Early March 2025

Pre-Construction Meeting  
Project boundary ID  
Current condition review  
Place Plant order



## Site Review Late March 2025

Meet to review cleared site  
Set Topographic goals  
Consider adding Soil  
Determine final plant layout



## Planting Work Late April-Late May 2025 2-3 Weeks required

Deliver and Install Plants  
Spread Weed Pre-emergent  
Clean up site  
Prepare for Maintenance



Safety Fence installation  
Establish Loading areas  
Clearing and Grubbing  
Removal of Organic Debris

Final Grading and Layout  
Install required soil  
Mark out plant layout  
Maintain fencing

Weekly or Bi-weekly visits  
Watering and weeding  
Maintain pre-emergent  
Replace dead plants



## Work on Site begins Mid March – 2 weeks required



## Early April 2025 2 weeks required



## Maintenance 1 or 2 year period





50 Industry Drive  
West Haven, CT 06516  
(203) 931-7445 Office  
(203) 931-1318 Fax  
Visit us at [WWW.IVYLEAGUELANDSCAPING.COM](http://WWW.IVYLEAGUELANDSCAPING.COM)  
CT DEEP B-1570 CT DCP HIC - 056189

December 9, 2024

City of West Haven

RE: Restoration of Eco Park – RFP #2025-40

**COST PROPOSAL**

Item 1 – Clearing and Grubbing:

1000' 4' Black Safety fence and posts supplied and installed  
Safety cones and fencing for loading areas along boardwalk  
600' 3' Silt Fence for use during project as and if necessary

Labor –	\$ 33,500.00
Materials -	\$ 4,500.00
Subtotal Item 1:	\$ 38,000.00

Item 2 – Planting

Plants from Schedule on Page SD-2 of provided plan  
Sanctuary Organic fertilizer – planting amendment  
Misc. Planting materials – stakes, ribbon, etc.

Labor -	\$ 60,000.00
Materials -	\$ 90,000.00
Subtotal Item 2:	\$ 150,000.00

Item 3 – Maintenance

1 year maintenance schedule begins after planting is completed and is included in lump sum.

Year 2 is optional. Cost is shown and does NOT include plant warranty

Water supplied by City of West Haven – hydrants with permission or other

Weekly visits during growing season – April – September

Inspect and maintain site – including fencing and plantings

Provide and spread pre-emergent weed control March, May, July, September

Provide chemical weed control as necessary – around non planted areas

Inspect, fertilize, water plants

Replace dead plants (year 1) or schedule replacement in appropriate growing season

Review site with City of West Haven Representatives

Monthly or Bi-Monthly

Determine best practices for plant establishment and development

React to weather events -drought, excess rain, tidal variation, etc.

Bi-weekly visits during dormant season – October – March

Inspect and maintain site – including fencing and plantings

Review site with City of West Haven Representatives

Bi-Monthly

Determine best practices for dormant season maintenance – pruning, etc.

React to weather events -drought, excess rain, tidal variation, etc.

	<u>Year 1</u>	<u>Year 2</u>
Labor -	\$ 35,000.00	\$ 35,000.00
Materials -	\$ 27,000.00	\$ 10,000.00
Subtotal Item 3:	\$ 62,000.00	\$ 45,000.00

Calculation of Lump sum Bid:

Clearing and Grubbing (includes safety fencing, erosion control) -	\$ 38,000.00
Planting	150,000.00
1 Year Maintenance (includes plant warranty)	62,000.00
Lump Sum Total	\$ 250,000.00

Addendum:

There are some options, rates, and recommendation to consider

1. Dump Charges – \$ 35.00 per cubic yard for stumps and root debris if not allowed at West Haven Compost Site.
2. Trucking Charges - \$ 125.00 per hour for a Triaxle Roll-off or Dump Truck
3. Soil Compost material – after cleaning and clearing it is likely that the site will be a couple of inches lower than it is now. In order to reach the desired planting layout and final topography, the addition of a soil and compost or straight compost blend is recommended. Since pre-emergent weed control is included in maintenance and planting plans, we suggest ¾” screened compost.
  - a. \$ 87.59 per cubic yard supplied, delivered, installed (our material)
  - b. \$ 58.27 per cubic yard supplied by WH Compost site at no charge, we load, deliver and install.
  - c. 22 cubic yard load size (minimum)
  - d. 2” over the 75,000 square foot size approximately 440 cubic yards required
  - e. 440 Cubic yards @ \$87.59 = \$38,539.60
  - f. Screened loam option with compost added - \$ 97.59 per cubic yard
4. Year 2 maintenance – 1 year included in Lump Sum Bid – Additional year can be included for \$45,000.00.
5. Please note: This proposal does NOT factor for prevailing wages.



50 Industry Drive  
West Haven, CT 06516  
(203) 931-7445 Office  
(203) 931-1318 Fax  
Visit us at [WWW.IVYLEAGUELANDSCAPING.COM](http://WWW.IVYLEAGUELANDSCAPING.COM)  
CT DEEP B-1570 CT DCP HIC - 056189

December 9, 2024

City of West Haven

RE: Restoration of Eco Park – RFP #2025-40

### **REFERENCES**

**Some of the following references were mentioned in our company profile. We have not directly contacted them to ask for references and respectfully request that you notify us if you intend to reach out to them.**

**Ernie Chiarelli – City of West Haven – 203 937-3585**

**Stephen Wing, Architect – Milford, CT – 203 874-6474**

**Dr. Mike Dietz – University of CT – 860 486-2436**



**CITY OF WEST HAVEN**  
**355 Main St**  
 West Haven, Connecticut 06516

**DISCLOSURE &  
 CERTIFICATION AFFIDAVIT**

**EVERY SECTION MUST BE COMPLETED**

For help completing this form contact Purchasing Director at 203-937-3624

Contractor/Vendor Name:	Ivy League Landscaping, LLC
Address:	50 Industry Drive, West Haven, CT 06516
Telephone and/or Fax #:	203-931-7445 Office / 203-931-1318 Fax
Email Address:	deb@ivyleaguelandscaping.com / justin@ivyleaguelandscaping.com
Contact Person:	Deb Grande / Justin Grande

**For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:**

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of West Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	New Haven
I,	<b>Justin Grande</b> <small>(type or print your name above)</small>	<b>being first duly sworn, hereby deposes and says that:</b>	
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of West Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Ivy League Landscaping, LLC <small>Insert Company Name above</small>	
2b.	Or I am an individual and my name is:	<small>if an individual, insert your name above</small>	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	<b>Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).</b>		
4a.	<input checked="" type="checkbox"/>	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of West Haven for the most recent grand list and all taxes are	
4b.	<input type="checkbox"/>	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of West Haven for the most recent grand list and does not owe any back taxes to the City of West Haven, either directly or through a lease or other agreement.	
4c.	<input type="checkbox"/>	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of West Haven or ii) owes back taxes and has executed an agreement with the City of West Haven to pay said back taxes in installment payments. <b>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</b>	
5.	<input type="checkbox"/>	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of West Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	0542524 <small>Insert State Registration # above</small>
6b.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	<small>Insert State Registration # above</small>
6c.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	<small>Please insert State name above</small>
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of West Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of West Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of West Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1	none			
2				

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1	none			
2				

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
1	none		
2			

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
1	Philip W. Grande, Jr.	Member	60	12/25/1969
2	Justin Grande	Member	40	06/10/1973

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	none		
2			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of West Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:		<i>Justin Grande, member</i>	
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>	
Signature of Notary:		<i>Sebe Jordan</i>	
Subscribed and sworn to, before me on this:		9	Day of December 20 24
My Commission Expires:		02/28/2025	

*This form should be mailed or emailed to the purchasing department or included with a specific solicitation.*

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Ivy League Landscaping, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b>  <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>50 Industry Drive</b> City, state, and ZIP code <b>West Haven, CT 06516</b>	Requester's name and address (optional)
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>Employer identification number</b>									
0	6		1	4	7	8	9	3	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ *[Handwritten Signature]*    Date ▶ **December 9, 2024**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	Legal Services related to ARPA projects			
<b>City Agency</b>	Finance Department			
<b>Vendor Utilized</b>	Carmody			
<b>Address</b>	195 Church Street			
<b>City, State, Zip</b>	New Haven, CT 06509			
<b>Procurement Process</b>	<input type="checkbox"/> Bid/RFP [] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter name and Contract #] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [Legal Services – Exempt Professional Services]			
<b>No of Bid/RFP Respondents</b>	N/A			
<b>Quote No('s) if applicable</b>	N/A			
<b>Source of Funds</b>	ARPA Projects (2022-001, 2022-018, and other projects)			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$55,000
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.</b>	This is for legal services related to remaining ARPA projects. The estimated cost is \$55,000 through December 31, 2025. Carmody has discussed future budgeting for their services with Ken Carney, Chair of the ARPA Committee, covering anticipated work in December 2024 and calendar year 2025.			
<b>Department Submission [Name and Title]</b>	Ken Carney, ARPA Committee Chair & Building Committee Chair Michael Gormany, Finance Director			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			



December 10, 2024

**BY EMAIL**

Paul Dorsi, Esq.  
Corporation Counsel  
City of West Haven  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516

**Re: Supplement to Representation Agreement**

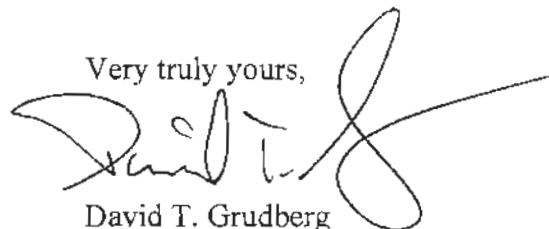
Dear Corporation Counsel Dorsi:

This letter supplements our existing representation agreement with the City of West Haven ("City"), in particular with respect to services rendered, and to be rendered, in connection with the City's American Rescue Plan Act ("ARPA") Committee.

We have discussed future budgeting for our services with Ken Carney, Chair of the ARPA Committee. Specifically, we have agreed on an estimated budget of \$55,000.00, covering anticipated work in December 2024 and calendar year 2025. I write to confirm this agreement and estimate, so that the City may obligate those funds to the extent required under ARPA.

Thank you for your assistance, and please contact me with any questions or concerns.

Very truly yours,



David T. Grudberg



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024				
<b>Contract Name</b>	Security Camera Trailers				
<b>City Agency</b>	Emergency Operations				
<b>Vendor Utilized</b>	All Traffic Solutions				
<b>Address</b>	P.O. Box 221410				
<b>City, State, Zip</b>	Chantilly, VA 20153				
<b>Procurement Process</b>	<input type="checkbox"/> Bid/RFP [ <b>Enter the Bid No</b> ] <input type="checkbox"/> State Contract [ <b>Enter State Contract #</b> ] <input checked="" type="checkbox"/> Cooperative Agreement [Sourcewell 090122-ATS] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []				
<b>No of Bid/RFP Respondents</b>	N/A				
<b>Quote No('s) if applicable</b>	QUOTE Q-90902				
<b>Source of Funds</b>	American Rescue Plan Project 2022-018				
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b>	\$90,614.49
<b>Purpose of Transaction</b> (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)					
<b>Department Submission [Name and Title]</b>	Rick Fontana, MS, Director Emergency Management & Homeland Security				
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director				



All Traffic Solutions Inc.  
 PO Box 221410  
 Chantilly, VA 20153  
 Phone: 814-237-9005  
 Fax: 814-237-9006  
 DUNS #: 001225114  
 Tax ID: 25-1887906  
 CAGE Code: 34FQ5

QUOTE Q-90902

DATE: 11/25/2024

PAGE  
NO: 1

**Mail Purchase  
Orders to:**

3100 Research Dr.  
 State College, PA  
 16801

Contract:  
**Sourcewell 090122-ATS**  
 Sourcewell Account #:  
**75613**

**Questions contact:  
MANUFACTURER:  
All Traffic Solutions**

Matthew O'Brien  
 (571) 321-5449  
 x 265  
 mobrien@alltrafficsolutions.com

**Independent Sales Rep:**

**BILL TO:**

City of West Haven-CT  
 West Haven City Hall, 3rd Floor  
 West Haven, CT 06516

**SHIP TO:**

City of West Haven-CT  
 , CT  
 Attn: Rick Fontana

Billing Contact:

**PAYMENT  
TERMS:**  
 Net 30

**CUSTOMER:** City of  
 West Haven-CT

**CONTACT:**(203) 937-3500

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000468	instALERT 24 Message Display; base unit (select mount separately)	3	\$7,436.82	\$22,310.46
4001299	3 Year Warranty	3	\$0.00	\$0.00
4001887	All Options Activation: Bluetooth, Logs, and Pictures (\$2500 Value, requires Message Suite)	3	\$0.00	\$0.00
4000771	App, Messaging Suite (12mo); Equip Mgmt, Image Mgmt, Alerts, Mapping and PremierCare	3	\$950.00	\$2,850.00
4001626	VZW communications prep	3	\$0.00	\$0.00
4001909	ATS-5, FLEX trailer, includes charger, solar controller, 900Ah batteries, and 380W solar	3	\$15,625.00	\$46,875.00
4001917	Surveillance Ready Telescoping Mast	3	\$7,500.00	\$22,500.00
4100557	hrns, Power cord, iA w/ quick connects for trailer	3	\$60.00	\$180.00
4000754	USB cable, 16ft, extra long for trailer or pole	3	\$37.74	\$113.22
4000740	Trailer Certificate of Origin	3	\$0.00	\$0.00
4000833	External Antenna for Trailer, for areas with weak cellular service	3	\$97.79	\$293.37
4001889	Shipping and Handling	3	\$5,331.00	<b>\$3,600.00</b>

4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	3	\$840.48	\$2,521.44
4001190	Discount - New Purchase	1	(\$0.00)	(\$10,629.00)

Special Notes:

**Portable 22 Ft. Telescoping mast: The trailer features a detachable surveillance-ready telescoping mast that can compact down to conveniently fit in the trunk of a car. It fully extends in just 30 seconds with the help of an easy-to-use, hand-operated pneumatic lift. Made to withstand 60 mph winds, when unwound the Mast goes down to 5 Feet**

- **ATS 5 Trailer, 61 inches wide x 62 inches in length, 900 Ah Batteries, 380 Solar Watt Panels**
- **InstaAlert 24 (5 Ft. W x 28in H, 43 lbs.) is a Foldable Portable Variable Message Board for General Messaging with Graphics. 1 to 3 lines of Messages up to 6 screens per message**
- **Remotely manage the sign using laptop and log-in from anywhere connected to WiFi for creating or scheduling a message.**
- **Receive alerts via text or email (tamper, low battery)**
- **Camera inside board activates during a Tamper Alert and takes a standard definition photo for additional security purposes**
- **GPS inside on all boards**
- **No contract commitment, choose to renew the subscription \$950.00/year or not, always keep Bluetooth capabilities to operate the sign**
- **Premier Care Warranty while having the subscription (which covers software upgrades/repairs at 100% as well as 50% off repairs due to vandalism, 50% off batteries and accessories.)**
- **Training included on software**
- **3 Year Manufacturer's Warranty on all Sign Boards**
- **All products are American made built to last a minimum of 8 years in any weather conditions**
- **10-12 week lead time on delivery**

**SALES AMOUNT:**

\$102,974.49

**TOTAL USD:**

**\$90,614.49**

**Duration: This quote is good for 60 days from date of issue.**

**Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.**

**Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.**

**Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R**

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Solicitation Number: 090122****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All Traffic Solutions, INC, 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;



- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell



contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit



4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other



insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

All Traffic Solutions, INC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/2/2022 | 9:10 PM CDT

DocuSigned by:  
*Michael Werksman*  
By: 3AFEE2746ECB453...  
Michael Werksman  
Title: Controller  
Date: 11/3/2022 | 10:18 AM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/3/2022 | 10:20 AM CDT

# RFP 090122 - Law Enforcement Equipment

---

## Vendor Details

Company Name: All Traffic Solutions  
Does your company conduct business under any other name? If yes, please state: Virginia  
Address: 14201 Sullyfield Cir #300  
#300  
Chantilly, Virginia 20151  
Contact: Kabir Uddin  
Email: kuddin@alltrafficsolutions.com  
Phone: 571-521-3133  
HST#: 25-1887906

## Submission Details

Created On: Thursday August 04, 2022 09:42:37  
Submitted On: Wednesday August 31, 2022 14:04:52  
Submitted By: Jodi Rowe  
Email: contracts@alltrafficsolutions.com  
Transaction #: 7b8e31b0-b7ef-437c-b292-6538e81fdd09  
Submitter's IP Address: 108.28.29.122

---



## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	All Traffic Solutions, INC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A. All Traffic Solutions, INC has no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A. All Traffic Solutions, INC has no subsidiary entities to give names for.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM Unique Entity ID: CU4MYN4JM2N7
5	Proposer Physical Address:	14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151
6	Proposer website address (or addresses):	<a href="https://www.alltrafficsolutions.com/">https://www.alltrafficsolutions.com/</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Michael Werksman  Title: Controller  14201 Sullyfield Circle, Suite 300 Chantilly, VA 20151  mwerksman@alltrafficsolutions.com  Direct Phone: (571) 321-5440  Toll Free: (866) 366-6602, ext 304
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kabir Uddin Procurement Development Specialist 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 kuddin@alltrafficsolutions.com (571)521-3133
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melissa Millis Sales Enablement Manager 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 mmillis@alltrafficsolutions.com (571)321-5443  Carrie Fedders Vice President of Sales and Marketing 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 cfedders@alltrafficsolutions.com (571)321-5446

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since its founding in 2000, All Traffic Solutions, INC has been an innovator in the traffic and safety space, specifically catering to the law enforcement community. The company is known for providing portable, durable, easy-to-use traffic safety solutions that it stands behind with integrity and excellent customer service. All Traffic Solutions products are made in the United States in compliance with the Buy American Act and Buy America Act— setting it apart from other similar companies from the very beginning.



In 2003, the company developed the first portable radar speed sign that could be quickly and securely mounted to existing signposts. These signs show drivers how fast they're traveling, collect traffic data, and are effective tools to reduce speeding. The signs were popular among law enforcement agencies because they helped them address some of the most common challenges that they face every day—increasing traffic safety and resolving neighborhood speeding complaints.

To help law enforcement and first responders with other challenges they face, All Traffic Solutions, INC developed portable variable message boards in 2005. These electronic signs could be programmed to display custom text and share important information with the public in a highly visible way. This new All Traffic Solutions product—called InstAlert—was the first sign of its kind that could fold in half to comfortably fit in the trunk of a police cruiser. InstAlert was also the first variable message sign that could be mounted in a variety of ways— on a portable post, vehicle hitch, pole, or trailer. At the time, other variable message signs could only be mounted on trailers. These innovations made InstAlert easy for police and first responders to transport and use wherever they needed to quickly share information such as changes to traffic patterns or safety alerts. InstAlert signs quickly became popular among law enforcement and first responders, as well as municipalities, corporate campuses, and colleges and universities.

All Traffic Solutions found that many of their customers, especially law enforcement agencies, were operating with limited time and resources. The company recognized a need to provide solutions that were not only effective but also efficient and easy to use. In 2006, All Traffic Solutions became the first company to offer its variable message signs with Bluetooth connectivity. This allowed customers to change messages displayed on InstAlert signs wirelessly from the safety of their vehicles. In the same year, the company also created the first online remote management platform for radar speed signs. This innovation saved customers time by letting them access the data their signs collect online. They no longer had to travel to locations where signs were deployed to retrieve data.

Continuing to listen to and prioritize the needs of its customers, All Traffic Solutions developed the first comprehensive online management platform for its radar speed and message signs in 2010. This technology quickly gained popularity because it made the signs easier to use and saved customers time. Soon, over one-third of all products sold were subscribed to All Traffic Solutions' remote management services. In 2013, All Traffic Solutions was awarded US Patent 8,417,442 for this industry-leading innovation. In 2016, the platform, formerly known as SmartApps, became known as TrafficCloud®. With this name change came a new, more user-friendly interface that was developed through feedback from law enforcement agencies. This revolutionary online platform allows customers to monitor their signs, change signs' settings, update message displays, and access the data collected by the signs from anywhere with an internet connection. This technology still continues to evolve today, always improving to help customers save even more time, effort, and resources.

Over the years, All Traffic Solutions has solidified its place as an industry leader by consistently providing exceptional quality, extraordinary customer service, and unmatched ease of use. All Traffic Solutions has earned a reputation of over-delivering on promises with a sense of urgency and exceeding customer expectations. Integrity, honesty, transparency, and respect are integral in all interactions that All Traffic Solutions employees have with each other, with partners, and with customers. Those core values have helped the company achieve the innovations and success it enjoys today. All Traffic Solutions continues to develop new products and improve upon existing ones to better serve the ever-changing needs of its customers.

The company proudly stands behind its products with US-based tech support, complimentary one-on-one product trainings, and the best warranty plans on the market, so customers get the most out of their purchase for years to come. As a company, All Traffic Solutions understands that when police departments secure budgets to purchase tools, the equipment needs to stand the test of time. It needs to be durable enough to stand all weather conditions and possible tampering that may occur on the roadside. All Traffic Solutions products are built to last for a decade or more of year-round use, even through inclement weather conditions. All Traffic Solutions has had the pleasure of doing business with many law enforcement agencies for 10 or more years. Charlotte Mecklenburg Police Department of North Carolina has been a valued customer since 2013. All Traffic Solutions has also been of continuous service to The City of Springfield, Massachusetts Police Department since 2011. All Traffic Solutions products are not quick fixes for traffic safety problems— they are long-lasting solutions that make communities safer and make customers' jobs easier. All Traffic Solutions stays engaged when things get tough, supporting its employees and its community at large.

11	What are your company's expectations in the event of an award?	<p>All Traffic Solutions, INC works with thousands of law enforcement agencies and most ask us if we are on a relevant contract, such as Sourcewell. This is so they may purchase our products and services easily, and therefore our main goal with this contract is to fulfill the needs of Sourcewell participating entities and help them procure our products in the most efficient way possible.</p> <p>With materials already created, we expect to begin marketing the fact that we are on the Sourcewell contract immediately by sending an announcement email to our current state and local government and education customers with a landing page. There will be a separate email to inform our current Law Enforcement customers. We will also immediately add the Sourcewell logo to our "Purchase Options" webpage, which lists the National Cooperatives and Contracts, State Contracts, and Approved Product Lists that we are actively awarded. We expect our Account Development Representatives to share the news of our Sourcewell award with relevant parties that contact or are contacted by us (i.e. interested buyers in state and local government or education, especially those in Law Enforcement). A big part of achieving the best cooperative outcome is elevating products and service with more feedback. In the interactions with Sourcewell participating entities through this contract, All Traffic Solutions, INC looks forward to continuing to evolve our solutions to meet law enforcement's changing needs. This is reflected in our continuous year over year growth in contract sales in the last three years, which then directly lends to product development, releases, and updates for our customers. All Traffic Solutions, INC knows that contracts offer Sourcewell participating entities an easier buying experience that is typically at a better price. With that in mind, we expect to be able to offer a more efficient buying experience and a more competitive price to an increasing number of our buyers (participating entities and those who choose to become participating entities). Overall, based on our actions as a result of the Sourcewell award, we expect a mutually beneficial outcome for Sourcewell, Sourcewell participating entities, and All Traffic Solutions, INC.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Controller, Mike Werksman, for All Traffic Solutions, INC has attached a letter demonstrating our financial strength.
13	What is your US market share for the solutions that you are proposing?	IBIS World, a comprehensive industry and market research database firm, published a market report October 2021. They reported the variable message sign, as it pertains to transportation displays, has a market size of \$628 million. According to our 2021 end of year sales, which was about \$19 million, All Traffic Solution, INC's US market share is about 3% and actively growing.
14	What is your Canadian market share for the solutions that you are proposing?	Our market share currently in Canada is less than 0.01%, but is in development. We have partnered with the Virginia Economic Development Program, which helps businesses like ours penetrate international markets and we have invested in market research for Canada. We are owned by Logix ITS, based in Quebec, Canada who is now an official distributor of our products in Canada. We are forecasting \$750,000 in Canadian sales within the next 12 months.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, All Traffic Solutions, INC has never petitioned for bankruptcy protection.

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) All Traffic Solutions, INC is a manufacturer. All Sales and Manufacturing (Production) activities are held within company constraints, through employed individuals by the Corporation itself. The manufacturing facility is maintained and operated by the Corporation in State College, Pennsylvania. All Traffic Solutions, INC operates Sales and Manufacturing all under All Traffic Solutions, INC management. The production team is responsible for the assessment, purchase, quality control, and negotiation of contracts of raw materials from designated suppliers. The production team then uses machine and materials setup to turn the raw materials into tangible finished products. Our Sales team responds to any requests via phone, web, email, or in person for quotes and helps with the creation of purchase orders for the production team. Which the production team then executes and ships out to the customer. Our Finance team issues relative invoices and processes transactions directly with our customers. The Account Management team stays in direct contact with the customer if any technical support is needed and brings in the Technical Support team to help if necessary. If the customer has purchased software like TraffiCloud, our Software Trainer provides in person training as well as written and video resources for reference.</p> <p>All Traffic Solutions, INC deos offer products from Genetec and Houston Radars. Genetec and Houston Radar products are mainly used as component materials in All Traffic Solutions, INC's manufacturing process of final products. For example, we use an automatic license plate reader camera system in our speed trailer for our radar signs, but we also sell the automatic license plate reader camera system as a product by itself. However, we do offer certain Items directly from Genetec and Houston Radar if a customer needs it. Genetec provides automatic license plate recognition products. Houston Radar provides us with traffic counters and classifications devices. The dealer network for All Traffic Solutions, INC is company owned for any products distributed from Genetec or Houston Radar. Training certificates are required to distribute Genetec products and they are attached. A written authorization from Houston Radar for authorization to distribute is also attached. The attachments can be found on page 100 of the document attached in "additional documents" section.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>As of May, 2018, All Traffic Solutions, INC holds a Certificate of Conformance from Retlif Testing Laboratories as it pertains to FCC Part 15, Subpart B. FCC Part 15 provides the guidelines under which unintentional, intentional, or incidental radiators may be operated without an individual license. Our radar signs are equipped with a modem in order to communicate on cellular signals. This certification is to ensure that our devices can safely operate in non-commercial areas without a license and does not interfere with other electronic devices.</p> <p>All Traffic Solutions, INC uses radars in each of our speed radar signs. As of June, 2022, All Traffic Solutions, INC is certified by Washington Laboratories, LTD to be in compliance with National Highway Traffic Safety Administration's speed-measuring device specifications.</p> <p>As of 2009, All Traffic Solutions has been compliant to the Manual on Uniform Traffic Control Devices (MUTCD) specifications on "Changeable Message Signs". The specifications from MUTCD ensure strict compliance to many product characteristics such as; character and line specifications, brightness and color specifications, build and manufacture specifications, and more.</p> <p>The attachments can be found on page 104 of the document attached in "additional documents" section. All Traffic Solutions, INC does not use any third parties or subcontractors for its operations.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None. All Traffic Solutions has not had any instances of debarment or suspension.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	All Traffic Solutions, INC received Northern Virginia Technology Council's Honors (NVTC Tech 100) in 2018, 2019, and 2020. This honor is given by the NVTC to 100 "roster of cutting-edge companies, executives, innovators, NextGen leaders and rising stars who are driving tech innovation, leading economic growth, and making a positive impact in the region." (NVTCC Web Publishing). We have always strived for innovation that is meaningful and impacts our customers in a positive way. From the first portable pole-mountable speed display to the first universally-connected traffic calming signs; ease of use coupled with high quality performance is always a constant principle.
20	What percentage of your sales are to the governmental sector in the past three years	About 69% of our sales in the past 3 years (January 1, 2019- December 31, 2021) have been to state and local government agencies, with an additional 3% to Federal government agencies. More specifically, we've seen about 45% of our sales in the past 3 years to municipal law enforcement agencies.
21	What percentage of your sales are to the education sector in the past three years	About 4% of our sales in the past 3 years (January 1, 2019- December 31, 2021) have been to educational institutions, both at the K-12 and Higher Education levels. This is an industry that we just began targeting in the past 3 years, as well. By the end of 2019, the education sales volume was about \$861 thousand. Due to the novel Coronavirus pandemic, the general education sector was forced to readjust to distance teaching while gatherings became scarce. As a result, 2020 year end education sales volume was about \$476 thousand, but we are well on our way to recovering in this industry as our 2021 end of year education sales volume almost tripled to \$1.28 million. In 2022, our current education sales volume stands at \$727 million, and we are devoted to expanding into the education industry in the months and years to come.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Co-Star: 012-133: Volume between 1/1/2019 - 12/31/2021 = \$935,220.50  North Carolina Sheriff's Association: 22-06-0426: Volume between 1/1/2019 - 12/31/2021 = \$81,112.98  NJStart: 17-FLEET-00776: Volume between 1/1/2019 - 12/31/2021 = \$1,432,881.78  Purchasing Cooperative of America (PCA: OD-318-20): Volume between 1/1/2019 - 12/31/2021 = \$38,503.23  TEXAS-BuyBoard: 608-20: Volume between 1/1/2019 - 12/31/2021 = \$990,093.13  Utah state contract number(DAS): PD2832 Volume between 1/1/2019 - 12/31/2021 = \$204,109.56  Virginia Sheriffs' Association Heavy Equipment Procurement Program: 21-02-0803 Volume between 1/1/2019 - 12/31/2021 = \$265,262.60
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold GSA contract: GS-07F-6092R Volume between 1/1/2019 - 12/31/2021 = \$1,436,122.28

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
South Portland Police Department, Maine	Officer Rocco Navarro	207-799-5517
Miramar Police Department, Florida	Officer Jose Rosales	(954) 602-4058, 9546024141
Willingboro Township Police Department, New Jersey	Captain Ian Bucs	(609) 877-2200 ext 1612

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Essex County Sheriff's Office, NJ	Government	New Jersey - NJ	Large Radar (SpeedAlert24 and 48) and variable (InstAlert24) message signs on trailers (ATS 5).  The scope of this work regarding this RFP is relevant to traffic safety management.	December, 2020 : 10 units of SpeedAlert24 with 10 ATS 5 trailer units January 2020: 4 units of SpeedAlert24 with 4 ATS 5 trailer units March 2019: A SpeedAlert48 with an ATS 5 trailer March 2019: Two units of InstAlert24 with 2 ATS 5 trailer units	\$256,024.50
Providence Police Department, RI	Government	Rhode Island - RI	Large Radar Speed Messaging Signs & Variable Message Sign (InstAlert24) with ATS 5 trailers. Lidar is also included in the transaction. Subscription to TrafficCloud, our platform for data and sign management, is included.  The scope of this work regarding this RFP is relevant to traffic safety management.	June 2020: One unit of InstAlert 24 variable message sign with one unit of ATS 5 trailer. March 2020: One unit of Lidar. December 2019: five units of ATS 5 speed sign trailers. March 2019: One SpeedAlert 24 with one unit of ATS 5 trailer.	\$194,834.99
Town of Ramapo Police Department, NY	Government	New York - NY	Large Radar Speed Messaging Signs (SpeedAlert24) with ATS 5 trailers. Subscription to TrafficCloud, our platform for data and sign management, is within the scope of the transaction.  The scope of this work regarding this RFP is relevant to traffic safety management.	September 2019: four units of SpeedAlert24 Radar Speed signs with eight units of ATS 5 trailers.	\$209,434.80
Town of Wareham Police Department, Massachusetts	Government	Massachusetts - MA	Manufactured and delivered SpeedAlert24 radar speed signs with 5 ATS 5 trailers. Subscription to TrafficCloud, our platform for remote data and sign management, is within the scope of the transaction.  The scope of this work regarding this RFP is relevant to traffic safety management.	February 2019: TrafficCloud renewal February 2020: TrafficCloud renewal January 2021: TrafficCloud renewal April 2021: Ordered 4 large Radar Speed Signs (SpeedAlert24) alongside 5 ATS 5 trailers, with solar option.	\$167,140.00
City of Milwaukee Police Department, WI	Government	Wisconsin - WI	Large Radar Speed Messaging Signs (SpeedAlert24) with ATS 5 trailers. Shield18, our smaller radar speed sign, is a part of this transaction. Subscription to TrafficCloud, our platform for data and sign management, is within the scope of the transaction.  The scope of this work regarding this RFP is relevant to traffic safety management.	December 2020: Seven SpeedAlert24 Radar Speed Signs with seven ATS 5 trailers. April 2020: One InstAlert24 Messaging Sign. November 2019: One Shield15 Small Radar Speed Sign	\$171,020.72

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>We have a total 20 full time professionals dedicated to the Sales force with all of them being direct employees of All Traffic Solutions, INC. We have 8 territory representatives based in Hershey, PA, Dallas, TX, Phoenix, AZ, Lake Mary, FL, Elburn, IL, Charlotte,NC, Cambridge, MA, and Puyallup, WA. They provide efficient and reliable services across all 50 states, all U.S. Territories, and Canada. We also have 4 Sales Development Representatives who provide additional coverage for all sales activities. Our 3 Account Managers oversee existing customer accounts alongside managing our software subscriptions and services. We also have one Inside Sales Manager who reinforces sales activities and pursues communications with prospects who we have not been able to get into contact with in the recent past. Our inside sales representative also handles Canadian customers and contacts. Sales is led by our Vice President of Sales and Marketing and supported by our Sales Enablement team of 3.</p>
27	Dealer network or other distribution methods.	<p>We primarily sell directly through our company</p>
28	Service force.	<p>All Traffic Solutions, INC directly employs 8 full time Technical Support professionals who are all based in the United States. 5 employees are responsible for Technical Support, while we also have 3 other staff for repairs and maintenance. Our Technical Support team is led by the Director of Customer Success &amp; Technology. In addition to providing technical support to customers, the Director of Customer Success &amp; Technology is constantly improving and maintaining the quality of support proactively. The Director of Customer Success &amp; Technology tracks technical support case metrics such as number of cases and time it takes to respond to cases, to ensure a smooth experience for our customers. We also employ 4 Technical Support Specialists who actively respond to all Technical Support phone calls and emails within two hours or less from time of support requested to ensure our customers' receive the help they need. We also have a full time employee who is a Software Trainer, servicing our customers through various methods. The Software trainer actively creates video and written content in addition to conducting real time training for all software users. Our Technical Support employees are integrated via customer relationship management system, and provide visibility to all customer service requests for our Sales and Production teams. This system also tracks and communicates key information between teams, such as; stage of a support case, time to respond to a support request, contact information, parts numbers for repairs or additions, and much more. For any repairs or maintenance, a customer can reach out via phone, email, or website to our Technical Support team. Technical Support responds to the customer to receive details and creates a case in our database. If repairs are necessary and the product has a valid warranty, a return merchandise authorization process is conducted and shipping labels along with packages are sent to the customer free of charge. Once the product in need of service is received at our Production facility in State College, PA, our Repair and Maintenance team performs diagnostics and notifies the customer of any repairs needed. Once the customer is notified and gives their approval, the Repair and Maintenance team performs necessary services on the product. After testing the product for any defects, it is shipped back to the customer. Technical Support and Account Management maintains constant communication with the customer to ensure satisfaction with the product after the repairs or services have been performed. All Traffic Solutions, INC provides electronic and hard copy training manuals on our products to customers for reference at any time.</p>



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Traffic Solutions has a detailed and defined distribution process that allows us to manufacture and deliver our products nationwide and to Canada, with a 2-4 week delivery timeline. To start the process a Sourcwell participating entity may reach out to All Traffic Solutions via phone, email, or website. Then they will be directed to the All Traffic Solutions Territory Manager that serves their geographic area to help get the best configurations for their signs, mounting, power, and software for their needs and generate a quote for that configuration and send it to the Sourcell participating entity. The sales order is only placed when a participating entity returns a signed quote to the Territory Manager. Once the signed quote is returned, the sales order is then communicated to our Director of Order Management (Production Director) and her team for review and processing. The order is then processed into our accounting application in our customer relationship management system. The production team then tracks the lifecycle of manufacturing the product. Once the product is shipped, all stakeholders are notified by our Director of Order management. Each product is tested with the specific purchased functionality per the customer's sales order prior to packing and shipping. All Traffic Solutions, INC tracks orders that have required fulfillment dates in our customer relationship management system in order to assure that all deliveries are made by the dates they are needed. All orders directed to All Traffic Solutions, INC are fulfilled by All Traffic Solutions, INC.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our Service Level Agreement response time is within two hours if the service request is within business hours. If customer service requests are outside of business hours, we respond the next business day in the order that the call is received. Our support hours are from 8am to 6pm eastern time, Monday through Friday. Any Sourcwell participating entity will be able to place customer support requests via email, website, or a phone call. Incoming service requests create notifications for our Sales Representatives in addition to notifications for our service team, to expedite any service requests, provide context, and a point of familiarity for Sourcwell participating entities. The respective Sourcwell participating entity is also automatically notified that their service request is received and a Technical Support Specialist is working on it. Technical Support will stay in constant contact with the Sourcwell participating entity for the lifetime of the case, providing updates. We also have remote diagnostics capabilities with customers who have signs equipped with TraffCloud remote management capabilities. The Director of Customer Success & Technology oversees the customer service team and tracks monthly and quarterly performance indicators such as case lifetime and response time in order to grow and develop to better serve our customers. He also ensures that all customer support inquiries are responded to within two hours, as these metrics are readily available in our customer relations management system.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	We are willing and able to provide products to all 50 states from our production facility in State College, PA. We execute delivery timelines within industry standards, currently having a 2-4 week timeline between placement of a purchase order and delivery of the product. Our production team consists of 7 manufacturers and one shipping employee. We are willing to service all Sourcwell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We are willing and able to provide our products and customer service to all Sourcwell participating entities in Canada. We have been very able to produce in our State College, PA and deliver directly to Canadian customers. Within the past three years we have seen consistent business with law enforcement agencies in Canada such as Regina Police Service of Saskatchewan, Saskatoon Police Department of Saskatchewan, Saanich Police Department of British Columbia, and more. We also are owned by Logix ITS, based in Quebec, Canada who is now an official distributor of our products in Canada. We are forecasting \$750,000 in Canadian sales within the next 12 months.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Traffic Solutions, INC is willing and able to serve all geographic areas in the United States and Canada.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Traffic Solutions, INC is willing and able to serve all participating entity sectors. We are not limited by any contract or regional obstacles to service any industry who needs our products or services.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	All Traffic Solutions, INC will not apply any specific contract requirements or restrictions on participating entities in Hawaii, Alaska, or any of the U.S. Territories. We have customers from the past 3 years (January 1, 2019 - December 31, 2021) in Hawaii, Alaska, and Puerto Rico.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p> <p>Our Marketing and Sales Enablement Teams collaborate to contextualize the contract information as it pertains to all end users, for both internal and external users. Through internal training, marketing materials creation and updates, and other written forms of communication, we share critical information with Sales, Production, and Finance. Examples of critical information shared are contract legal language and technicalities, critical dates, prices affected, and product bundle updates. This enables our Sales Team and Marketing Team to collaborate on most efficient campaigns to maximize relative information exposure.</p> <p>Our customer relationship management database has hundreds of thousands of relative contacts to whom we communicate with consent. This allows our outreach to be implemented with relevance as we can segment our contacts in a multifaceted manner for Sales and Marketing outreach.</p> <p>In addition to creating and updating marketing materials, such as, our Cooperative Purchasing Options guide and webpage that includes all important information for our contracts, we also plan and execute marketing campaigns to promote any new contracts. In the case of Sourcewell, we would launch a multi-channel campaign via email, social media, our website, and trade shows.</p> <p>Email Marketing - We have a strong email channel for pipeline generation due to our database, our personnel talent and our fast-paced environment. We will identify the best target personas in our database that will benefit from purchasing our products leveraging Sourcewell. We will send multiple emails announcing the contract, sharing additional information on how they can leverage the contract, and offer them to connect with a representative for any additional help.</p> <p>ATS website - We have a strong web presence, especially with law enforcement and other public safety agencies. Through brand awareness, referrals, organic search, paid advertising and return customers we get an average of 10,000+ visitors per month. We will ensure that our Sourcewell contract information is included in our Cooperative Purchasing webpage, which is one of top 10 most visited page on our website, and any other relevant web pages and blogs, such as our Law Enforcement Solutions webpage, Higher Educations Solutions webpage, and our Cooperative Purchasing blog.</p> <p>Trade shows - we exhibit at around 50 conferences per year in the US and most are law enforcement events. We will display any Sourcewell flags/banners or other materials provided by Sourcewell at our booth as soon as we receive them and also integrate the logo and contract number when we create new product trade show banners for 2023. We will also update our print collateral to include our Sourcewell contract information.</p> <p>Social Media - we will announce our Sourcewell contract and share any relevant content we create, such as, a press release, landing pages and blogs via LinkedIn, Facebook and Twitter.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We use time sorted data, from yearly to daily, of performance metrics such as contract sales growth. We are capable of tracking interest and prospects which come in through our marketing efforts, and adjust our approach according to the results. For example, we have historically offered various webinars to law enforcement and education entities via email marketing to inform our customers of pertinent topics. Another example is industry or geography specific marketing, to ensure contextualization of information provided to our customers. Our customer relationship management database metadata hygiene is constantly monitored to produce quality reports usable by any ATS member. One example is our use of the NeverBounce application to ensure our emails are valid and relative, given the high turnover rate for email addresses per user.</p> <p>In addition to using Salesforce as our customer relationship management (CRM) system to track overall marketing performance, access customer activity data, and ensure data accuracy and hygiene, we use other various digital tools/technology to enhance our marketing effectiveness. Most of these tools provide key metrics and other metadata as they relate to each tool's function(s), which allows us to further optimize our performance for different activities. The technology tools and an overview of how we use them along with the data they provide are below.</p> <p>HubSpot's Content Management System (CMS) - we create, share, manage and track all marketing email campaigns, web form submissions and chatbox communication, and social media channels through HubSpot. As one of the top marketing tools in the market, this robust platform provides massive amounts of data in relation to user activity and key performance indicator metrics (KPIs) for each channel and activity mentioned above. Our Marketing team utilizes this data to continuously make improvements to our campaigns,</p>



activities and our prospects' experience. Further, this tool allows us to easily perform A/B tests and use marketing automation to do more with the content we have, learn from test results to incorporate the findings for new content creation and ultimately improve our prospects' and customers' experience. Lastly, HubSpot is integrated with Salesforce, our customer relationship management system, which gives our Sales Team easy access to prospect and customer activity within Salesforce, and allows the Marketing Team to track performance of each lead generated up to the closing of a sale. This allows Marketing and other teams to know how much revenue each campaign helps generate.

Wordpress, Yoast Search Engine Optimization (SEO), Google Analytics, Google Search Console, SEMRush digital tools - we use these different tools to enhance our AllTrafficSolutions.com website.

Wordpress and Yoast SEO - we use this website Content Management System (CMS) to make all website updates. We have a plug-in, Yoast SEO, that checks the content of each page to ensure we are following search engine optimization best practices before publishing a page. For example, it asks for your targeted primary keyword on the page and scans the content on the page and its meta description to ensure you are including the keyword the recommended number of times and in the right places.

Google Analytics - we use this tool to track all of our website traffic volume by medium (ie. organic search, direct traffic, email, paid advertising, social media, referral etc.), source (ie. google, bing, Facebook, email campaign etc.), campaign, device type and more. This gives us visibility into how visitors are getting to our site to ensure we are focusing in the right places and to identify areas of improvement. Furthermore, this tool also gives key web traffic metrics like pageviews, average page time-on-site, and the bounce rate for all webpages on our site. This is helpful to know which pages get the most visits, whether visitors are finding the information they are looking for, and if the traffic to each page is increasing or decreasing overtime in order to make improvements accordingly.

Google Search Console and SEMRush - we use these tools to track and improve our search engine optimization efforts. Google Search Console is used to access information about how each of our pages are ranking through Google's search engine by providing the keywords we are ranking for, their positions, and the number of clicks we are getting for each webpage. We use this information to track organic traffic performance. SEMRush provides similar web traffic information but also has other tools to make it easier to improve our organic search rankings. For example, it has a 'Keyword Magic tool' that allows us to find keywords that are relevant for new webpages and gives us the number of times they are being searched and a score of how easy or difficult they are to rank for them so we can strategically decide what keywords we want to go after for our web pages and blogs.

Other technology and associated data - we are constantly testing new tools that can help us reach our goals. For example, we have tested Hotjar, a tool that gives you visual information of the areas on your web pages that users are clicking on the most, which can help with improving the user experience. We also plan on integrating an automated scheduling tool into our marketing campaigns so that those who want to schedule a demo can do so in a couple of clicks – eliminating the need to connect with a representative to lock in a time. Additionally, we do paid advertising through Google, Microsoft and Facebook. Their paid advertising platforms also give us access to a lot of data in relation to the different campaigns we run. We use that data to continuously improve our paid advertising efforts.

38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>In our view, Sourcewell's role in promoting contracts from this RFP is to provide a well organized platform which increases access to vetted information and of higher quality to their entities. We are dedicated to providing pertinent information of value to our customers so they can make their best decisions, which is why we believe Sourcewell is a fitting entity for All Traffic Solutions, INC to apply to a contract with. If any marketing content, such as logos, flags, or banners, are provided, they will be used by our Marketing and Sales teams to promote the contract.</p> <p>If All Traffic Solutions, INC is awarded this contract with Sourcewell, it will ensure a systematic and synergistic internal process to ensure that Sourcewell participating entities, Sourcewell, and All Traffic Solutions, INC has a flawless experience. The Sales Enablement Team vets any pricing information from the contract and communicates with the Vice President of Sales and Director of Production. The Director of Production then implements any price and production changes for quotes through our customer relationship management system. This ensures that everyone has access to the same pricing information at All Traffic Solutions, INC. Sales Enable creates reference and training materials which are approved by the Vice President of Sales. Training materials such as FAQ documents, contract use summary, price guides, and contact information are saved as separate files to an electronic Sourcewell folder which is accessible by every team. Training sessions are conducted virtually by our Sales Enablement team for our Sales and Marketing teams where they are walked through the contract material and resources. The Sales Enablement team is also available to answer any questions outside of the training sessions. Targeted lists of contacts are created for outreach. Territory specific contact reports are organized according to geography, customer or not, industry, and time are given to each respective Territory Sales Representatives and their Sales Development representatives. These reports are used by our Sales Team for direct outreach and email communications to inform our customers of contract information and usability. Our Sales Team also organizes informational sessions virtually or face to face to inform customers or interested parties. This effort by the Sales Team is aided by the collateral created by the Marketing Team, such as informational brochures, webpages, landing pages, and webinars. Marketing updates our Cooperative Purchasing webpage, adds the Sourcewell approved logo, and conducts press releases. The performance of these activities are measured by technological applications such as Google Analytics and SEMRush, which allows Marketing to make continuous improvements to marketing materials relative to this contract. Based on the contract information, Marketing identifies the personas who will benefit the most from leveraging this contract from the database to send communications to. The email campaigns communicate pertinent information about the contract and offer to connect any Sourcewell participating entity to a Sales Representative. As we continue to attend trade shows, Marketing updates any print material, such as banners and brochures, to reflect the contract information. The Marketing Team also updated social media sources like Facebook, Twitter, and LinkedIn with any relative blog posts, landing pages, press releases and other forms of media. The multifaceted approach by Sales and Marketing gives maximum coverage to all relative prospects. Any interested party is offered a quote by our Sales Representatives, from our updated database pricing list. Quotes can be requested on our website, via email, phone, or in person. The quote itself tracks information which is identifiable by Finance, Sales, and Production as a contract order. If the quote is confirmed, a purchase order is communicated from Sales to Production. The Production Director reviews the purchase order and authorizes it for manufacture. The customer is provided updates from our production team throughout the lifecycle of the manufacturing. After testing the product, it is shipped to the customer. Technical Support and Account Management communicate with the customer after the product is received to ensure training and support. The Production Director keeps track of all contract sales in forms of reports in order to fulfill contract reporting requirements and correct administrative fee payments.</p>
39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>All Traffic Solutions products and services are not currently available through an e-procurement ordering process. All orders are taken through our Territory Managers, Account Managers and Customer Success Representatives. We find that this helps customers get the most custom products and services possible in the most efficient way. Oftentimes without talking through sign, mounting, power and data collection or display features, customers may not have all the information they need to know exactly what fits their needs best or how to configure it at the lowest possible cost. All Traffic Solutions, INC operates its Sales and Production teams under company ownership. We pride ourselves in providing fast response times through our Territory Sales Representatives, who are aided by Sales Development Representatives. All Traffic Solutions, INC also has a transparent automated process in place to ensure that we are being responsive to customer requests for information and quotes.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
-----------	----------	------------

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our training is always free and included with any purchase. Training is not required but is heavily recommended and offered repeatedly by our Software Trainer or Customer Success Representative. Customers are walked through hardware product usage and set-up by our Territory Managers or Technical Support Specialists. We also provide comprehensive user manuals for reference to every product, and customers are always encouraged to reach out if they need any assistance. We have a dedicated Software Trainer who is directly employed by All Traffic Solutions, INC and provides extensive training to all TrafficCloud users. TrafficCloud is our cloud-based remote traffic management system. Our 1-hour training sessions are designed to assist our customers with efficiently managing their signs. Our customers have said that this training program, along with TrafficCloud itself, will help them quickly respond to neighborhood speed complaints, calm traffic in areas with known speeding issues, direct traffic during scheduled and unplanned events, and review traffic data for enforcement and planning. So training gives them the resources to remotely configure their signs for on demand or scheduled display settings. It also allows them remote immediate access to GPS coordinates & tamper and battery notifications for peace of mind. Our Software Trainer is also actively collecting feedback and creating youtube videos on our products for ease of use by our customers. Account managers track customers who have not received training and work with them to set up an appointment. Account managers reach out consistently and repeatedly to ensure a response. There is no additional cost to TrafficCloud training, nor remote hardware training. All Traffic Solutions, INC also provides electronic and hard copy training manuals on products. An example of our training video can be found at this link: <a href="https://www.youtube.com/playlist?list=PLDyINZ1aX59RFwaSsjEEiSr4PZlbi--B">https://www.youtube.com/playlist?list=PLDyINZ1aX59RFwaSsjEEiSr4PZlbi--B</a>	*
41	Describe any technological advances that your proposed products or services offer.	At All Traffic Solutions, INC we approach traffic calming solutions with ingenuity and integrity. Law enforcement is a major portion of our current and historical customer base, and our services and products developed with them in mind. All Traffic Solutions holds US Patent 8,417,442 for our industry-leading SmartApps™ technology, which delivers unique cloud-based management features and functionality. We were the first company to use connected sensors to collect and transmit traffic data to a centralized database, allowing users to generate up-to-the-minute reports over the Internet. This allowed increased access to better data for law enforcement departments, small or large. We also changed the game with TrafficCloud, our secure, web-based traffic management solution that lets users take control of their resources, equipment and data from anywhere, using any mobile device—for smarter decision making, better outcomes and increased return on investments. We have recently introduced an efficient line of solar products which reduces costs, increases availability, and usability for all customers. All Traffic Solutions, INC understand traffic safety management requires a multifaceted approach, in which law enforcement departments interact directly with civilians and often lead multi-department cooperation efforts. Our hardware products, such as speed radar signs, help police departments save on resources and provide more accurate data directly to their constituents. Once our hardware is coupled with our remote management technology, TrafficCloud can offer insights and usability beyond day to day traffic management. Access to secure and accurate traffic data from TrafficCloud can be used to implement and track key metrics of traffic safety programs, while also sharing the data and resources between departments to justify safety measures, acquire budgets, and apply for funding and grants. All Traffic Solutions, INC provides a holistic turnkey solution for traffic management which law enforcement can use to implement short-term solutions in addition to planning for the best day-to-day and future outcome for traffic safety management.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	All Traffic Solutions, INC is not certified by agencies for “green” initiatives. However, All Traffic Solutions implements several “green” practices in awareness for our environment. All Traffic Solutions, INC operates minimally with printing and prioritizes paperless communications and documentations. As a result, we also order very little office products. Many of our positions in Sales and Sales Operations are flexible to be remote. All Traffic Solutions, INC remains flexible with remote employees which decreases travel cost and emissions.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All Traffic Solutions, INC offers solar power as an option for every single sign we sell. We have recently launched an integrated solar line of speed and message signs, which improves battery capacity and mobility for each sign. This helps our law enforcement customers to use our products with greater flexibility and ease as the sign does not need to be uninstalled or moved to be charged, saving time and resources. This also helps all of our product users save on electricity and ultimately leaves a smaller carbon footprint. All Traffic Solutions, INC does not hold third-party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	All Traffic Solutions, INC does not hold certifications for WMBE, SBE, or Veteran Owned Business.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	All Traffic Solutions, INC has been providing holistic and turnkey solutions to traffic management and safety technology. We provide traffic signage hardware alongside a cloud-based management platform for access to key traffic safety data. We are here to provide solutions that are affordable and built-to-last. Our Cloud-Based technology allows for effective communication between the end user and their audience. Our law enforcement customers find it exceedingly helpful that they can communicate complex traffic data in an understandable way for everyone to see, while saving on vital resources that would have been used to gather the same amount and quality of data. The data collected can also be used for future budget justifications, grant applications, and identifying key risk areas. This is easy to do with TrafficCloud, as data can be shared easily between municipal departments or any authorized users. All Traffic Solutions, INC is an industry leader who provides a traffic safety management economy to manage and get the most out of all traffic safety products our customers use.	*
----	--	--	---

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all products, parts, and labor. We cover shipping on warranty issues as well. We cover manufacturing defects for up to 3 years. We also provide a premium warranty program known as Premier Care. It provides a warranty for the duration of the product lifetime if the product is subscribed to TrafficCloud.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose usage restrictions or other limitations that adversely affect coverage. We do not cover accidental damage or acts of god. We cover all manufacturing defects.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do all repairs at our repair center, and products are sent in to us via prepaid shipping labels. We do not typically send technicians on site. We do rely on some help from the customer for diagnostics, unless the product they own is serviceable remotely. Our warranty covers any shipping expenses.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We do not typically provide technicians on site as there are remote and ship-in solutions available for customers. Our Customer service department communicates with return merchandise authorization (RMA) through our database and direct contact. The product needing service is checked for warranty. Upon verification of a warranty, return box and labels are sent to the customer for shipment to our facility free of charge. Products are then received, diagnosed, and repaired by our repair and maintenance team. The product then is shipped to the customer for no charge, contingent on warranty.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	ATS honors our warranty on all provided third party manufactured products up to one year.	*
51	What are your proposed exchange and return programs and policies?	We do not provide returns or exchanges without prior approval of the VP of Sales and Controller. There is typically a restocking fee applied if there are any returns or exchanges approved. There is no set percentage for the restocking fee.	*
52	Describe any service contract options for the items included in your proposal.	Premier Care is an option provided in addition to the standard warranty service. If a product is subscribed to Traffic cloud, they are eligible to upgrade to a perpetual warranty over the lifetime of the product. A document is attached detailing the PremierCare plan with the warranty attachments. This warranty option also allows for discounts on various repairs if they should fall outside of the warranty.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	NET30 (payment is due in 30 days after invoice date) Invoicing occurs upon shipment (FOB Seller's Loading Dock) Accepted payment methods: Check, ACH (Electronic), Wire, and Credit Card	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We do not lease nor provide financing options for our products and service offerings.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We require a purchase order or signed quote, and sales tax exemption form (or statement that organization is not sales tax exempt). A sample quote is attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept varying forms of credit card transactions, as long as the transaction can be processed as VISA, MasterCard, or American Express.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All Traffic Solutions provides a line-item discount pricing model for all hardware and software. The excel file attached provides the item number, item description, the list MSRP price, freight charges, discounts applied, and the Sourcwell discounted price
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	A discount rate of 10.5% is applied to all line-items after a freight charge has been added to the line-item price.
59	Describe any quantity or volume discounts or rebate programs that you offer.	All Traffic Solutions, INC provides volume discounts on orders with 10 or more units. All Traffic Solutions, INC also offers a trade in program. We do offer trade in credits should the end user decide to trade in old equipment, either from a competing manufacturer or All Traffic Solutions, INC. The credit is provided on a case by case basis to make it easier for our customers to be flexible with their transactions.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All Traffic Solutions, INC proposes to provide quotes on a case by case basis for "nonstandard items" and "sourced" products.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All elements of the total cost of acquisition are included in the pricing submitted with this response. Training is free and encouraged actively by our Sales, Technical Support, and Account Management teams. Freight is also included in the discounted Sourcwell price provided.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any freight and shipping charges are included in the final discount price provided to Sourcwell.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use Fedex freight to ship to Alaska, Hawaii, and Canada. The discounted price offered to Sourcwell in this contract includes freight and shipping charges for Alaska, Hawaii, and Canada.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All Traffic Solutions, INC continues to cater to the sense of urgency needed by our law enforcement customers. We can offer a standard product delivery time of 2-4 weeks within the United States and Canada with the current delivery process. All Traffic Solutions, INC is the only company that provides a "white-glove" delivery service for radar speed and message trailers. Majority of our speed and message trailers are delivered by our "white-glove" delivery service. Upon delivery, a driver contracted by All Traffic Solutions unloads the trailer. At that time, the delivery driver provides a brief overview of the products ordered to help our customers feel comfortable operating their new equipment.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Our standard discount is 8% and for This Sourcwell Contract we are offering 10.5 percent.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>All Traffic Solutions, INC has an internal audit process between Sales, Production, and Sales enablement teams to ensure accuracy and punctuality of contract activities. When the contract is awarded, our sales enablement team communicates the prices and items approved by the contract to our Production Team. The production director updates all relevant pricing in our customer relationship management system. The contract price updates in our database are then verified by the Sales Enablement teams. After prices have been matched between our customer relationship management system and the awarded contract document, the Sales Enablement team sends out communications about usability and resources available to help promote the contract accurately. The communication is sent to Sales and Marketing teams. This process is verified by our VP of Sales for accuracy and transparency.</p> <p>Our Production Director maintains quarterly reports of all contract related sales orders. Anyone inputting a sales order into our customer relations management system uses the same sales order template which requires a field to be filled out for contracts used in the sales. In the sample quote attached, it can be seen in the top left corner of the first page. We are also able to track contract opportunities at different stages. This report is verified by Sales Enablement to reflect up-to-date information. Our Controller and Finance Team use the same database to keep track of all invoices and purchase orders needed to verify contract sales volume reports. Finance works with Production and Sales enablement to remit the administrative fee payments to contracts' account receivable.</p> <p>The Sales Enablement team also keeps track of any contract and reporting requirements, deadlines, and contacts to stay proactive and meet all contractual obligations. This is done through implementation of online calendars, resource folders, information and training sessions, and a well-kept customer relations management system.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We create reports for each contract we are on to show the number of opportunities that have converted to sales orders for each. This not only helps with compliance but also measuring the success of being on the contract. We also like to look at the number of opportunities created, even if they have not come through as purchase orders yet. In these reports we will be interested in the number of opportunities, the dollar amount, number of total accounts, number of new accounts, and the sub-industries represented. Within these reports we will be looking at year-over-year numbers to see if our customers are using the Sourcewell contract more over time. The reports generated are modifiable to analyze daily, weekly, monthly, and quarterly metrics. These reports are also usable by Marketing to gain insights into activities such as email campaigns, social media presence, and website optimization.</p> <p>We will also get qualitative information from our Sales Representatives on ease of use, Sourcewell brand recognition, and acceptance by prospects and clients. Marketing is also involved in running informational campaigns and reporting metrics which reflect performance such as number of new contacts through outreach. These campaigns are run through email, our website, social media, and trade shows.</p>

68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To offer a competitive administrative fee to Sourcewell for facilitating, managing, and promoting the contract, we reviewed the average administrative fee paid to our existing contracts. Our current awarded contracts require a quarterly administrative fee that is a percentage of contract relative sales. The only exception is the PA COSTARS contract, which is a flat yearly fee. Our average administrative fee rate is 1.11%. We would like to offer Sourcewell a quarterly administrative fee of 2% on all sales orders from this contract.
----	--	--

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Shield: All Traffic Solutions offers Shield radar speed signs in two sizes— the Shield 12 and the Shield 15. These signs display drivers' speeds as they approach the sign, and can flash an optional strobe light at drivers traveling above the posted speed limit. This catches drivers' attention and warns them to slow down. Making drivers more aware of their speed in this way has shown to be an effective way to reduce speeding. These signs also collect speed and traffic volume data. This data helps law enforcement agencies identify speeding problem areas and prioritize where to deploy officers for speed enforcement. Shield signs are most commonly used by law enforcement to resolve neighborhood speeding complaints, which they receive very regularly.</p> <p>Shield signs are lightweight and easy to install on roadside signposts. This makes them very portable and easy to move around to address speeding in different areas as needed. Shield signs are extremely durable, and have aced radar accuracy, power recovery, autonomous battery operation, and crash resistance tests. They're shatterproof, graffiti-resistant, and can withstand 150-mph winds and inclement weather such as ice, snow, and heavy rain. They can last for a decade or more of use. Shield signs also come with flexible power options. They can come battery-powered, or with integrated solar power. Integrated solar eliminates the need to remove batteries from the sign for recharging, making the sign even easier to set up, maintain, and move around if needed.</p> <p>InstAlert: InstAlert variable message signs are thoughtfully engineered to be the most portable, durable, and easy-to-use variable message sign on the market. These electronic signs can be programmed to display up to six different screens of custom text and/or graphics. Because they are large and bright, they are effective tools for quickly and easily sharing information with the public. Since they can be programmed to display whatever type of message the user wants, they are extremely versatile and are used in a wide range of situations. InstAlert is popular not only among law enforcement but also emergency management agencies, colleges and universities, municipalities, parks, public works departments, and more. They are commonly used to notify people of changing traffic patterns, to share safety alerts, and to promote events. The sign comes in two sizes, the InstAlert 18 and the InstAlert 24. The InstAlert 24 is the only variable message sign on the market that folds in half. This makes it very easy to transport since it can fit in the trunk of a car. InstAlert is also lightweight compared to other variable message signs and has versatile mounting options. One person can easily mount the sign on a portable post, pole, trailer, or vehicle hitch in just a couple of minutes. Once the sign is set up, there is the option to program messages online through TrafficCloud®. This saves customers time because they don't have to be anywhere near the sign to change the message display.</p> <p>InstAlert signs are built to last for a decade or more of use. They are shatterproof, graffiti-resistant, and able to withstand high winds and inclement weather. InstAlert is offered with flexible power options including lithium battery, AC power, or solar power. The InstAlert 18 is also available with integrated solar power.</p> <p>SpeedAlert: SpeedAlert radar message signs combine the features of a variable message sign with those of a radar speed sign, making them incredibly versatile. They display the speed of approaching vehicles along with speed-dependent messaging. Speed-dependent messages are custom messages that are triggered by drivers traveling at different speeds. If a driver is traveling over the speed limit, the sign can display a message warning the driver to slow down. If a driver is traveling at or below the speed limit, the sign can display a message thanking them for driving safely. The sign also has flashing red and blue strobe lights that can be programmed to flash at speeding drivers, grabbing their attention fast. Aside from these speed-dependent messages, SpeedAlert can also be used as a regular message sign to display any other type of custom message.</p>



In addition to messaging features, SpeedAlert also collects speed and volume data. The combination of radar feedback, variable messaging, and data collection make it the ultimate multipurpose traffic safety tool for law enforcement. It can be used to do anything from directing traffic, to conducting traffic studies, to resolving speeding complaints. The fact that SpeedAlert can perform these tasks gives law enforcement agencies more bandwidth to focus on their many other responsibilities.

Trailers: All Traffic Solutions offers two models of trailers to mount radar speed and message signs on. The ATS 3 trailer is compatible with the company's smaller signs, including the Shield 12 and Shield 15 radar speed signs, the SpeedAlert 18 radar message sign, and the InstAlert 18 variable message sign. On the ATS 3 trailer, the sign is mounted on a pole that can be rotated 360 degrees to point the sign in any desired direction. This lower-profile trailer is ideal for calming traffic in areas where the speed limit is under 45 mph and resolving neighborhood speeding complaints.

The ATS 5 trailer better accommodates All Traffic Solutions' larger signs, such as the InstAlert 24 and the SpeedAlert 24. Because it is compatible with larger signs, it is perfect for reducing speeding and sharing messages on roads with speed limits up to 55 mph. This trailer can come equipped with a red and blue strobe bar that flashes at speeding drivers. It can also come equipped with an automatic license plate recognition (ALPR) camera, or with a socket built in so customers can easily attach a camera of their own choosing.

ATS trailers are thoughtfully engineered to be easy to use, transport, and deploy. No special equipment is needed to transport them—they can be towed by any size vehicle with a standard 2" receiver hitch. Most All Traffic Solutions trailers are still in use after 10 or 15 years of year-round use. The continuous weld steel frame and marine-grade powder coat finish withstands heavy rain, snow, ice, and extreme temperatures without rusting.

StatTrak: The StatTrak vehicle counter classifier is a low-profile tool that collects traffic data. It is a small box-shaped device that can easily be attached to an existing signpost. StatTrak records over 99% accurate vehicle counts as well as basic vehicle classification (small, medium, and large). The device can gather data from two incoming and two outgoing lanes when mounted on a median. When mounted roadside, it can record data from one incoming and one outgoing lane, or two incoming lanes.

This data is valuable to law enforcement because it collects data without influencing drivers' behavior. It tells them how fast drivers usually travel in particular areas, which helps them decide where to add additional speed enforcement such as an officer in the field or a radar speed sign. This data also provides insight into traffic patterns, which helps municipalities in the planning process of road construction projects.

StatTrak is capable of recording and storing data on 100,000 individual vehicles, which is downloadable in two minutes. The internal battery of the StatTrak has a run time of two weeks, but unlimited run time is possible with the solar option, even during cloudy and wintry conditions. StatTrak is compatible and recommended with TraffiCloud so that data can be accessed online, but data can also be received locally if necessary.

TraffiCloud®: All Traffic Solutions' patented TraffiCloud® remote management software is available as an annual subscription service. TraffiCloud saves customers a lot of time by allowing them to access and monitor their All Traffic Solutions devices from anywhere on a central online platform. They no longer have to travel to locations where signs are deployed to check on them, download data, or change settings. TraffiCloud has a user-friendly visual interface that lets the user see their entire traffic safety program at a glance.

Data collected by Shield radar speed signs, SpeedAlert radar message signs, and the StatTrak counter classifier is automatically uploaded to TraffiCloud®, so subscribers can view the data in real time. TraffiCloud also compiles the data into reports that display the data in easy-to-read charts, tables, and graphs. These reports are extremely valuable to law enforcement. They show where speed enforcement needs to be prioritized, and they can be easily shared with community members to clear speeding complaints and prove that a particular speeding problem has been solved. Customers can download these reports whenever they like, or they can set them up to be automatically delivered to their email inbox on a regular basis.

TraffiCloud users can also set text (SMS) or email alerts to automatically notify them of low battery levels, tampering, or high-speed violators. If a SpeedAlert or InstAlert sign is tampered with, the sign will also automatically capture an image that can be

		<p>immediately viewed through TraffiCloud® for awareness. Since tampering and theft are major concerns for law enforcement, TraffiCloud also tracks the location of a customer's All Traffic Solutions signs. As long as the signs are powered on, their real-time location and status is shown on an interactive map.</p> <p>Furthermore, TraffiCloud makes using message signs incredibly easy. Customers can create custom messages in TraffiCloud, or choose from an existing library of options. They can then send the message out to display on only one sign, or on multiple signs simultaneously. TraffiCloud even allows users to schedule messages in advance for specific days and times.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>All Traffic Solutions, INC seeks to provide products and services described above under the scope provided in solicitation details, which states, "Traffic safety enforcement equipment, devices, and instruments," as a type of solution stipulated. In addition, we provide software as a service which ties in all traffic safety equipment provided, along with training, services, and warranties (reference to section B.1.e. of the RFP).</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Law Enforcement duty gear	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
72	Traffic safety enforcement equipment, devices, and instruments	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide Speed and Message signs and trailers. We also provide count and classification devices. We also provide software for remote access, data organization/reporting, and traffic safety signage management ecosystem.
73	Crime scene management and evidence collection equipment and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
74	Tactical and EOD equipment (with the exception of those items excluded in subsections 2. or 3. of RFP)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Services related to the offering of the solutions in subsections above, such as training, installation, testing, maintenance, warranty programs, and technical support	<input checked="" type="radio"/> Yes <input type="radio"/> No	We provide TraffCloud as a service to Remotely manage and optimize usage of traffic equipment and data in one place – from anywhere – with our patented, cloud-based traffic management platform. Training to the use of this software is free and heavily recommended when acquired.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 76. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell Pricing - 2022 MW to CF v4 (1).xlsx - Monday August 29, 2022 11:56:09
  - [Financial Strength and Stability](#) - Financial Strength Letter.pdf - Tuesday August 16, 2022 15:03:13
  - [Marketing Plan/Samples](#) - Compiled with Table of Contents.pdf - Tuesday August 30, 2022 14:20:43
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Complete Warranty Information.pdf - Tuesday August 30, 2022 12:56:21
  - [Standard Transaction Document Samples](#) - Sample Quote.pdf - Monday August 29, 2022 11:28:20
  - [Upload Additional Document](#) - Compiled Binder for Products and Certification and Distributor Authirization.pdf - Tuesday August 30, 2022 14:21:23

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Werksman, Controller, All Traffic Solutions, INC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Law_Enforcement_Equipment_RFP_090122</b> Wed August 24 2022 02:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Law_Enforcement_Equipment_RFP_090122</b> Wed August 17 2022 04:20 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Law_Enforcement_Equipment_RFP_090122</b> Tue August 16 2022 09:33 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Law_Enforcement_Equipment_RFP_090122</b> Wed August 10 2022 07:59 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Law_Enforcement_Equipment_RFP_090122</b> Mon July 18 2022 04:34 PM	<input checked="" type="checkbox"/>	2



# Office of the Finance Director

City of West Haven  
 355 Main Street  
 West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	Sewer And Manhole Rehabilitation Construction Contract #5			
<b>City Agency</b>	Engineering			
<b>Vendor Utilized</b>	National Water Main Cleaning Company			
<b>Address</b>	25 Marshall Street			
<b>City, State, Zip</b>	Canton, Ma 02021			
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [2025-09] <input type="checkbox"/> State Contract [Enter State Contract #] <input type="checkbox"/> Cooperative Agreement [Enter Source Name and Contract No] <input type="checkbox"/> Sole Source <input type="checkbox"/> Other Source []			
<b>No of Bid/RFP Respondents</b>	2 National Water Main Cleaning Co (\$1,187,050)   Instituform (\$1,189,224)			
<b>Quote No('s) if applicable</b>				
<b>Source of Funds</b>	CT DEEP Clean Water Fund (Contract #761-DC)			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$1,187,050
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)</b>	Sanitary sewer rehab in Dawson Avenue. Area including lining of pipes, point repairs of broken pipes, raising of manholes, repair of manholes, lining of manholes, lateral sewers reconnections, sewer cleaning and tv inspection and pavement restoration to reduce infiltration and inflow thus reducing overflows and basement backups.			
<b>Department Submission [Name and Title]</b>	Abdul Quadir, P.E., City Engineer			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			





November 25, 2024

Honorable Dorinda Borer  
Town Hall  
355 Main Street, 3rd Floor  
West Haven, CT 06516

Re: CWF- 761-DC  
Dawson Ave Area Contract 5  
Contract #2025-09

Dear Mayor Borer:

We have received your request for authorization to award the Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation (Contract #2025-09) together with the accompanying bid information.

After reviewing the material submitted, we wish to inform you that all the Conditions and Assurances that needed to be met prior to authorization to award the contract have been fulfilled. The Department of Energy & Environmental Protection (DEEP) authorizes you to award the Dawson Avenue Area 5 Sewer and Manhole Rehabilitation (Contract #2025-09) to National Water Main Cleaning Company in the amount of \$1,187,050.00 of which all appears eligible for CWF financing.

After the contract has been signed, we will require an executed copy for our files.

Please advise this office of the date on which construction is started with a copy of the Notice to Proceed.

We call your attention to the matter concerning compliance with Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) requirements. Approval of the contract by this office is contingent upon the contractor meeting the respective goals of 3% and 5%. Present proposed utilization is:

Vendor	Amount	Status	Percentage
J. V. III Construction, Inc	\$ 35,611.50	MBE	3.0 %
Connecticut Traffic Control, LLC	\$ 59,352.50	WBE	5.0 %

The contractor is required to submit to the Grantee executed copies of the related MBE/WBE subcontracts within 14 days of the award of this contract. You are in turn required to submit a copy to this office as demonstration of compliance with MBE/WBE requirements. **No contractor payments will be processed by DEEP prior to our receipt of the executed MBE/WBE subcontracts that meet the goals of the Clean Water Fund Program (CWF).**

**Please be advised that no payments will be processed by DEEP until the CWF Project Loan and Project Grant Agreement is fully executed and closed.**

Should you have any questions, please contact Robert Chandler at 860-424-3428.

Sincerely,



Graham J. Stevens  
Bureau Chief  
Bureau of Water Protection and Land Reuse

GJS/ rc

e-copies: Abdul Quadir, City Engineer, West Haven (Abdul\_Quadir@westhaven-ct.gov)  
Joseph Laliberte, CDM Smith (laliberteJL@cdmsmith.com)  
Lindsey Donbavand, CDM Smith (donbavandll@cdmsmith.com)  
Robin Rittgers, DEEP Municipal Wastewater (robin.rittgers@ct.gov)  
Stacy Pappano, DEEP Municipal Wastewater (stacy.pappano@ct.gov)  
Kymberly Cianci, DEEP CWF Financial (kymberly.cianci@ct.gov)  
Robert Chandler, DEEP CWF Financial (robert.chandler@ct.gov)





SECTION 004113 - BID FORM

BID FORM  
TO  
CITY OF WEST HAVEN, CT

DAWSON AVENUE AREA CONTRACT 5  
SEWER AND MANHOLE REHABILITATION CONSTRUCTION

CONTRACT NO. 2025-09

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 101 East River Drive, Suite 1A, East Hartford, Connecticut 06108 and dated August 2024 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

If a Notice of Award accompanied by at least three unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within 120 days, excluding Saturdays, Sundays, and legal holidays, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

The undersigned hereby agrees that the Contract Time shall commence 20 days following the Effective Date of the Agreement and to fully complete the Work within 200 Calendar Days and in accordance with the terms as stated in the Agreement. Active construction shall be limited to 110 Consecutive Calendar Days. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,500 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

The undersigned acknowledges receipt of addenda numbered:

1

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
1a	<p><b>Furnish and Install 8-inch Cured-In-Place Pipe Liner of Existing Sewer</b>, including pre and post television inspection, preparatory cleaning, and bypass pumping, the "Per Linear Foot" price of:</p> <p><u>Forty Five</u></p> <p>dollars and <u>zero</u> cents (\$<u>45.<sup>00</sup></u>).</p>	LF	6,400	\$ <u>288,000.<sup>00</sup></u>
1b	<p><b>Furnish and Install 12-inch Cured-In-Place Pipe Liner of Existing Sewer</b>, including pre and post television inspection, preparatory cleaning, and bypass pumping, the "Per Linear Foot" price of:</p> <p><u>one hundred</u></p> <p>dollars and <u>zero</u> cents (\$<u>100.<sup>00</sup></u>).</p>	LF	80	\$ <u>8000.<sup>00</sup></u>
1c	<p><b>Point Repair of Existing 8-inch Sanitary Sewer at All Depths</b>, including up to 10 linear feet of pipe, the "Per Each" price of:</p> <p><u>Fifteen thousand</u></p> <p>dollars and <u>zero</u> cents (\$<u>15,000.<sup>00</sup></u>).</p>	EA	21	\$ <u>315,000.<sup>00</sup></u>
1d	<p><b>Point Repair of Existing 12-inch Sanitary Sewer at All Depths</b>, including up to 10 linear feet of pipe, the "Per Each" price of:</p> <p><u>Fifteen thousand</u></p> <p>dollars and <u>zero</u> cents (\$<u>15,000.<sup>00</sup></u>).</p>	EA	1	\$ <u>15,000.<sup>00</sup></u>
1e	<p><b>Point Repair of Existing 8-inch Sanitary Sewer at All Depths</b>, beyond 10 linear feet of pipe as specific in Item 1c, the "Per Linear Foot" price of:</p> <p><u>Four hundred Forty</u></p> <p>dollars and <u>zero</u> cents (\$<u>440.<sup>00</sup></u>).</p>	LF	90	\$ <u>39,600.<sup>00</sup></u>

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
1f	<b>Point Repair of Existing 12-inch Sanitary Sewer at All Depths, beyond 10 linear feet of pipe as specific in Item 1d, the "Per Linear Foot" price of:</b> <u>Four hundred Forty</u> dollars and <u>zero</u> cents (\$ <u>440.<sup>00</sup></u> ).	LF	10 (token)	\$ <u>4400.<sup>00</sup></u>
1g	<b>Removal of Existing Protruding Taps, the "Per Each" price of:</b> <u>Five hundred</u> dollars and <u>zero</u> cents (\$ <u>500.<sup>00</sup></u> ).	EA	1	\$ <u>500.<sup>00</sup></u>
1h	<b>Reinstate Active Service Connections after CIPP Lining, the "Per Each" price of:</b> <u>Three hundred</u> dollars and <u>zero</u> cents (\$ <u>300.<sup>00</sup></u> ).	EA	124	\$ <u>37,200.<sup>00</sup></u>
1i	<b>Grout Active Service Connections after CIPP Lining and reinstatement, the "Per Each" price of:</b> <u>one hundred fifty</u> dollars and <u>zero</u> cents (\$ <u>150.<sup>00</sup></u> ).	EA	124	\$ <u>18,600.<sup>00</sup></u>
1j	<b>Grout Compound to Reinstate Active Service Connections beyond minimum 7 gallons after CIPP Lining, the "Per Gallon" price of:</b> <u>one</u> dollars and <u>zero</u> cents (\$ <u>1.<sup>00</sup></u> ).	Gallons	250	\$ <u>250.<sup>00</sup></u>
1k	<b>Furnish and Install Full Wrap Top Hat, the "Per Each" price of:</b> <u>one thousand three hundred</u> dollars and <u>zero</u> cents (\$ <u>1300.<sup>00</sup></u> ).	EA	5 (token)	\$ <u>6500.<sup>00</sup></u>

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
2a	<p><b>Raise Buried Manhole Frame and Cover to Grade</b>, the "Per Each" price of: <u>one thousand eight hundred</u></p> <p>dollars and <u>zero</u> cents (\$ <u>1800.<sup>00</sup></u>).</p>	EA	10	\$ <u>18,000.<sup>00</sup></u>
2b	<p><b>Remove Existing Manhole Frame and Cover and Replace with Standard Frame and Cover</b>, the "Per Each" price of: <u>two thousand two hundred</u></p> <p>dollars and <u>zero</u> cents (\$ <u>2200.<sup>00</sup></u>).</p>	EA	84	\$ <u>184,800.<sup>00</sup></u>
2c	<p><b>Remove Existing Manhole Frame and Cover and Replace with Watertight Frame and Cover</b>, the "Per Each" price of: <u>three thousand</u></p> <p>dollars and <u>zero</u> cents (\$ <u>3000.<sup>00</sup></u>).</p>	EA	5	\$ <u>15,000.<sup>00</sup></u>
2d	<p><b>Rebuild Chimney</b>, the "Per Each" price of: <u>one thousand eight hundred</u></p> <p>dollars and <u>zero</u> cents (\$ <u>1800.<sup>00</sup></u>).</p>	EA	12	\$ <u>21,600.<sup>00</sup></u>
2e	<p><b>Rebuild Bench and Channel</b>, the "Per Each" price of: <u>one thousand Five hundred</u></p> <p>dollars and <u>zero</u> cents (\$ <u>1500.<sup>00</sup></u>).</p>	EA	11	\$ <u>16,500.<sup>00</sup></u>
2f	<p><b>Furnish and Install Internal Drop Connection</b>, the "Per Each" price of: <u>two thousand</u></p> <p>dollars and <u>zero</u> cents (\$ <u>2000.<sup>00</sup></u>).</p>	EA	6	\$ <u>12,000.<sup>00</sup></u>
3a	<p><b>Policing</b>, the "Allowance Price" of \$110,000 dollars and zero cents</p>	Allowance	1	\$110,000

Bid Item No.	Bid Item Description and UNIT PRICE (in words and figures)	Unit Measure	Engineer's Estimated Quantity	TOTAL PRICE (in figures)
3b	Bypassing High Flow, the "Allowance Price" of \$10,000 dollars and zero cents	Allowance	1	\$10,000
3c	Remove Existing Fill and Replace with New Common Fill Material, the "Per Cubic Yard" price of: <u>one</u> dollars and <u>zero</u> cents (\$ <u>1.00</u> ).	CY	700	\$ <u>700.00</u>
3d	Permanent Paving for Local Roads, the "Per Square Yard" price of: <u>Forty Five</u> dollars and <u>zero</u> cents (\$ <u>45.00</u> ).	SY	270	\$ <u>12,150.00</u>
3e	Permanent Paving for State Roads, the "Per Square Yard" price of: <u>one hundred five</u> dollars and <u>zero</u> cents (\$ <u>105.00</u> ).	SY	30	\$ <u>3,150.00</u>
3f	Miscellaneous Work and Cleanup, the "Lump Sum" price of: <u>one hundred</u> dollars and <u>zero</u> cents (\$ <u>100.00</u> ).	LS	1	\$ <u>100.00</u>
3g	Mobilization (not to exceed 5% of the total bid price), the "Lump Sum" price of: <u>Fifty thousand</u> dollars and <u>zero</u> cents (\$ <u>50,000.00</u> )	LS	1	\$ <u>50,000.00</u>

for the Total Bid Price of \$ 1,187,050.00  
one million one hundred eighty seven thousand fifty dollars and zero cents

amount in words

The undersigned shall submit with the bid form; the names and residences for the proposed main-line Cured-In-Place Pipe lining (CIPP) company, including the relevant experience of contractors and any sub-contractors. See specification section 330130.72 for additional submittal requirements.

National Water Main Cleaning Co.  
25 Marshall Street  
Canton, MA 02021

The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

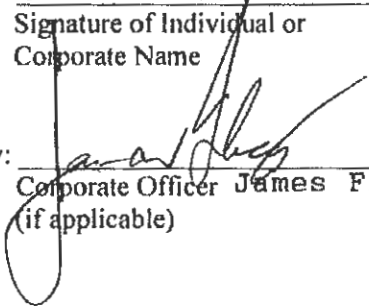
See Attached

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

22-1753261  
Social Security Number  
or Federal Identification  
Number

National Water Main Cleaning Co.  
Signature of Individual or  
Corporate Name

By:   
Corporate Officer James Fleming  
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

James Fleming  
(Name)

By: Vice President  
(Title)

25 Marshall Street  
(Business Address)

Canton, MA 02021  
(City and State)

Incorporated in New Jersey Date September 5, 2024

If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF SECTION 004113



**VENDOR BACKGROUND DATA**

**COMPANY INFORMATION**

**NAME** National Water Main Cleaning Co.

**ADDRESS** 25 Marshall Street Canton, MA 02021  
**STREET CITY STATE ZIP CODE**

**PHONE NO.** 781-828-0863 **FAX NO.** 781-828-2473

**NAME OF PRINCIPALS**

**PRESIDENT** See Attached

**VICE PRESIDENT** \_\_\_\_\_

**SECRETARY** \_\_\_\_\_

**TREASURER** \_\_\_\_\_

**NO. OF EMPLOYEES** 324 **YEARS IN BUSINESS** 60

**WHEN ORGANIZED** July 1964 **WHEN INCORPORATED** July 1964

**HAVE YOU EVER FAILED TO COMPLETE A CONTRACT?** **YBS** \_\_\_\_\_ **NO** XX

**IF YBS PLEASE EXPLAIN** \_\_\_\_\_

**REFERENCES:**

**COMPANY CONTACT PHONE NO.**

See Attached

**OTHER MUNICIPAL CONTRACTS:**

**CITY YEAR CONTACT PHONE NO.**

See Attached

**SIGNATURE:**  **DATE:** 9/5/2024

**VENDOR CERTIFICATION AND AFFIDAVIT  
OF NO REAL OR PERSONAL PROPERTY TAXES OWED  
BY BIDDER FOR CONTRACT(S) TO  
THE CITY OF WEST HAVEN**

STATE OF  
Massachusetts     )  
                                  )  
COUNTY OF  
Norfolk            )

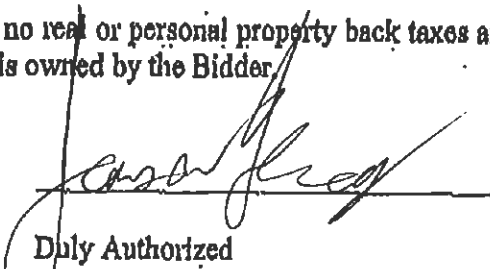
SS:

Personally appeared, James Fleming, as

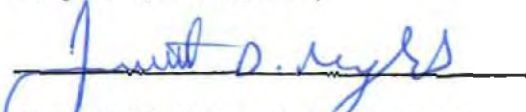
Vice President on behalf of National Water Main Cleaning Co.  
(Indicate position or office with bidder)

\_\_\_\_\_ (hereinafter called the "Bidder") and, who, being duly  
sworn, deposes and says:

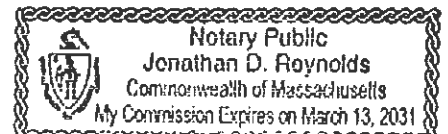
1. I am over 18 years of age and know the obligations of an oath.
2. I am making this affidavit of my own personal knowledge, and it is true and Correct and made under penalty of perjury.
3. I make this certification pursuant to Section 42-8 B (1) (j) of the Ordinances of the City of West Haven.
4. I hereby certify and attest that no real or personal property back taxes are owed to the City of West Haven on any property that is owned by the Bidder.

  
\_\_\_\_\_  
Duly Authorized

Subscribed and sworn to before me on this 5 day of September ~~200~~ 2024

  
\_\_\_\_\_  
Notary Public/ Commissioner of the Superior Court  
My Commission expires:  
Affix Seal here

**NOTICE: THE FINANCE DEPARTMENT RESERVES THE RIGHT TO VERIFY WITH THE TAX COLLECTOR THAT SUCH TAXES ARE NOT OWED. THIS RIGHT DOES NOT WAIVE OR REMOVE THE RESPONSIBILITY AND OBLIGATION OF THE PARTY MAKING THIS CERTIFICATION FROM THE DUTY OF VERIFYING THAT SUCH FACTS ARE TRUE OR REPRESENTATIONS MADE HEREUNDER.**



**CERTIFICATE OF CORPORATE AUTHORITY**

At a duly authorized meeting of the Board of Directors of National Water Main Cleaning Co.  
(name of corporation)

held on July 10, 2024 Directors were present or waived notice, it was voted that James Fleming  
(date)

Vice President of this company be and hereby is authorized to execute contracts and bonds  
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution  
of any contract or bond of obligation in this company's name on its behalf of such Vice President  
(OFFICER)  
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,  
ATTEST:



Place of Business:

25 Marshall Street

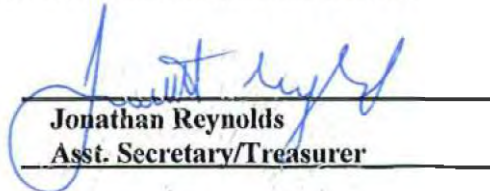
Canton, MA 02021

I hereby certify that I am the Asst. Secretary/Treasurer of National Water Main Cleaning Co.  
(Title) (Name of Corporation)

that James Fleming is the duly elected Vice President of said  
(Name of Officer) (Title)

company, and the above vote has not been amended or rescinded and remains in full force and effect as of the  
date of this contract.

Signature:



Name/Title:

Jonathan Reynolds  
Asst. Secretary/Treasurer

Date:

September 6, 2024

(Corporate Seal)

State of Connecticut  
 Department of Administrative Services (DAS) Contractor Prequalification  
**Update (Bid) Statement**  
 (Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an **update bid statement** in such form as the Commissioner of Administrative Services prescribes. The form for such **update bid statement** shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an **update bid statement** shall be invalid. Any public agency that accepts a bid submitted without a copy of such prequalification certificate and an **update bid statement**, as required by this section, may become ineligible for the receipt of funds related to such bid.

<b>Name of Project that company is bidding on:</b> Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation		
<b>Project Number:</b> 2025-09		
<b>Name of Company:</b> National Water Main Cleaning Co.		
<b>FEIN:</b> 22-1753261		
<b>Company Address:</b> 25 Marshall Street Canton, MA 02021		
<b>Prequalification Contact:</b> James Fleming		<b>Telephone Number:</b> 781-828-0863
<b>Date of Prequalification with the DAS:</b> April 18, 2024	<b>Single Limit:</b> \$60,000,000.00	<b>Aggregate Work Capacity (AWC):</b> \$200,000,000.00
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.		<b>* Remaining Aggregate Work Capacity:</b> 109,417,320.29

Please list all of your company's **BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE 100% COMPLETED SINCE THE DATE YOUR PREQUALIFICATION WAS ISSUED OR RENEWED:** (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount

Please list all of your company's BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:  
 (Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
See Attached				
Total \$ Amount of Work Remaining →				

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:  
 (Please add additional page(s) if required)

Individual Name	Title of Individual
Hercules Anastasiadis	Executive Vice President
James Fleming	Vice President
Sanket Vaghasiya	Project Engineer

Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

Yes  No

If yes, please explain:

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

Signature James Fleming

September 6, 2024  
Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.  
 The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

# State of Connecticut

Department of Administrative Services  
Construction Contractor Prequalification Program

This certifies

## ***National Water Main Cleaning Company***

*1806 Newark Turnpike, Kearny, NJ 07032*

*As a*

*Prequalification Construction Contractor*

*April 18, 2024 through April 17, 2025*

### **CONTACT INFORMATION**

**Name:** Dennis P. Sullivan

**Phone:** (781) 828-0863

**Fax:**

**Email:** dennis@nwmcc.com

**Name:** Hercules Anastasiadis

**Phone:** 781-828-0863 ext. 203

**Fax:**

**Email:** Herc@nwmcc-bos.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
4/18/2024	\$200,000,000.00	\$60,000,000.00	SEWER AND WATER LINES
4/18/2024	\$120,000,000.00	\$30,000,000.00	SEWER AND WATER LINES

Classification Name	Description
SEWER AND WATER LINES	The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5288.

**Name:** James Fleming  
**Phone:** (781) 828-0863 ext. 204  
**Fax:** (781) 828-2473  
**Email:** Jfleming@NWMCC-BOS.com

**Name:** Jonathan Reynolds  
**Phone:** (781) 828-0863 ext. 209  
**Fax:** (781) 828-2473  
**Email:** jreynolds@nwmcc-bos.com

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

**Company Licenses/Registrations:** It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.  
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.



**WORK ON HAND**

NWM Job #	Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
	North Branch Park River Area Sewer & Lateral Rehabilitation/Repair	The Metropolitan District	\$ 26,755,660.00	0%	\$ 26,755,660.00
	2023B-61 North Meadows	The Metropolitan District	\$ 13,791,510.00	0%	\$ 13,791,510.00
	2024B-19 Implementation of Remaining SSES in West Hartford	The Metropolitan District	\$ 32,505,010.00	0%	\$ 32,505,010.00
GNH001-21	2023 Collection System Cleaning & CCTV Inspection	Greater New Haven Water Pollution Control Authority	\$ 3,661,177.00	3%	\$ 3,548,260.95
MDH001-24	Easement Sewer Rehabilitation Program Phase 1 (Bloomfield)	The Metropolitan District	\$ 2,884,583.50	3%	\$ 100,000.00
STR009-3	FY20 Sewer Rehabilitation	Town of Stratford, CT	\$ 344,425.00	94%	\$ 19,715.00
MAN005-6	On Call Culvert Cleaning and CCTV Inspection	Town of Manchester, CT	\$ 99,000.00	73%	\$ 26,658.06
WAT011-3	Sanitary Sewer Evaluation Survey CCTV and Dye Testing	City of Waterbury, CT	\$ 647,750.00	83%	\$ 111,125.61
DER001-3	Sanitary Sewer Rehabilitation Project - Phase 4	City of Derby, CT	\$ 167,957.05	0%	\$ 167,957.05
CHE009-13	Manhole Rehabilitation Phase 5	Town of Cheektowaga NY	\$ 793,260.17	68%	\$ 256,635.78
CHE009-16	Manhole Rehabilitation Phase 6	Town of Cheektowaga NY	\$ 1,237,797.44	0%	\$ 1,237,797.44
CHE009-15	On Call Rehab	Town of Cheektowaga NY	\$ 500,000.00	42%	\$ 289,311.00
BUF001-2	On call Sewer Cleaning and CCTV Inspection	City of Buffalo	\$ 2,320,000.00	18%	\$ 1,896,500.00
WAT012-2	CIP Project 1B Rehabilitation - Contract 21-015	Town of Watertown, MA	\$ 2,079,357.36	42%	\$ 1,213,058.61
SAL001-6	On-Call Lining Bid IFB. No. 20-21-230	City of Salem, MA	\$ 1,800,000.00	46%	\$ 980,000.00
CLI009-3	Clinton Sewer inflow and infiltration rehabilitation phase 1	Town of Clinton, MA	\$ 1,284,171.00	24%	\$ 977,619.55
SWA002-1	Stacy's Brook Sewer System Rehabilitation Project 1C	Town of Swampscott, MA	\$ 2,416,773.00	75%	\$ 604,516.98
BWSC-73	BWSC-22-303-004 CL&TV	Boston water and sewer commission	\$ 429,200.19	9%	\$ 388,540.59
DED001-29	2021 Sewer oncall Services	Town of Dedham, MA	\$ 2,697,371.10	33%	\$ 1,803,432.60
WEL003-11	21C-460-1663 Sewer Inspection Rehabilitation 2021	Town of Wellesly, MA	\$ 1,389,190.00	23%	\$ 1,067,062.00
EVE002-10	Village Sewer I/I Rehabilitation	City of Everett, MA	\$ 1,372,250.47	74%	\$ 359,549.74
MAS003-14	Dist 4 CB Cleaning	MASS DOT District 4	\$ 586,006.46	2%	\$ 574,501.46
MAS017-4	Water Quality Structure cleaning	MASS DOT District 6	\$ 500,000.00	62%	\$ 189,080.00
STO009-1	Phase 7 Sanitary Sewer Rehab	STONEHAM MA	\$ 644,970.00	88%	\$ 77,572.73
SHR001-2	Sewer System Infiltration Rehabilitation Contract 2021-S1	Shrewsbury MA	\$ 777,887.23	77%	\$ 181,187.56
LOW002-7	21-55 CIPP	Lowell, MA	\$ 389,150.00	66%	\$ 131,703.20
LEO004-1	2021-2022 Lining Program	Leominster, MA	\$ 1,500,000.00	88%	\$ 182,583.47
NEW055-2	Long Wharph Forcemain Cleaning	Newport, RI	\$ 1,239,360.00	76%	\$ 293,582.38
LEXI02-3	Phase 8 Sewer Rehabilitation	Town of Lexington	\$ 854,631.55	1%	\$ 852,547.55
			\$ 105,678,448.52		\$ (90,582,679.71)



## Clean Water Fund Memorandum (2019-003)

### Disadvantaged Business Enterprise (DBE) Subcontractor Participation on Clean Water Fund (CWF) Projects for Construction Projects

#### I. PURPOSE

The municipality, through its prime contractor must make specified good faith efforts to attain the DBE goals as specified in this document in Section III. This is an administrative condition of the U.S. Environmental Protection Agency (EPA) Grant which funds CWF projects.

This memorandum supersedes the **Clean Water Fund Memorandum (2016-003)**

#### II. GOVERNING STATUTE OR REGULATION

**General Compliance (Federal), 40 CFR, Part 33:** The municipality, through its prime contractor must comply with the requirements of EPA's Program for Utilization of DBEs.

#### III. EPA REQUIREMENTS

The following clause shall be included in all construction contract documents and amendments for goods and services to be funded under the CWF:

The requirement for DBE subcontractor participation, expressed as a percentage of the total eligible contract amount, shall be a minimum of 8.0 percent with the following makeup:

**Minority Business Enterprise (MBE): 3.0 percent**  
**Woman Business Enterprise (WBE): 5.0 percent**

Failure to meet or exceed the required percentage or submit acceptable documentation of the six good faith efforts may render a bid non-responsive and may cause the bid to be rejected.

#### IV. THE SIX GOOD FAITH EFFORTS AS SPECIFICALLY DEFINED BY EPA

The Six Good Faith Efforts are required methods employed by all Connecticut Department of Energy and Environmental Protection (DEEP) CWF recipients to ensure that all DBEs have the opportunity to compete for procurements funded by DEEP financial assistance dollars. The prime contractor is expected to employ the six good faith efforts throughout the entire project to insure that the DBE percentages are maintained or exceeded in the event that one DBE subcontractor needs to be substituted for another.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) (Federal) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The prime contractor's certification as a DBE has no effect on this requirement. Therefore, if the prime contractor is a DBE, the Six Good Faith Efforts defined above must be employed in the procurement of subcontracts to be secured to achieve the MBE 3.0% and WBE 5.0% participation.

## V. CERTIFICATION

A DBE must be certified at the time that the subcontract for their services is executed. A business that is pending new certification, recertification, or whose certification has expired cannot be counted toward the goals.

In the case where a subcontractor DBE is certified as both a MBE and a WBE (a woman who is also a member of a minority class):

1. The prime contractor may count the entire value of the subcontract as either a MBE or a WBE.
2. The prime contractor may choose to split the subcontract between the MBE and the WBE categories to fulfill both goals. If the prime contractor chooses this route:
  - a. They must indicate the dollars to be apportioned to the categories either on the face of the copy of the fully executed subcontract submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) or by some other written method.
  - b. The certification submitted to DEEP must indicate that the principal of the subcontractor is both a woman and a minority.
  - c. For a certification that only identifies the subcontractor as a DBE, additional documentation is required as proof of dual status. In the case of Connecticut Department of Transportation (CTDOT), the detailed information page within their online database suffices as proof.

## VI. ACCEPTABLE CERTIFICATION OPTIONS

1. Connecticut Department of Administrative Services (DAS) - DEEP will continue to accept DAS certification until such time as other State entities are identified whose certification processes meet the EPA criteria. DAS will only certify Connecticut based firms that meet the criteria under Connecticut General Statute 4a-60g.
2. CTDOT - Companies that desire to do business with CTDOT as well as the DEEP should seek CTDOT certification which will be accepted by the DEEP. DBE firms are advised that the certification process can take 90 days to complete. CTDOT will certify both in state as well as out of state firms.

3. **EPA** - In the event an entity cannot be certified by CTDOT as a DBE, that entity should seek certification with EPA. Such entities must provide EPA with evidence from CTDOT denying certification.
4. **SBA** - Certification is available to companies under the Woman Owned Small Business (WOSB) program and the SBA 8(a) Business Development Program ([www.sba.gov/8abd/](http://www.sba.gov/8abd/)) which has a net worth ceiling of \$250,000 for initial applicants.
5. **Other states certification** - Prime contractors may utilize certification from other states. Such certification must specify the DBE designation. Where there is no DBE certification option within a state, the instance must be presented to the DEEP Financial Administrator assigned to the project for consideration on a per case basis.

## **VII. DBE COMPLIANCE PROCESS**

1. Within fourteen (14) calendar days after bid opening the prime contractor (apparent low bidder) shall complete and submit two copies of the DEEP Subcontractor Verification Form along with the DBE certification for each subcontractor to the municipality. The municipality must then submit one copy of these documents to DEEP as part of the authorization to award request.
2. Once DEEP authorizes the municipality to award the contract, the prime contractor is required to submit two copies of the executed DBE subcontracts to the municipality who submits one copy to the DEEP Financial Administrator.
3. No payment requests will be processed by DEEP until the executed copies of the subcontracts and the DBE certifications are on file in the DEEP office.
4. Should the prime contractor not meet the goals, documentation of good faith efforts will be required to be submitted to the DEEP Municipal Facilities Wastewater Engineer for consideration that the good faith effort was extensive enough to warrant the acceptance of a lower goal for the specific contract in question.
5. In the event that a DBE subcontractor is substituted for another during the project, two copies of the executed subcontract along with the corresponding DBE certification for the substitute are submitted to the municipality who forwards one copy of each to the DEEP Financial Administrator.
6. If additional construction costs are approved by DEEP, the prime contractor employs the good faith efforts defined above to meet the goals for the new total eligible contract amount.

## **VIII. DAS PREQUALIFICATION CERTIFICATION FOR DBE SUBCONTRACTORS**

At time that the prime contractor submits copies of the executed DBE subcontracts to the municipality, two copies of the current DAS Prequalification Certificate for each DBE subcontractor whose subcontract value is equal to or greater than \$500,000 must also be submitted. In turn, the municipality is required to submit one copy of each DBE Prequalification Certification to the DEEP Financial Administrator. Suppliers of material or products who do not do installation or construction work are not subject to the DAS Construction Contractor prequalification requirement.

## **IX. SUBMISSION OF THIS FORM**

This form is to be signed by the contractor or the contractor's authorized representative. The form is then submitted to the municipality's representative for signature. The municipality includes the form as part of the authorization to award request to DEEP.

I hereby verify that I have read and understand the DBE requirements in this memorandum and will procure subcontracts whose percentages will meet or exceed the minimums listed above.

Contract Name Dawson Avenue Area Contract 5 Sewer & Manhole Rehabilitation

Name of Prime Contractor National Water Main Cleaning Co.

Name and Title of Authorized Officer James Fleming, Vice President

Authorized Signature  Date 9/6/2024

Town Official and Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

## X. DEFINITIONS

CGS: Connecticut General Statutes

CTDOT: Connecticut Department of Transportation

CWF: Clean Water Fund

DAS: Connecticut Department of Administrative Services

DBE: Disadvantaged Business Enterprise

DEEP: Connecticut Department of Energy and Environmental Protection

EPA: Environmental Protection Agency (Federal)


MBE: Minority Business Enterprise

SBA: Small Business Administration (Federal)

WBE: Woman Business Enterprise

WOSB: Woman Owned Small Business (Federal program - SBA)

June 19, 2019  
Date

  
Denise Ruzicka, Director  
Water Planning and Management Division  
Bureau of Water Protection & Land Reuse

# Minority Business Enterprise / Women's Business Enterprise Subcontractor Verification Form

**Note to General Contractor:** You are required to complete this form for each MBE or WBE subcontractor to be employed in the completion of this contract, and submit an original of each completed form, along with a copy of the subcontractor's current, valid MBE / WBE certification, to the Owner within 14 days of bid opening. Failure to submit this form and the MBE / WBE certification within 14 days of bid opening may render your bid non-responsive and result in the rejection of your bid.

Name of Subcontractor: Connecticut Traffic Control, LLC

Address: 716 Gregstone Road Extension Plymouth, CT 06782

Contact Person: Beverly Olmstead

Phone Number: 860-283-9080 Is subcontractor MBE or (WBE) (circle one)

Type of Work to be performed Flagging

Estimated dollar amount of subcontract: \$ 59,352.<sup>50</sup>

Percent of total contract 5 %

Please attach a current, valid copy of the subcontractor's MBE or WBE certification form to this document

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with MBE/WBE participation under DEP's Clean Water Fund. Should another subcontractor be substituted in place of the firm named above, both the Owner and the Department of Environmental Protection (Water Management Bureau, 79 Elm Street, Hartford 06106-5127) must be notified in writing within three (3) business days of the change, and a copy of this form must be completed for the replacement subcontractor. The MBE / WBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

Name of Contract: Sawson Avenua Area Contract 5 Sewer & Manhole Rehabilitation

Name of General Contractor: National Water Main Cleaning Co.

Authorized Signature of General Contractor:  Date: 9 / 6 / 2024

# Minority Business Enterprise / Women's Business Enterprise Subcontractor Verification Form

**Note to General Contractor:** You are required to complete this form for each MBE or WBE subcontractor to be employed in the completion of this contract, and submit an original of each completed form, along with a copy of the subcontractor's current, valid MBE / WBE certification, to the Owner within 14 days of bid opening. Failure to submit this form and the MBE / WBE certification within 14 days of bid opening may render your bid non-responsive and result in the rejection of your bid.

Name of Subcontractor: J.V. III Construction, Inc.

Address: 103 Dividend Road Rocky Hill, CT 06067

Contact Person: John Vasel III

Phone Number: 860-721-0143 Is subcontractor  MBE or  WBE? (circle one)

Type of Work to be performed Excavation Work

Estimated dollar amount of subcontract: \$ 35,611.<sup>50</sup>

Percent of total contract 3 %

Please attach a current, valid copy of the subcontractor's MBE or WBE certification form to this document

The completion and submission of this form does not constitute a contractual agreement between the general contractor and the named subcontractor, but is solely for documenting proposed compliance with MBE/WBE participation under DBP's Clean Water Fund. Should another subcontractor be substituted in place of the firm named above, both the Owner and the Department of Environmental Protection (Water Management Bureau, 79 Elm Street, Hartford 06106-5127) must be notified in writing within three (3) business days of the change, and a copy of this form must be completed for the replacement subcontractor. The MBE / WBE percentages shall be maintained or exceeded in the event of one subcontractor being substituted for another.

Name of Contract: Bawson Avenua Area Contract 5 Sewer & Manhole Rehabilitation

Name of General Contractor: National Water Main Cleaning Co.

Authorized Signature of General Contractor:  Date: 9 / 6 / 2024

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <b>National Water Main Cleaning Co.</b>		Project Name <b>Dawson Avenue Area Contract 5 Sewer &amp; Manhole Rehabilitation</b>	
Bid/ Proposal No. <b>2025-09</b>	Assistance Agreement ID No. (if known)	Point of Contact <b>James Fleming</b>	
Address <b>25 Marshall Street Canton, MA 02021</b>			
Telephone No. <b>781-828-0863</b>		Email Address <b>jfleming@nwmcc-bos.com</b>	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input checked="" type="radio"/> YES	<input type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>
<b>Connecticut Traffic Control</b>	<b>76 Greystone Rd. Extension Plymouth, CT 06782 860-283-8080 CTTRAFFICCONTROL@comcast.NET</b>	<b>59,352.<sup>50</sup></b>	<b>YES WBE</b>
<b>J.V. III Construction, Inc</b>	<b>103 Dividend Road Rocky Hill, CT 06867 860-781-2143 EXKAVATOR@aol.com</b>	<b>35,611.<sup>50</sup></b>	<b>Yes MBE</b>
Continue on back if needed			

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

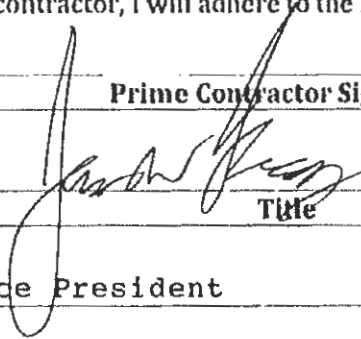
<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

 <b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	James Fleming
Vice President	<b>Date</b>
	September 6, 2024

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



State of Connecticut  
Department of Administrative Services  
Supplier Diversity Program

*This Certifies*

**J.V. III Construction, Inc.**

**103 Dividend Road Rocky Hill CT 06067**

*Hispanic American*

*Small/Minority Business Enterprise*

*March 11, 2024 through March 11, 2026*

*As a*

**Owner(s):** John Vasel III

**Contact:** John Vasel III

**E-Mail:** [exkavator@aol.com](mailto:exkavator@aol.com)

**Telephone:** (860) 721-0143 Ext:

**FAX:** (860) 257-3490

**Web Address:**

**\*\*Affiliate Companies:**



Supplier Diversity Director



Supplier Diversity Specialist

\*\* A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

State of Connecticut  
Department of Administrative Services  
Supplier Diversity Program

*This Certifies*

**Connecticut Traffic Control, LLC**

**76 Greystone Road Extension Plymouth CT 06782**

*As a*

*Woman Owned  
Small/Minority Business Enterprise  
April 30, 2024 through April 30, 2026*

**Owner(s):** Beverly Olmstead

**Contact:** Beverly Olmstead

**E-Mail:** [cttrafficcontrol@comcast.net](mailto:cttrafficcontrol@comcast.net)

**Telephone:** (860) 283-8080 Ext: **FAX:** (860) 283-5602

**Web Address:** [www.cttrafficcontrol.com](http://www.cttrafficcontrol.com)

**\*\*Affiliate Companies:**



*Supplier Diversity Director*



*Supplier Diversity Specialist*

**\*\* A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.**



## NATIONAL WATER MAIN CLEANING CO.

*Specializing in today's needs for environmental protection.*

1806 Newark Turnpike • Kearny, NJ 07032 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: [office@nwmcc.com](mailto:office@nwmcc.com)  
25 Marshall Street • Canton, MA 02021 • Phone: 781-828-0863 • Fax: 781-828-4397 • E-Mail: [boston@nwmcc.com](mailto:boston@nwmcc.com)

### List of Company Executives:

**President:**

Joseph Perone  
1806 Harrison Avenue  
Kearny, NJ 07032

**Executive Vice President:**

Hercules Anastasiadis  
25 Marshall Street  
Canton, MA 02021

**Executive Vice President:**

Curt Maring  
1806 Harrison Avenue  
Kearny, NJ 07032

**Vice President:**

Ralph DeJesus  
1806 Harrison Avenue  
Kearny, NJ 07032

**Vice President:**

James Fleming  
25 Marshall Street  
Canton, MA 02021

**Asst. Vice President:**

Irnesa Okanovic  
1806 Harrison Avenue  
Kearny, NJ 07032

**Secretary/Treasurer:**

Gennifer Carrero  
1806 Harrison Avenue  
Kearny, NJ 07032

**Assistant Secretary/Treasurer:**

Jonathan Reynolds  
25 Marshall Street  
Canton, MA 02021

**Chief Compliance Officer:**

Lori Queisser  
1806 Harrison Avenue  
Kearny, NJ 07032

**Corporate Secretary**

Andrea Brunner  
1806 Harrison Avenue  
Kearny, NJ 07032

**General Council:**

Jackie Maloney  
1806 Harrison Avenue  
Kearny, NJ 07032

## NWMCC Comprehensive Rehabilitation Job References:

Owner: Town of Dedham, MA

Contact: Jason L. Mammone, PE, Director of Engineering

Phone: 781.751.9350

Email: [jmammone@dedham-ma.gov](mailto:jmammone@dedham-ma.gov)

### **Project Information**

Name: Town of Dedham, MA Sewer On-call Services

Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting

### Contract Value:

2015-2019, \$3,755,000.00

2020-Current \$ 867,000.00 (3 Year Contract)

Owner: Town of Middletown, RI Engineering Department

Contact: Warren Hall, PE, Town Engineer

Phone: 401.418-0413

Email: [whall@middletownri.com](mailto:whall@middletownri.com)

### **Project Information**

Name: Cured In Place Pipe Project – Commodore Perry (012-007), Easton’s Point (014-002)

Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting

### Contract Value:

**Contract MIDD 012-007:** 2018-2021, \$3,572,700.00

Owner: City of Revere, MA

Contact: Nicholas J. Rystrom, PE, City Engineer

Phone: 781.286.8153

Email: [nrystrom@revere.org](mailto:nrystrom@revere.org)

### **Engineer Consultant:**

CDM-Smith

Contact: Steven R. Callahan, Senior Project Manager

Phone: 617.452.6719

Email: [callahansr@cdmsmith.com](mailto:callahansr@cdmsmith.com)

### **Project Information**

Name: Sewer System Rehabilitation (Contract WW-001)

Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,  
Excavated Point Repairs

### Contract Value

Phase V: 2015-2016, \$6,650,000.00

Phase VI: 2016-2017, \$5,000,000.00

Phase VII: 2018-2019, \$1,731,000.00

Phase VIII: 2018-2019, \$1,675,000.00

Phase IX: 2019-2020, \$3,729,527.49

Phase X: 2020-2021, \$2,674,578.54

Phase XI: 2021-Current, \$3,011,012.00

Owner: Town of Saugus, MA  
Contact: Brendan B. O'Regan, Director of Public Works  
Phone: 781.231.4145  
Email: [boregan@saugus-ma.gov](mailto:boregan@saugus-ma.gov)

**Engineer Consultant:**

CDM-Smith  
Contact: Steven R. Callahan, Senior Project Manager  
Phone: 617.452.6719  
Email: [callahansr@cdmsmith.com](mailto:callahansr@cdmsmith.com)

**Project Information**

Name: Sewer System Rehabilitation  
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs

Contract Value

2016, \$1,348,000.00 (Comprehensive)/\$254,905.00 (Lateral Lining)/\$223,350.00 (MH Rehab)  
2018, \$417,700.00 (MH Rehab)  
2019, \$817,859.00 (Lateral Lining)  
2021, \$1,017,698.43 (Comprehensive)

Owner: Town of Lexington, MA  
**Engineer Consultant:**  
Weston & Sampson Engineers  
Contact: Amanda Jett LeBlanc, PE  
Phone: 978.818.9602  
Email: [JettLeBlanc.Amanda@wseinc.com](mailto:JettLeBlanc.Amanda@wseinc.com)

**Project Information**

Name: Phase 6 Sewer System Improvements  
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting, Excavated Point Repairs

Contract Value

2019, \$1,629,779.90 (Comprehensive)  
2022, \$ 864,631.55 (Comprehensive – On going)

Owner: City of Cambridge, MA  
Contact: Eric Breen - Engineer  
Phone: 617.349.6954  
Email: [ebreen@cambridgema.gov](mailto:ebreen@cambridgema.gov)

**Project Information**

Name: FY 19 sewer, stormwater and combined system trenchless lining and repair  
Type of Rehabilitation: Main Line CIPP Lining, Excavated Point Repairs

Contract Value

2020 \$2,361,082.00  
2021 \$1,967,490.25  
2022 \$1,900,000.00 ON GOING

Owner: Town of Westwood, MA  
Contact: Tod, Korchin, Director of Public Works  
Phone: 781.251.2578  
Email: [tkorchin@tonwn.westwood.ma.us](mailto:tkorchin@tonwn.westwood.ma.us)

**Engineer Consultant:**

Environmental Partners Group  
Contact: Ryan J. Paul, PE  
Phone: 617.657.0200  
Email: [rjp@envpartners.com](mailto:rjp@envpartners.com)

**Project Information**

Name: Town of Westwood, MA FY17 Sewer System Rehabilitation  
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,  
Contract Value:  
2017, \$ 500,000.00

Owner: Town of Danvers, MA  
Contact: Richard Rogers, PE, Town Engineer  
Phone: 978.762.0254  
Email: [rrogers@danversma.gov](mailto:rrogers@danversma.gov)

**Project Information**

Name: Town of Danvers, MA Comprehensive Sewer System Rehab  
Type of Rehabilitation: Main Line CIPP Lining, MH Rehab, Lateral Lining, Lateral Grouting,  
Excavated Point Repairs  
Contract Value:  
2018-2019, \$450,000.00  
2019-2020, \$526,800.00  
2020, \$409,400.00  
2021, \$346,100.00

Owner: Metropolitan District Commission

Project: Multiple Sewer Rehabilitation Projects – Metropolitan District Hartford CT  
Contact: Jason Waterbury 860-278-7850 Ext. 3380 / Cell:860-209-8181  
The Metropolitan District  
555 Main Street, PO Box 800  
Hartford, CT 06142  
Email Address: [jwaterbury@themdc.com](mailto:jwaterbury@themdc.com)  
2009-2021 & On Going  
Total I/I Rehabilitation Projects Value: 10,000,000 +

SECTION 004313 – BID BOND

CITY OF WEST HAVEN, CONNECTICUT  
DAWSON AVENUE AREA CONTRACT 5  
SEWER AND MANHOLE REHABILITATION CONSTRUCTION  
CONTRACT NO. 2025-09

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ National Water Main Cleaning Company \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ Travelers Casualty and Surety Company of America \_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto as OWNER in the penal sum of \_\_\_\_\_ Five percent of the total amount bid (5%)  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns.

Signed, this day of September 9, 2024

The Condition of the above obligation is such that whereas the Principal has submitted to certain Bid,  
attached hereto and hereby made a part hereof to enter into a contract in writing, for the Dawson Avenue  
Area Contract 5 Sewer and Manhole Rehabilitation Construction, Contract No. 2025-09.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver to OWNER the appropriate documents including the Contract Form and Contract Bond Form, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name)

Surety (Print Full Name)

National Water Main Cleaning Company

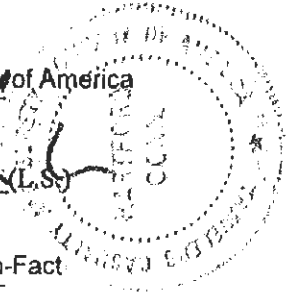
Travelers Casualty and Surety Company of America

BY: *James Fleming* (L.S.)

BY: *Peter S. Forker* (L.S.)

TITLE: Vice President

TITLE: Peter S Forker, Attorney-In-Fact



IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION 004313



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

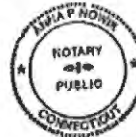
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

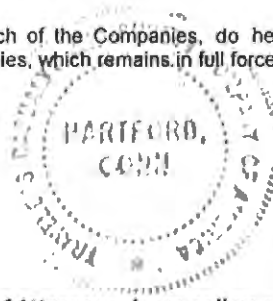
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9<sup>th</sup> day of September 2024



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }  
County of Cook } ss.

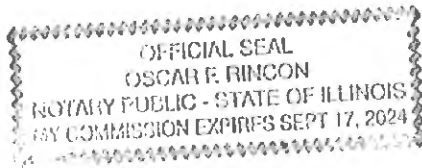
On this 9<sup>th</sup> day of September, 2024, before me personally  
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of  
Travelers Casualty and Surety Company of America

\_\_\_\_\_, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

*Oscar F. Rincon*

Notary Public in the State of Illinois  
County of Cook





Peter S. Forker  
Attorney-in-Fact/Construction Services  
One Tower Square, Hartford, CT 06183  
Telephone: (312) 294-5484  
Email: peter\_forker@ajg.com

**CONSENT OF SURETY**

August 12, 2024

City of West Haven  
355 Main Street  
West Haven, CT 06516

RE: National Water Main Cleaning Company  
25 Marshall Street  
Canton, MA 02021

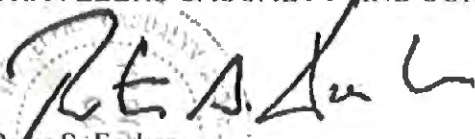
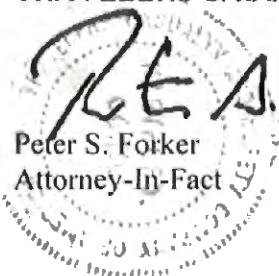
FOR: Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation  
Construction - Contract No. 2025-09

To whom it may concern:

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agrees if NATIONAL WATER MAIN CLEANING COMPANY is awarded the contract for the above captioned job, we will furnish the required Performance and Payment bond.

Very truly yours,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

  
Peter S. Forker  
Attorney-In-Fact  






**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Peter S Forker** of **ROLLING MEADOWS**, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of September 2024



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

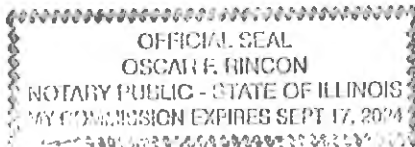
ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }  
County of Cook } ss.

On this 9th day of September, 2024, before me personally  
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of  
Travelers Casualty and Surety Company of America, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

Notary Public in the State of Illinois  
County of Cook



SECTION 005214 - AGREEMENT

CITY OF WEST HAVEN, CT

DAWSON AVENUE AREA CONTRACT 5  
SEWER AND MANHOLE REHABILITATION CONSTRUCTION

CONTRACT NO. 2025-09

AGREEMENT

THIS AGREEMENT made as of the \_\_\_\_\_ day of December in the year 2024 (“Effective Date”) between City of West Haven, a Connecticut municipality (“OWNER”), and National Water Main Cleaning Co. (“CONTRACTOR”).

The parties agree as follows:

ARTICLE 1. WORK

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as described in SECTION 011000.

ARTICLE 2. ENGINEER

2.1 The Project has been designed by CDM Smith, 101 East River Drive, Suite 1A, East Hartford CT 06108 who will act as ENGINEER in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time shall be 200 Calendar Days commencing 20 days following the Effective Date of this Agreement. Active construction shall be limited to 110 Consecutive Calendar Days.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Total Bid Price agreed upon in the CONTRACTOR's Bid Form (“Contract Price”), attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## ARTICLE 6. PROGRESS AND FINAL PAYMENTS

6.1 OWNER will make progress payments towards the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments are based on the progress of the Work measured by the Schedule of Values provided for in Paragraph 15.01 of the General Conditions.

6.2 Prior to Substantial Completion, progress payments will be in an amount equal to 95 percent of the value of the Work completed (with the balance being retainage) and 75 percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

6.3 Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 99 percent of the Contract Price, less retainages as ENGINEER shall determine, in accordance with Paragraph 15.01 of the General Conditions.

6.4 Upon final inspection and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

## ARTICLE 7. LIQUIDATED DAMAGES

7.1 OWNER and CONTRACTOR recognize that time is of the essence to complete the Work and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one thousand, five hundred dollars (\$1,500) per day, for each calendar day of delay until the Work is complete.

## ARTICLE 8. ASSURANCE

8.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, or performance of the Work.

8.2 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

8.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

8.4 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.



8.5 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

## ARTICLE 9. CONTRACT DOCUMENTS

9.1 The Contract Documents and consist of:

9.1.1 this Agreement.

9.1.2 the document titled “Project Manual for Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation Construction, Contract No. 2025-09, dated August 2024, totaling 859 pages (“Project Manual”), excluding *Section 005214 – Agreement* model agreement, which is replaced by this Agreement;

9.1.3 the drawings titled “Dawson Avenue Area Contract 5 Sewer and Manhole Rehabilitation Construction, Contract 2025-09, CDM Smith East Hartford, Connecticut”, dated August 2024, totaling 22 pages;

9.1.4 Project Manual Addenda numbers 1 to 1, inclusive.

9.1.5 the executed Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds.

9.1.6 any modification, including Change Orders, executed after the Effective Date.

9.2 “General Conditions” means *Standard General Conditions of the Construction Contract* (EJCDC Document No. C-700, 2013 edition) as found in the Contract Documents, as amended or supplemented by *Section 007300 – Supplementary Conditions* and *Division 01 General Requirements* sections.

## ARTICLE 10. MISCELLANEOUS

10.1 Terms not defined in this Agreement are defined in Article 1 of the General Conditions.

10.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents. Any purported assignment of rights or delegation of performance in violation of this provision is void.

10.3 CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. If OWNER consents and CONTRACTOR assigns all or any part of any monies due or become due under this Agreement, CONTRACTOR shall include in the instrument of assignment a provision substantially to the effect that the right of the assignee in and to any monies due or to become due to CONTRACTOR are subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work.

10.4 OWNER and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

10.5 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be amended by written agreement of the parties that identifies itself as an amendment to the Contract Documents.

#### ARTICLE 11. CONFLICTING INFORMATION

11.1 OWNER and CONTRACTOR agree that Required Construction Contract Provisions under the Connecticut Clean Water Fund 22a-422-4 supersede any conflicting provisions in this Agreement. In the event that any provisions in any of the following component parts of this Agreement conflict with any provisions in any other of the following component parts, the provision in this component part first enumerated below shall govern over any other component part which follows it numerically, except as may be otherwise specially stated. Said component parts are the following:

1. Agreement
2. Addenda
3. Supplemental Conditions
4. General Conditions
5. City of West Haven Requirements
6. Project Manual
7. Contract Drawings
8. Invitation to Bid
9. Instruction to Bidders
10. Bid Form

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Three copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on \_\_\_\_\_, 2024.

CONTRACTOR

OWNER

\_\_\_\_\_

\_\_\_\_\_

By

By

\_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF SECTION 005214



# Office of the Finance Director

City of West Haven  
355 Main Street  
West Haven, Connecticut 06516

## MARB Contract Form

<b>MARB Meeting Date:</b>	December 19, 2024			
<b>Contract Name</b>	Proposed Lease Agreement between COWH and RTR Hospitality Group, LLC			
<b>City Agency</b>	Corporation Counsel			
<b>Vendor Utilized</b>	RTR Hospitality Group, LLC			
<b>Address</b>	8 Morse Avenue			
<b>City, State, Zip</b>	West Haven, CT 06510			
<b>Procurement Process</b>	<input checked="" type="checkbox"/> Bid/RFP [ <b>2025-07</b> ] <input type="checkbox"/> State Contract [ <b>Enter State Contract #</b> ] <input type="checkbox"/> Cooperative Agreement [ <b>Enter name and Contract #</b> ] <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Other Source [Lease]			
<b>No of Bid/RFP Respondents</b>	2: RTR Hospitality Group LLC and Smyrna Group LLC			
<b>Quote No('s) if applicable</b>	N/A			
<b>Source of Funds</b>	City will be receiving funds deposited in the City Operating Account			
<b>Quantity</b>	0.00	<b>Price Per:</b>	\$0.00	<b>Total Price</b> \$108,000 Per Year Subject to CPI Adjustment (as defined in Section 3.1 of the Lease) once every five (5) years during the Initial Term and any Option Periods.
<b>Purpose of Transaction (Please give a detailed explanation for the purpose of the transaction. This should not be one / two sentences.)</b>	<p>Initial Term: Twenty (20) years from Commencement Date of Lease  Option Periods: Two (2) consecutive periods of five (5) years each</p> <p>The City of West Haven will be leasing certain real property known as Savin Rock Conference Center, 6 Rock Street, West Haven, Connecticut.</p> <p>The City of West Haven advertised an RFP (#2025-07) to invite developers to submit proposals for the redevelopment of the Savin Rock Conference Center (the "Conference Center"). The City sought an exceptional vision for this parcel of land. The city received two proposals. After evaluation, the City submitted RTR Hospitality Group, LLC for City Council Approval, which it received on 11/25/2024.</p> <p>Attached are the following documents for submission to the MARB:</p> <ul style="list-style-type: none"> <li>• Proposed Lease Agreement between COWH and RTR Hospitality Group, LLC;</li> <li>• "The Kelsey at Savin Rock" Project Summary; and</li> <li>• Planning and Zoning Commission's Letter of Approval per Conn. Gen. Stat. Sec. 8-24.</li> </ul>			
<b>Department Submission [Name and Title]</b>	Paul Dorsi, Corporation Counsel			
<b>Finance Review and Submission [Name and Title]</b>	Kathy Chambers, MBA, MPA, Senior Buyer, Procurement Analyst Michael Gormany, Finance Director			



**City of West Haven Finance Department**

355 Main Street, 3rd Floor

West Haven, CT 06516

Phone: (203) 937-3620

1:47 pm  
DB

**Circle One:**

BID

RFP

RFI

RFQ

**Project ID#:**

RFI#2025-07

**Project Name:**

Smyrna Rock Conference Ctr.

**Date:**

7/6/24

**Organization/Individual:**

Smyrna Group LLC

**Authorized Signature:**

**Printed Name:**

Kathy Chambers

*Please retain this receipt for your records*



**City of West Haven Finance Department**

355 Main Street, 3rd Floor

West Haven, CT 06516

Phone: (203) 937-3620

10  
*[Handwritten signature]*

**Circle One:**

BID

RFP

RFI

RFQ

**Project ID#:**

RFP 2025-07

**Project Name:**

Savin Rock Conference

**Date:**

9/6/24

**Organization/Individual:**

RTR Hospitality Grp. LLC

**Authorized Signature:**

*[Handwritten signature]*

**Printed Name:**

Kathy Chambers

*Please retain this receipt for your records*



# CITY OF WEST HAVEN, CONNECTICUT PLANNING AND ZONING COMMISSION

City Hall | 355 Main Street West Haven, Connecticut 06516



CITY HALL 1898-1967

November 14, 2024

Chairman Nicholas A Pascale  
City Council  
City of West Haven  
355 Main Street  
West Haven, CT 06516

RE: Section 8-24 Review of the Proposed Lease of the Savin Rock Conference Center

Dear Chairman Pascale and Council Members:

At its November 13, 2024, Regular Meeting, the West Haven Planning and Zoning Commission considered the referral of the proposed lease for the Savin Rock Conference Center to RTR Hospitality Group, LLC pursuant to Section 8-24 of the Connecticut General Statutes.

On behalf of the Planning and Zoning commission, I am writing to inform the City Council that the referral for the 8-24 review regarding the lease of the Savin Rock Conference Center has been approved. This review was conducted in accordance with Section 8-24 of the Connecticut General Statutes, which pertains to the review of municipal action affecting land use.

This approval signifies that the proposed action or project is consistent with the City's land use plan, zoning regulations, and Plan of Conservation and Development.

Please feel free to reach out to the Planning and Zoning Department if you require any further details or have additional questions regarding this matter.

Sincerely,

Christopher Suggs  
Chairman  
Planning and Zoning Commission

NOV 15 2024





City of West Haven

# RFP Submission

160 employment  
opportunities for West Haven  
Residents



# Proposed Redevelopment



RTR Hospitality is proposing to utilize the existing footprint of the building along with additions such as a Rooftop and 2 Ground Level Decks; 1 off of the main dining room and 1 off of the private room shown in the conceptual site plan.

We plan to use the existing parking lot with 163 spaces and 6 handicap spaces. This concept requires no variances for end use and utilization. Our proposed architectural design will boast a Nantucket look and feel, with cedar impression vinyl siding along with complimentary GAF shingles on the roof.

The street side of the building proposed will have a commanding curb appeal with a New Front Entrance, New Building Façade with Windows and Roof, New Asphalt Parking lot with Concrete Walkways, and a New Landscape Design. The water side of the building proposed will have all best-in-class accordion doors. The rooftop proposed will have glass railings, trex decking and a first in class rooftop bar.

We plan to utilize the current bones of this building, which has withstood the strength of mother nature and time. It is our intent to give it a brand new face lift to make it one of CT's finest buildings and #1 shoreline attraction for dining and private parties.

# About The Company



RTR Hospitality LLC (DBA The Kelsey @ Savin Rock) is a forthcoming upscale restaurant and event venue located on the waterfront in West Haven, Connecticut. Spanning over 12,000 square feet, the venue includes a 3,000 square-foot patio and a stunning 8,000 square-foot rooftop with sweeping coastal views, providing the perfect setting for dining and events. The Kelsey will feature American Coastal cuisine, specializing in fresh seafood, sushi rolls, and elevated classic American dishes, all made with top-quality ingredients. Its diverse menu will include raw bar selections, appetizers, salads, entrees, and indulgent desserts, curated to deliver a memorable dining experience.

A key highlight is the stylish rooftop bar, which will offer scenic views, comfortable seating, and a curated selection of premium cocktails, wines, and local craft beers, making it a premier spot for socializing and relaxation. The venue is designed for flexibility, accommodating up to 200 guests, making it ideal for events such as weddings, corporate functions, and social gatherings. Its well-maintained grounds and expansive parking add to the convenience and appeal of the location.

RTR Hospitality's seasoned ownership and management team, with a strong track record of success in the restaurant industry, will ensure the highest standards of service and operational excellence. Positioned to become a landmark destination, The Kelsey @ Savin Rock will cater to the upscale dining and event needs of Fairfield and New Haven counties, especially along Connecticut's affluent shoreline.



# Meet The Team



RTR Hospitality, proudly owned and operated by John Taxiltaridis, Peter Mennona, and John Lunghi, was founded on over 30 years of combined experience in the hospitality and restaurant industry. Our commitment to quality and innovation is unwavering, as evidenced by the unique concepts and distinct culinary styles of our diverse establishments, including Boca Oyster Bar, Spotted Horse Shelton, Grey Goose Southport, Boca Grille & Raw Bar Fairfield, Spotted Horse Westport, and B Square Burger in Fort Lauderdale. Collectively, these restaurants generate over \$25 million in annual sales, each offering a distinctive dining experience.

At RTR Hospitality, we dedicated to delivering excellence. Our consistent annual sales growth is a testament to our reputation as a reliable and forward-thinking partner in the community.

We believe in being more than just a business; we are eager to become valued members of the West Haven community. Our commitment to giving back is evident in our extensive support for various charitable causes. Together, we have proudly raised over \$100,000 for PGA Hope, an organization that helps veterans overcome PTSD and other mental health challenges through the therapeutic benefits of golf.





# Development Team Experience



The Development Team is led by a local company, with a proven track record in West Haven. Madeco Development successfully completed 12 Townhomes as the initial Redevelopment Phase of 183 Beach Street. Having secured regulatory approvals, they are currently building a commercial building restaurant/bar at the same location. They are familiar with the processes of the Zoning Board of Appeals, Planning and Zoning, Inland Wetlands Commissions & CTDEEP. They have a team of experts that are well versed in land use, architecture & restaurant construction. RTR has already committed significant funds and time on the due diligence aspect of this parcel and building.

Our professionals have conveyed to us a concept that requires no variances for our end use and utilization. They have expressed assurance that the underlying structure of the building is a great fit for our desired floor plan. We are confident, that if awarded, we would start the process on day 1. We are projecting a 5-month timeline with Architectural Plan development, Agency Submission and a 12-month timeline for remediation & construction. We would be shovel ready on day 1 post approvals and are hopeful to have the doors open on March 25th of 2026.



# Experience with Community Involvement



RTR Hospitality will also be at the forefront of hosting charity events, galas, and corporate functions, partnering with local corporations and organizations to meet all their event needs. We look forward to collaborating with local hospitals, such as Yale and the VA, to host events that support their vital missions. Additionally, we aim to become the area's local leader in weddings and other special events, bringing our expertise to create memorable experiences.

Furthermore, we have contributed over \$80,000 to local police department canine units, ensuring they have the resources to maintain community safety. Our dedication extends to supporting individuals with rare conditions, having contributed more than \$200,000 to research and support for those affected by Angelman syndrome.

Our strong community ties and proven track record of success reflect our commitment not only to our business but also to the people and causes that make West Haven a vibrant and special place to live and work. We are eager to become a valued member of the West Haven community, and we look forward to the opportunity to contribute to the city's future through our expertise, dedication, and community spirit.





# Renderings



**LEASE**

**BY AND BETWEEN**

**CITY OF WEST HAVEN,  
a municipal corporation organized and existing  
under the laws of the State of Connecticut**

**(“Landlord”)**

**and**

**RTR HOSPITALITY GROUP, LLC  
a Connecticut limited liability company**

**(“Tenant”)**

## TABLE OF CONTENTS

	<u>Page</u>
1. PREMISES. ....	3
2. ACCESS AND TERM.....	4
3. RENT, SECURITY DEPOSIT, AND OPTION RENT. ....	8
4. REAL PROPERTY TAXES.....	9
5. TENANT RIGHT IN COMMON WITH THE PUBLIC .....	9
6. TAXES.....	9
7. INSURANCE; INDEMNITY; SUBROGATION. ....	9
8. USE.....	12
9. MAINTENANCE, REPAIRS, ALTERATIONS. ....	13
10. UTILITIES.....	14
11. LIENS. ....	15
12. ASSIGNMENT AND SUBLETTING. ....	15
13. TENANT DEFAULTS, REMEDIES .....	20
14. DESTRUCTION.....	24
15. CONDEMNATION.....	24
16. ADVERTISING, SIGNS AND DISPLAYS. ....	25
17. COMPLIANCE WITH LAWS.....	25
18. HOLDING OVER. ....	25
19. LATE CHARGE AND INTEREST. ....	26
20. QUIET ENJOYMENT.....	26
21. RIGHT OF ENTRY.....	26
22. WAIVERS. ....	26
23. TRANSFER OF LANDLORD’S INTEREST.....	27
24. TENANT ESTOPPEL CERTIFICATES. ....	27
25. [RESERVED.].....	27
26. REAL ESTATE BROKER; FINDERS. ....	27
27. SUBORDINATION/ATTORNMENMENT AND NON-DISTURBANCE. ....	27
28. LIMITATION ON LIABILITY. ....	28
29. NO ACCORD AND SATISFACTION.....	28
30. OUTDOOR MUSIC .....	28
31. ARBITRATION. ....	28
32. NOTICES.....	28
33. MISCELLANEOUS.....	29

The following exhibits are attached hereto and incorporated herein and into the Lease by this reference:

- Exhibit A - Legal Description of the Premises
- Exhibit B – Site Plan
- Exhibit C - Construction Obligations
- Exhibit D - Confirmation Letter
- Exhibit E - Tenant Estoppel Certificate



## LEASE SUMMARY

This Lease Summary is attached to and incorporated into that certain lease between Landlord and Tenant as defined in the Preamble of such lease (the “**Lease**”). In the event of any conflict between the provisions of this Lease Summary and the provisions of the Lease (absent the incorporated provisions of this Lease Summary) the provisions of the Lease (absent the incorporated provisions of this Lease Summary) shall control. References in this Lease Summary to Articles and Sections are to Articles and Sections of the Lease. For purposes of the Lease, the following terms shall have the following meanings:

<b>Effective Date of Lease:</b>	December ____, 2024
<b>Premises:</b>	That certain real property known as 6 Rock Street, West Haven, Connecticut, more particularly described on <u>Exhibit A</u> attached to and made a part of the Lease, excluding the Public Area (as defined in Section 5 of the Lease), together with the building and improvements located thereon on the Effective Date.
<b>Landlord:</b>	<b>CITY OF WEST HAVEN</b> , a municipal corporation organized and existing under the laws of the State of Connecticut
<b>Landlord’s Notice Address:</b>	<b>CITY OF WEST HAVEN</b> 355 Main Street West Haven, CT 06510 Attn: Corporation Counsel Telephone: 203-937-3600
<b>Landlord’s Payment Address</b>	[TBD]
<b>Tenant:</b>	<b>RTR Hospitality Group, LLC</b> A Connecticut limited liability company
<b>Tenant’s Notice Address:</b>	<b>RTR Hospitality Group, LLC</b> 8 Morse Avenue West Haven, CT 06854 Attention: Peter Mennona
<b>With a copy to:</b>	<b>FRANCIS LIETO</b> Goldman Gruder & Woods, LLC 105 Technology Drive Trumbull, CT 06611 Email : Flieto@goldgru.com
<b>Guarantor:</b>	None.
<b>Permitted Use: (Section 8.1)</b>	The Premises shall be used exclusively for a first-class restaurant and banquet facility with outdoor and rooftop dining.

<b>Premises Address:</b>	6 Rock Street West Haven, Connecticut				
<b>Floor Area of Building on the Premises: (Article 1)</b>	Approximately 34,479 s.f of total area; 11,952 s.f. ground floor; 11,602 s.f. basement space, plus approximately 6650 s.f. of rooftop space and 4,275 s.f. of outdoor bar and dining space.				
<b>Initial Term: (Section 2.1)</b>	Twenty (20) years from Commencement Date of Lease				
<b>Option Periods: (Section 2.3)</b>	Two (2) consecutive periods of five (5) years each				
<b>Delivery Date: (Section 2.1)</b>	Effective Date of Lease				
<b>Commencement Date: (Section 3.1)</b>	The earlier to occur of (i) that date upon which the Premises is opened for business with the general public, (ii) forty-five (45) days after Tenant's receipt of a certificate of occupancy such that Premises is able to be opened for business to the general public, subject to extension in accordance with the provisions of the Lease				
<b>Base Rent: (Section 3.1)</b>	<table border="0"> <tr> <td><b><u>Per Month</u></b></td> <td><b><u>Per Year</u></b></td> </tr> <tr> <td>\$ 9,000.00</td> <td>\$108,000.00</td> </tr> </table> <p>Subject to CPI Adjustment (as defined in Section 3.1 of the Lease) once every five (5) years during the Initial Term and any Option Periods.</p>	<b><u>Per Month</u></b>	<b><u>Per Year</u></b>	\$ 9,000.00	\$108,000.00
<b><u>Per Month</u></b>	<b><u>Per Year</u></b>				
\$ 9,000.00	\$108,000.00				

## LEASE

This LEASE (“**Lease**”) is made and entered into as of December \_\_\_, 2024 (the “**Effective Date**”), by and between the **CITY OF WEST HAVEN**, a municipal corporation organized and existing under the laws of the State of Connecticut (“**Landlord**” or “**City**”), and **RTR HOSPITALITY GROUP, LLC**, a Connecticut limited liability company (“**Tenant**”). Each of Landlord and Tenant is sometimes individually referred to in this Lease as a “**Party**” and, collectively, as the “**Parties.**”

### 1. PREMISES.

1.1 Premises. In consideration of the mutual promises, covenants and conditions herein set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, as described in the Lease Summary, upon the terms and conditions stated in this Lease. The Premises consist of the real property more particularly described on Exhibit A attached hereto and made a part hereof, along with the building (“**Building**”) and improvements located upon the Premises on the Effective Date and shown on the site plan attached hereto and made a part of as Exhibit B. Subject to obtaining necessary governmental and regulatory approvals, Tenant shall renovate the Building to contain the approximate square footage set forth in the Lease Summary, all in accordance with plans, specifications and drawings to be approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and the provisions of this Lease. Landlord acknowledges that Tenant currently plans to perform significant renovations on the Building and perform work for other improvements on the Premises, and Landlord agrees that Tenant may perform all such work in accordance with the provisions of this Lease. The term “**floor area**”, as used in this Lease, shall mean all areas of the Building designated for the exclusive use of Tenant measured from the exterior surface of exterior walls (and extensions, in the case of openings) and from the center of interior demising walls, and shall include, but not be limited to, restrooms, mezzanines, warehouse or storage areas, clerical or office areas and employee areas; provided that outdoor bar and dining areas shall not be included in such calculations.

1.2 [Reserved.]

1.3 Lease to Tenant. The Premises are leased (a) subject to (i) any state of facts an accurate survey of the Premises would show, (ii) any state of facts a personal inspection would show, (iii) rights, easements and restrictions of record, (iv) present and future zoning laws, ordinances, resolutions of any governmental authority and all present and future ordinances, statutes, laws, regulations and orders of all boards, bureaus, departments, agencies, commissions and bodies of any municipal, county, state or federal sovereign, and (v) the effect of all present and future municipal, state or federal laws, orders and regulations relating to the Tenant, sub-lessees (if any) or occupants of the Premises. The Landlord represents that it has the absolute right to lease the Premises to Tenant in the manner prescribed by this Lease.

1.4 Services by Landlord. The Landlord shall deliver the Premises to the Tenant free of all personal property and debris. Other than as aforesaid or to the contrary elsewhere herein, Landlord is not and shall not be required under this Lease to render any services of any kind to Tenant.

Acceptance by Tenant. Except for Landlord's obligation to deliver the Premises to Tenant free of all personal property and debris, Tenant accepts the Premises "AS IS", with all faults, including, without limitation, any and all buildings and other structures (both above and below grade) presently situated thereon in their present condition, without warranty of any kind, except as to Landlord's title to the Premises. Tenant agrees to renovate and rehabilitate the Premises and improvements thereon in accordance with all applicable laws, ordinances, rules, regulations and other governmental requirements, (including, without limitation, all Environmental Laws (as defined in Section 17.2) without cost or expense to Landlord, in accordance with the provisions of this Lease. Notwithstanding the foregoing, should the Tenant discover the presence of any Hazardous Materials (as defined in Section 17.2) upon the Premises after delivery, for which the cost of remediation payable to third parties is reasonably estimated in writing by an environmental remediation contractor licensed in the State of Connecticut and reasonably acceptable to Landlord to exceed the sum of \$70,000.00, and Landlord does not agree in writing within thirty (30) days after receipt of such written estimate ("**Landlord's Acceptance Period**") to bear such remediation costs payable to third parties in excess of the sum of \$70,000.00 ("**Excess Remediation Costs**"), Tenant shall have the right, by written notice to Landlord within thirty (30) days after expiration of Landlord's Acceptance Period without Landlord having agreed to bear Excess Remediation Costs, to terminate this Lease, whereupon the Parties shall be released and relieved from all further liability hereunder, except for the Parties' obligation under Section 7.5, which shall survive such termination for so long as is necessary to fulfill the intent thereof. If, within Landlord's Acceptance Period, Landlord agrees to bear Excess Remediation Costs and to the extent that same do not exceed six months of Base Rent, Landlord may bear them in the form of a credit to Base Rent (as defined in Section 3.1) beginning immediately upon the Commencement Date (as defined in Section 2.2). Landlord's liability for Excess Remediation Costs, including the related Base Rent credit, shall be based upon documentation reasonably acceptable to Landlord regarding Tenant's third party costs of environmental remediation.

1.5 Compliance with Laws. The Premises shall be renovated, rehabilitated and modified, and the Tenant Improvements (as defined in Section 2.2) shall be completed in a good and workmanlike manner and in conformance with all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over them, and in accordance with the other provisions of this Lease.

## 2. ACCESS AND TERM.

2.1 Access. Commencing on the Effective Date, Tenant and its employees, agents, designees, contractors and consultants shall have exclusive access to the Premises twenty-four (24) hours a day and seven (7) days a week. During the performance of Tenant's Work, Tenant shall provide its employees, agents, designees, contractors and consultants with customary, appropriate safety equipment for accessing the Premises, and Tenant shall be responsible for causing any such party entering the Premises on behalf of Tenant to observe all reasonable workplace safety rules and regulations. Tenant shall carry and shall cause its designees and consultants who access the Premises at the request of Tenant to carry the insurance specified in Section 2.5 of Exhibit C attached hereto and made a part hereof, for their anticipated activities on the Premises. Tenant agrees to perform Tenant's Work in a commercially reasonable manner so as to minimize interference with the use of the area immediately adjacent to the Premises.

2.2 Term. All obligations under this Lease, except with respect to the Tenant's Work (defined below in this Section 2.2) and as otherwise specified herein, including under Section 2.1 above, shall commence upon the earlier of (i) that date upon which the Premises is opened for business with the general public, (ii) forty-five (45) days after Tenant's receipt of a certificate of occupancy such that Premises is able to be opened for business to the public ("**Commencement Date**"). The Initial Term of this Lease shall be for twenty (20) years as set forth in the Lease Summary, commencing on the Commencement Date. "**Lease Term**" or "**Term**" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.4). All obligations with respect to the Tenant Improvements (as defined in the next sentence) are referred to in this Lease as "**Tenant's Work**" and shall be at Tenant's sole cost and expense. The term "**Tenant Improvements**" shall mean improvements, modifications and renovations to the Building and all other improvements to the Premises constructed by Tenant, its agents, contractors or employees, all of which shall be considered Landlord's property, subject to Tenant's leasehold interest therein. Within fifteen (15) business days after submittal from Landlord to Tenant of a proposed confirmation letter substantially in the form attached hereto and made a part hereof as Exhibit D confirming completion of the Tenant Improvements, the Commencement Date and any other matters reasonably requested by Landlord, Tenant shall execute and deliver to Landlord such confirmation letter. Tenant's failure to timely execute and deliver to Landlord such confirmation letter within such fifteen (15) business day period shall be deemed to constitute Tenant's approval of such confirmation letter as submitted to Tenant by Landlord.

2.3 Lease Year. For the purpose of this Lease and the five (5)-year anniversary dates for rental adjustments, the first "**Lease Year**" shall begin on the Commencement Date and shall expire on the day before the first anniversary date of the Commencement Date. For the purposes of the remainder of the Lease Term, "**Lease Year**" shall mean each consecutive twelve (12) month period following the first Lease Year.

2.4 Option Periods. Provided that Tenant is not in default at the time Tenant exercises its option under this Lease, Tenant may extend the Term for up to two (2) consecutive five (5)-year periods ("**Option Periods**") by giving notice of exercise thereof to Landlord at least one hundred eighty (180) days before the date the then Lease Term would otherwise expire. All of the terms and conditions of the Lease (except the foregoing right to extend the Term, any rental concession, or other concession previously granted to Tenant) shall apply to the Option Periods, including the five (5)-year CPI Adjustment (as defined in Section 3.1).

2.5 Approvals Contingency.

2.5.1 Municipal Approvals. Tenant shall file applications as soon as reasonably practicable to obtain any and all approvals necessary for the use of the Premises for the Permitted Use (as defined in Section 8.1) and for the development and construction of the Tenant Improvements upon the Premises from all relevant public and quasi-public agencies, commissions, and departments, including, to the extent necessary, the Board of Zoning Appeals, City Planning and Zoning Commission, and the State Traffic Commission, other than such permits and approvals that are not possible to obtain until subsequent to detailed plans, specifications and drawings ("**Municipal Approvals**"). Landlord will make a reasonable effort to work with and assist Tenant in obtaining the Municipal Approvals, provided, however, it is agreed and understood that the Landlord does not have control over the independent municipal boards or commissions referred to

under this Section 2.5.1, and has no control over any state or federal agencies. If, despite Tenant's reasonable, diligent efforts, Tenant is unable to obtain final, non-appealable Municipal Approvals within one hundred twenty (120) days after the Effective Date (the "**Municipal Approvals Deadline**"), then Tenant within ten (10) business days after the Municipal Approvals Deadline, may give written notice to Landlord either (i) terminating this Lease or (ii) extending the Municipal Approvals Deadline for a period of up to sixty (60) days. Failure of Tenant to provide such notice shall be deemed Tenant's election to terminate this Lease. If Tenant terminates this Lease (or is deemed to have terminated this Lease), each Party shall be released and relieved from all liability hereunder, except for their respective obligations pursuant to Section 7.5, which shall survive expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

2.5.2 Plans, Drawings and Specifications. Within one-hundred eighty (180) days after the Tenant's receipt of all Municipal Approvals and the expiration of applicable appeals periods, Tenant shall, at Tenant's expense, submit to Landlord fully detailed working, plans, specifications and drawings covering all aspects of Tenant's Work, as further described on Exhibit C, along with applications for all required building permits, approvals, licenses and consents for Tenant's Work and for the Permitted Use of the Premises (collectively, the "**Permits**"). Within thirty (30) days after receipt thereof, Landlord shall notify Tenant in writing either that the plans, specifications and drawings are: "Approved as Submitted"; "Approved Subject to Comments"; or "Disapproved," with requirements for changes and/or submittal of supplementary information. Tenant shall address Landlord comments or disapproval if and as applicable within thirty (30) days thereafter. Landlord shall have a fifteen (15) day review period to either accept Tenant's addressing of such comments and/or disapproval or require the process to be repeated as required until the date Landlord indicates in writing that Landlord is satisfied with such plans, specifications and drawings ("**Landlord's Sign-off Date**"). Such detailed working plans, drawings and specifications shall be used by Tenant for Tenant's Work Notwithstanding Landlord's review and approval of such plans, specifications and drawings, neither Landlord, nor its agents, servants or employees shall have any liability in any respect for any inadequacies, deficiencies, errors or omissions in such plans, specifications and drawings.

2.5.3 Permits. Within fifteen (15) days following Landlord's Sign-off Date, Tenant shall apply for, assume all costs of and prosecute, with reasonable diligence, all Permits, all in accordance with the plans, specifications and drawings approved by Landlord pursuant to Section 1.1 and Section 2.5.2. Landlord will make a reasonable effort to work with and assist Tenant in obtaining the Permits that are in accordance with the plans, specifications and drawings approved by Landlord pursuant to Section 1.1 and Section 2.5.2, provided, however, it is agreed and understood that the Landlord does not have control over the independent municipal boards, commissions of officials, and has no control over any state or federal agencies. If, despite Tenant's reasonable, diligent efforts, Tenant is unable to obtain the Permits on or before the expiration of one hundred eighty (180) days following Landlord's Sign-off Date (the "**Permit Deadline**"), then Tenant, within ten (10) business days after the Permit Deadline, shall give written notice to Landlord either (i) terminating this Lease, or (ii) extending the Municipal Approvals Deadline for a period of up to sixty (60) days. If Tenant terminates this Lease (or is deemed to have terminated this Lease), in accordance with the provisions of this Section 2.5.3, each Party shall be released and relieved from all further liability hereunder except for their respective obligations pursuant to Section 7.5, which shall survive expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof..

2.6 Landlord Termination Right. Landlord's agreement to enter into this Lease is specifically conditioned upon Tenant's timely completion of all Tenant Improvements. If Tenant has not completed all Tenant Improvements sufficient to open Premises for business to the general public within fifteen (15) months after Tenant obtains the Permits plus any applicable extension of time granted by the provisions of this Lease and shall fail to cure within sixty (60) days following receipt of written notice of such failure, the Tenant shall have the option to: (i) accelerate the Commencement Date and immediately commence paying Rent pursuant to this Lease, provided Tenant has been diligently pursuing completion of the Tenant Improvements in accordance with the provisions of this Lease or (ii) terminate this Lease (which shall be deemed elected by Tenant if Tenant does not commence paying Rent within such sixty (60) day period) whereupon and all right, title and interest of Tenant in the Lease, Premises and all Tenant Improvements and other property located on Premises shall become property of Landlord with no recourse or defense available to Tenant immediately upon receipt of written notice from Tenant to Landlord of exercising its right of termination. Should the Tenant choose option (i) as aforesaid, Tenant shall continue to diligently pursue completion of the Tenant Improvements in accordance with the provisions of this Lease, and after payment of twelve (12) months of Rent, if it still has not completed all Tenant Improvements sufficient to open Premises for business to the general public, then in such event the Landlord, upon written notice to Tenant, may terminate this Lease whereupon and all right, title and interest of Tenant in the Lease, Premises and all Tenant Improvements and other property located on Premises shall immediately become property of Landlord with no recourse or defense available to Tenant immediately upon receipt of written notice from Landlord to Tenant of Landlord's intent to re-enter and take possession of the Premises whereupon all rights and obligations of the Parties under this Lease shall terminate, except for the Parties' respective obligations pursuant to Section 7.5, which shall survive expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

2.7 Cooperation. Commencing upon the Effective Date and continuing throughout the Term, provided Tenant is not in default in performance of any of its obligations under this Lease Landlord, at no out-of-pocket cost to it, and subject to such other provisions of this Lease that may be applicable, shall reasonably cooperate, from time to time, with Tenant in Tenant's efforts to obtain financing (or refinancing) for the proposed Tenant Improvements and any future remodeling and/or reconstruction of them.

2.8 Automatic Extension. Notwithstanding anything else contained hereunto the contrary, if Tenant has applied for the Municipal Approvals or Permits, as applicable, within the time periods specified above but the Municipal Approvals or Permits, as applicable, have not been issued due to Force Majeure (as defined in Section 33.4 below), or the Tenant Improvements have not been completed within fifteen (15) months after Tenant obtains the Permits due to Force Majeure, then Tenant shall have an additional period of time to obtain the Municipal Approvals or Permits, or complete the Tenant Improvements, as applicable, on a day-for-day basis during the pendency of any such Force Majeure. Subject to Force Majeure, Tenant shall diligently pursue all Municipal Approvals, Permits, preparation of plans, specifications and drawings and Tenant's Work.

3. RENT, SECURITY DEPOSIT, AND OPTION RENT.

3.1 Rental Payment. Tenant shall pay to Landlord as base rent (“**Base Rent**”) as stated below per month beginning on the Commencement Date.

<u>Per Month</u>	<u>Per Year</u>
\$ 9,000.00	\$108,000.00

The Base Rent shall be increased every five (5) years during the Term by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, “U.S. City Average/All Items and Major Group Figures for all Urban Consumers, Northeast Region (1982-84 = 100),” or the nearest comparable data on changes in the cost of living, if such index is no longer published (the “**CPI Adjustment**”) The CPI Adjustment shall be determined by comparison of the figure for the date that is one (1) month prior to adjustment. In no event shall this calculation cause a reduction in Base Rent. The proposed adjustment shall be presented by Landlord to Tenant fifteen (15) days prior to the effective date of the increase.

Payments shall be made in advance in monthly installments on or before the first (1<sup>st</sup>) day of each and every month of the Lease Term from and after the Commencement Date. Base Rent for any period during the Term, which is for less than a full calendar month, shall be prorated based on the number of actual days in the month. Base Rent adjustments set forth herein shall occur on the first (1st) day of the applicable Lease Year. All Rent (as defined in this Section 3.1) shall be payable without demand, deduction or offset, to Landlord at the address stated in the Lease Summary, or to such other persons or at such other places and in such manner as Landlord may designate in writing. References in this Lease to “**Additional Rent**” or “**additional rent**” shall mean all monetary amounts owing from Tenant to Landlord other than Base Rent. The Lease is a net lease, excepting Real Property Taxes (as defined in Section 6.1), which, if applicable, shall be the sole obligation of the Landlord, but all other taxes (including Personal Property Taxes), as well as all assessments and all costs of utilities, repairs, operations and maintenance and all other expenses, together with all required capital expenditures, regarding the Premises being the exclusive obligation of Tenant, except as provided in Section 9.1. The terms “**Rent**” and “**Rental**” shall mean all Base Rent and additional rent that may be due from Tenant to Landlord pursuant to this Lease. If requested by Landlord, Tenant shall pay all Rent due hereunder by electronic funds transfer (“**EFT**”). Within five (5) days after receipt of Landlord’s written request, Landlord and Tenant shall each furnish the other all information necessary to allow Tenant to make payment by EFT. The payments hereunder are intended to qualify as rents from real property under Section 512(b)(3) of the U.S. Code and the provisions of this Lease shall be interpreted consistently with such intent.

3.2 Option Rent. If Tenant exercises its option to extend the Lease Term, effective the first day of each Option Period, Base Rent shall be increased by the CPI Adjustment.



4. REAL PROPERTY TAXES.

The Landlord shall be solely responsible for one hundred percent (100%) of the Real Property Taxes (as defined in Section 6.1) for the Premises, including the Building and improvements located thereon.

5. TENANT RIGHT IN COMMON WITH THE PUBLIC.

The Tenant shall have the nonexclusive right to use in common with the public the area, more particularly illustrated as “Open Space” and “Public Easement” on Exhibit B attached hereto and made a part hereof, consisting of the public area lawn, public easement and public walkway, which shall not be part of the Premises (the “**Public Area**”). Landlord, at its sole cost and expense, shall be responsible for repair, replacement and maintenance of the Public Area during the Term.

6. TAXES.

6.1 Real Property Taxes. The term “**Real Property Taxes**” shall include, without limitation, any general or special assessment, tax, commercial rental tax, in lieu tax, levy, charge, or similar imposition imposed by any authority, including any government or any school, agricultural, lighting, drainage or other improvement or assessment district (general or special), or any agency or public body, as against any legal or equitable interest of Landlord in the Premises.

6.2 Other Property Taxes. Tenant shall be responsible to pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in or upon the Premises or elsewhere (“**Personal Property Taxes**”). Tenant shall use reasonable efforts to cause the Improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed and billed in Tenant’s name, separately from the Premises and other real property of Landlord.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated “A” or better in the most recent edition of “Best’s Insurance Guide” and authorized to do business in the State of Connecticut, Tenant’s liability insurance policies under Section 7.2 and 7.3 below shall each name Landlord and any parties designated by Landlord as additional insureds utilizing ISO Endorsement Form CO 2011 11/85 or equivalent, and Tenant’s special form property coverage insurance maintained under Section 7.3 below shall name Landlord as a loss payee thereunder, as Landlord’s interest may appear. Any deductible amounts under any insurance policies required under this Article 7 shall be commercially reasonable, and subject to Landlord’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall deliver to Landlord copies of its insurance policies required by this Article 7, or a certificate evidencing that such coverage is in effect, within ten (10) days prior to the Effective Date and thereafter at least five (5) days before the expiration dates of expiring policies. Tenant’s liability insurance policy shall contain an endorsement stating that Tenant’s coverage shall be primary insurance with respect to Landlord and its officers, agents, employees, board members and commission members and any insurance or self-insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant’s

insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the Lease Term a policy of commercial general liability insurance insuring against any liability arising out of the use, occupancy, or maintenance of the Premises by Tenant or any of the Tenant Parties (as defined in Section 17.2) and the acts, omissions and negligence of Tenant or any of the Tenant Parties in and about the Premises. As of the Effective Date, such insurance shall provide coverage for and shall be in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate for bodily injury and property damage with limits dedicated to the Premises. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents and employees. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Tenant shall keep in force during the Lease Term Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Tenant's commercial general liability insurance coverage and automobile liability insurance coverage must be on an "occurrence" basis and may not be maintained on a "claims made" basis.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage on the Tenant Improvements in an amount not less than one hundred percent (100%) of their full guaranteed replacement value, the proceeds of which shall, so long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain Worker's Compensation insurance in accordance with the laws of the State of Connecticut and employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident. In the event Tenant sells or serves alcoholic beverages from the Premises, Tenant shall maintain a customary policy of liquor liability insurance with limits no less than those required above with respect to Tenant's commercial general liability insurance under Section 7.2. All such other insurance policies shall name Landlord, as an additional insured.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other Party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such Party, its agents, employees or contractors) if such loss or damage is covered by insurance benefiting the Party suffering such loss or damage or is required to be covered by insurance pursuant to this Lease. Landlord and Tenant agree that deductibles under Tenant's insurance policies and other amounts that are self-insured by Landlord or Tenant shall be deemed covered by insurance and all claims for recovery thereof are hereby waived. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

## 7.5 Waiver and Indemnification.

7.5.1 Waiver and Indemnification by Tenant. To the fullest extent permitted by law, and subject to the waiver of subrogation set forth in Section 7.4, to the fullest extent allowed by law, Tenant shall (and shall cause its contractors, subcontractors, subtenants, sublessees, affiliates and assigns to agree) that neither Landlord nor Landlord's employees, agents, representatives and contractors shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person on or about the Premises during the Term of this Lease. To the fullest extent permitted by law, Tenant shall defend, indemnify and hold Landlord and Landlord's agents, officers, directors, employees, contractors, property manager and mortgagees harmless against and from any and all claims, liabilities, losses, damages, suits, costs and expenses of any kind or nature including reasonable attorneys' fees arising from or relating to (a) use of the Premises by Tenant or any of the Tenant Parties, or (b) any acts or omissions of Tenant or any of the Tenant Parties. The provisions of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

7.5.2 Waiver and Indemnification by Landlord. Notwithstanding anything set forth to the contrary, nothing in this Agreement shall make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence or recklessness of Landlord or its agents, officers, directors, employees, officials, contractors or invitees or Landlord's use of the Premises. Furthermore, Landlord shall protect, indemnify, defend and hold Tenant harmless from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability, cost and expense (including reasonable attorneys' fees) in connection with loss of life, bodily injury, personal injury and/or damage to the property of whatever kind or character, to the extent arising from or out of any acts or omissions of Landlord or its agents, officers, directors, employees, officials, contractors or invitees or Landlord's use of the Premises.

7.5.3 Environmental Indemnification by Tenant. Tenant covenants and agrees at all times to indemnify, hold harmless and defend Landlord, its successors and assigns, as owner of the Premises from and against any and all liability, loss, damage, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), cause of action, suit, claim, demand or judgment against the Tenant and/or the Premises of any nature pertaining to Hazardous Materials or other waste-like or toxic substances located or emanating from or relating to the Premises, including, but not limited to, liens or claims of any federal, state or municipal government or quasi-governmental agency or any third person, whether arising under any federal, state or municipal law or regulation or tort, contract or common law, to the extent resulting from the actions or inactions of Tenant or Tenant's agents, employees or contractors.

7.5.4 Environmental Indemnification by Landlord. Landlord covenants and agrees at all times to indemnify, hold harmless and defend Tenant, its successors and permitted assigns, as owner of the Premises from and against any and all liability, loss, damage, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), cause of action, suit, claim, demand or judgment against the Tenant and/or the Premises of any nature pertaining to

Hazardous Materials or other waste-like or toxic substances originating at, located at, emanating from, emanating onto, associated with or relating to the Premises prior to the Effective Date, including, but not limited to, liens or claims of any federal, state or municipal government or quasi-governmental agency or any third person, whether arising under any federal, state or municipal law or regulation or tort, contract or common law, except to the extent such conditions are exacerbated by Tenant. For the avoidance of doubt, the Landlord's indemnification of Tenant hereunder shall apply to the discovery of Hazardous Materials present upon the Premises or resulting from a condition which existed prior the Effective Date but not discovered until thereafter.

7.5.5 Survival. The provisions of this Section shall survive the expiration or earlier termination of this Lease for so long as is necessary to fulfill the intent thereof.

7.6. Insurance Policies. Upon request from Landlord, Tenant shall provide Landlord with insurance policies for insurances required under this Article 7.

## 8. USE.

8.1 Permitted Use Defined. The Premises shall be used exclusively as a first-class restaurant and banquet facility that will include rooftop and outdoor dining (the "**Permitted Use**").

### 8.2 Events.

8.2.1 Community Events. Landlord is a municipal government entity and as such holds or sponsors a number of special local events and fundraisers to celebrate holidays and other occasions, promote good health and wellbeing, and promote charitable causes for the benefit of the residents of West Haven and the general public "**Community Events**". In furtherance of that purpose, Tenant shall cooperate with the City in connection with such Community Events, including the Independence Day Fireworks, the Savin Rock Festival, the Heart Walk, the Alzheimer Walk, and Dominate the Day events, over the course of each calendar year, starting with the Effective Date and during the entire Term. As its part of any such Community Event, the Tenant shall permit Landlord the nonexclusive use of the parking lot on Premises for Community Events. The exact number and dates of all such Community Events shall be reasonably determined by Landlord at the beginning of each calendar year during the Term but shall not exceed six (6) per Lease Year, with no more than one (1) Community Event per calendar month, subject to addition and modification by mutual written consent of the Tenant, which consent may not be unreasonably withheld, conditioned or delayed. Landlord may bring shuttle vehicle to the Premises for shuttling of people who park at the Premises to and from Community Events. Beach parking at the Premises shall not be permitted, except when the beach area is used for a Community Event.

8.2.2 Tenant Events. Tenant may hold restaurant or banquet events for which the parking areas on the Premises may be inadequate ("**Extraordinary Tenant Events**"). Landlord agrees that, Tenant, on a non-exclusive basis, may use parking areas owned or controlled by the Landlord or the West Haven Board of Education, including West Haven High School, which approval shall be in writing from the Mayor's Office Chief of Staff or his or her designee, and may not be unreasonably withheld, conditioned or delayed for shuttle parking for Extraordinary Tenant

Events “Extraordinary Tenant Event Parking Areas”. Such parking arrangements are subject to pre-emption by subsequently scheduled City or school events. In the event of pre-emption, Landlord shall use reasonable efforts to provide alternate shuttle parking for such Extraordinary Tenant Events. Tenant may bring shuttle vehicles onto Extraordinary Tenant Event Parking Areas for shuttling of people to and from Extraordinary Tenant Events.

8.3 Local Hiring. Tenant agrees that Tenant will not discriminate against any employee or applicant for employment or any customers on the basis of race, color, religion, sex, disability, or national origin and that Tenant will engage in all commercially reasonable efforts to recruit and hire qualified West Haven residents to perform Tenant Work and to work at the Premises.

8.4 Operations Obligation. Excluding closures for reasonable periods of time for remodeling as permitted under this Lease (not to exceed any six (6)-month period), closures due to rebuilding and repair after casualty or condemnation for such period as is reasonably necessary for such rebuilding and repair, closures for national holidays in Tenant’s discretion, and closures due to Force Majeure that prevent the operation of Tenant’s business on the Premises, if after Tenant initially opens for business to the public at the Premises, and Tenant thereafter fails to remain open for business in any portion of the Premises for a period of thirty (30) or more consecutive days (other than for seasonal rooftop and outdoor dining), then Tenant shall not be in default under any provision of this Lease as a result thereof, but Landlord, nevertheless, shall have the right to terminate this Lease upon thirty (30) days’ prior written notice to Tenant if Tenant does not re-open prior to the expiration of such thirty (30)-day notice period. If Landlord terminates this Lease pursuant to this provision, each Party shall be released and relieved from all further liability hereunder except for obligations that survive expiration or earlier termination of this Lease, including the Parties’ obligations under Section 7.5.

## 9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant’s Obligations. Commencing on the Effective Date and excluding Landlord’s obligations under Section 9.2, Tenant, at its sole cost and expense, shall make and perform all maintenance, repairs and/or replacements to the Premises including the roof, exterior and interior walls, structural parts and structural floor of the Building and improvements on the Premises, the utilities, pipes and conduits located within the Building (the Landlord shall be responsible for any maintenance, repairs and/or replacements of the utilities, pipes and conduits running from the public street to the Building, except to the extent such maintenance, repairs and/or replacements are necessitated by acts or omissions of the Tenant. Without limiting the foregoing, Tenant shall promptly address, at its sole cost and expense, all pipe clogs resulting from Tenant’s acts or omissions.), the sidewalks, curbs, paving, repaving, resurfacing, striping, re-striping, signage and landscaping located on the Premises, including all Tenant Improvements and shall keep the entire Premises in good order and repair (“**Tenant’s Premises Obligations**”). Tenant shall defend, indemnify and hold harmless Landlord in connection with all Tenant’s Premises Obligations in accordance with the provisions of Section 7.5, and Tenant’s failure to maintain the Premises in good order and repair shall constitute a material breach of the Lease and grounds for default under Section 13.1.

9.2 Landlord’s Obligations. Except for Landlord’s obligations for maintenance of the Public Area in accordance with Section 5, and maintenance, repairs and/or replacements of the

utilities, pipes and conduits running from the public street to the Building in accordance with Section 9.1, Landlord shall not be obligated to make or perform any repairs, maintenance or replacements of any kind, nature, or description whatsoever, to the Premises, including Building and the other improvements on the Premises.

9.3 Surrender. Prior to the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's signs and personal property removed. Tenant shall remove all trade fixtures, personal property and signs from the Premises and shall promptly repair any damage as a result of such removal. Title to any of the foregoing not removed by Tenant, at Landlord's discretion and choice, shall pass automatically to Landlord upon expiration or earlier termination of this Lease or removed by Landlord at Tenant's expense.

9.4 Alterations. As used in this Lease, "**Alterations**" shall mean any alterations, additions and/or improvements (but not repair or replacement of existing improvements or Tenant Improvements with substantially similar improvements) made to the Premises by Tenant or any of the Tenant Parties after completion of the Tenant's Work. Tenant shall not make any Alterations to the exterior of the Building or the portion of the Premises outside the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All repairs and/or Alterations made by Tenant or any of the Tenant Parties (whether or not requiring Landlord's prior written consent), shall be performed in a good and workmanlike, lien-free manner, in compliance with the requirements of all applicable governmental authorities, in compliance with plans, specifications and drawings therefor that have been approved in advance and in writing by Landlord.

9.5 Personal Property. Personal property, fixtures and equipment placed by Tenant on or in the Premises (collectively, "**Personal Property**") shall consist of good quality materials. Provided Tenant is not in default under the Lease, no such Personal Property shall become a part of the realty. Subject to the provisions of Section 9.4, any Personal Property left at the Premises belonging to Tenant shall be deemed abandoned and shall, at Landlord's option, become the property of Landlord if not removed on or before the expiration of the Term or earlier termination of this Lease. If Tenant fails to remove all Personal Property from the Premises, Landlord may retain or remove same from the Premises and dispose of all or any portion of such property at Tenant's sole cost and expense. Tenant shall pay, prior to delinquency, any taxes and assessments that may be assessed or levied on or against any of Tenant's Personal Property placed on or in the Premises.

## 10. UTILITIES.

Tenant shall pay for all water, sewer, gas, electricity, trash and other utilities used at the Premises beginning on the Effective Date and continuing throughout the Lease Term, all of which shall be measured through meters installed and maintained by Tenant. Tenant shall cause all utility services to be placed under its name throughout such period. Tenant shall be responsible for the payment of all sewer and/or other utility connections, impact and/or hook-up fees for sewer and other utilities services supplied to the Premises and any other charges imposed in connection with the commencement of said services.

11. LIENS.

Tenant shall keep the Premises free from any liens or encumbrances arising out of any work performed, material furnished or obligations incurred by or for Tenant or any person or entity claiming through or under Tenant. Any claim to, or lien upon, the Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises. If any mechanics' or other lien shall be filed against the Premises purporting to be for labor or material furnished or to be furnished at the request of the Tenant, then Tenant shall at its expense cause such lien to be discharged of record by payment, bond or otherwise, within thirty (30) days after the filing thereof, and Tenant shall defend, indemnify and hold Landlord harmless from any losses, liabilities, or expenses arising therefrom in accordance with the provisions of Section 7.5.

12. ASSIGNMENT AND SUBLETTING.

12.1 Transfers.

12.1.1 Landlord's Consent. Subject to certain exceptions set forth in Section 12.7, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed as further described below: (a) assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (b) sublet the Premises or any part thereof, (c) permit the use of the Premises by any Persons other than Tenant, its employees, vendors, customers and invitees (all of the foregoing are hereinafter sometimes referred to collectively as "**Transfers**" and any Person to whom any Transfer is made or sought to be made is hereinafter sometimes referred to as a "**Transferee**"). As used in this Lease, the term "**Person**" means an individual, trust, partnership, limited liability company, joint venture, association, corporation and any other entity. Tenant agrees to reimburse Landlord upon written demand for legal fees and any other reasonable expenses and costs incurred by Landlord in connection with any proposed assignment or subletting or other Transfer.

12.1.2 Certain Transfers. For purposes of this Lease, the term "**Transfer**" shall also include, and all of the foregoing provisions shall apply to: (a) the conversion, merger or consolidation of Tenant into a corporation, limited liability company or limited liability partnership, (b) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners or members, or a transfer of a majority of partnership or membership interests, within a twelve (12) month period, or the dissolution of the partnership or company, and (c) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the change in control, dissolution, merger, consolidation or other reorganization of Tenant.

12.1.3 Transfer Notice. If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord in writing, which notice (a "**Transfer Notice**") shall include: (a) the proposed effective date (which shall not be less than twenty (20) nor more than 180 days after Tenant's notice), (b) the portion of the Premises to be Transferred (herein called the "**Subject**

**Space**”), (c) the terms of the proposed Transfer and the consideration therefor, the name, address and background information concerning the proposed Transferee, and a true and complete copy of all proposed Transfer documentation, and (d) financial statements (balance sheets and income/expense statements for the current and prior two (2) years) of the proposed Transferee, in form and detail reasonably satisfactory to Landlord, certified by an officer, partner or owner of the Transferee, and any other information to enable Landlord to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee’s business and proposed use of the Subject Space, and such other information as Landlord may reasonably require. Landlord shall respond to Tenant’s notice of a proposed Transfer within thirty (30) days following Tenant’s submission to Landlord of completed notice therefor in compliance with the foregoing provisions of this Section 12.1). Any Transfer made without complying with this Article shall at Landlord’s option be null, void and of no effect, or shall constitute an Event of Default under this Lease.

12.1.4 Approval. The Parties hereby agree that it shall be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed Transfer where one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) the Transferee is of a character or reputation or engaged in a business which is not consistent with the quality or nature of the Premises, (b) the Transferee intends to use the Subject Space for purposes which are not permitted under this Lease, (c) the Subject Space is not with appropriate means of ingress and egress suitable for normal renting purposes, would result in more than a reasonable number of occupants, or would require increased services by Landlord, (d) in the case of a proposed assignment of Tenant’s interest in the Lease (partial or full), the proposed Transferee does not have, in Landlord’s sole good faith determination, satisfactory references or a reasonable financial condition in relation to the Lease obligations to be assumed in connection with the Transfer, (e) the Transfer involves a partial or collateral assignment, or a mortgage, pledge, hypothecation, or other encumbrance or lien on this Lease, or a Transfer by operation of law, so long as such Transfer is not a Permitted Transfer, (f) the proposed Transfer involves conversion, merger or consolidation of Tenant into a limited liability company or limited liability partnership which would have the legal effect of releasing Tenant from any obligations under this Lease, (g) the proposed Transfer would cause Landlord to be in violation of any applicable laws or regulations or any other lease, mortgage or agreement to which Landlord is a party, or would create adverse tax consequences for Landlord, or (h) Tenant has committed and failed to cure an Event of Default.

12.2 Landlord’s Options; Recapture. Landlord shall have the option, exercisable by written notice delivered to Tenant within fifteen (15) days after Landlord’s receipt of a Transfer Notice accompanied by the other information described in Section 12.1, to: (a) permit Tenant to Transfer the Premises; or (b) disapprove the Tenant’s Transfer of the Premises and to continue the Lease in full force and effect as to the entire Premises. If Landlord approves of the proposed Transfer pursuant to Section 12.1 above, Tenant may enter into the proposed Transfer with such proposed Transferee subject to the following conditions: (i) the Transfer shall be on the same terms set forth in the Transfer Notice; (ii) no Transfer shall be valid and no Transferee shall take possession of the Premises until an executed counterpart of the assignment, sublease or other instrument effecting the Transfer (in the form approved by Landlord) has been delivered to Landlord pursuant to which the Transferee shall expressly assume all of Tenant’s obligations under



this Lease; and (iii) Tenant shall provide Landlord with a written ratification agreement from each guarantor of this Lease in form and substance satisfactory to Landlord.

12.3 Terms of Consent. If Landlord consents to a Transfer: (a) the terms and conditions of this Lease, including Tenant's primary liability for the Subject Space, shall in no way be deemed to have been waived or modified, (b) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, (c) no Transferee shall succeed to any rights provided in this Lease or any amendment hereto to terminate this Lease, to extend the Term of this Lease, expand the Premises, or lease other space, any such rights being deemed personal to the initial Tenant, (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord, and (e) Tenant shall furnish a complete statement, prepared by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Profit (as defined in Section 12.6) that Tenant has derived and shall derive from such Transfer. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant and any Transferee relating to any Transfer, and shall have the right to make copies thereof. If the Transfer Profit respecting any Transfer shall be found understated, Tenant shall within thirty (30) days after demand pay the deficiency, and if understated by more than two percent (2%) Tenant shall pay Landlord's costs of such audit. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) deem such sublease as merged and canceled and repossess the Subject Space by any lawful means, or (ii) deem such termination as an assignment of such sublease to Landlord and not as a merger, and require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If an Event of Default occurs under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney in fact, to direct any Transferee to make all payments under or in connection with the Transfer directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease).

12.4 No Release. Subject to Section 12.8, Landlord's consent to a Transfer shall not release Tenant of Tenant's obligations under this Lease and this Lease and all of the obligations of Tenant under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety). From and after any Transfer, the Lease obligations of the Transferee and of the original Tenant named in this Lease shall be joint and several. No acceptance of Rent by Landlord from or recognition in any way of the occupancy of the Premises by a Transferee shall be deemed a consent to such Transfer, or a release of Tenant from direct and primary liability for the further performance of Tenant's covenants hereunder. The consent by Landlord to a particular Transfer shall not relieve Tenant from the requirement of obtaining the consent of Landlord to any further Transfer. Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by any of Tenant's permitted Transferees, shall constitute a violation thereof by Tenant. In the event of default by any Transferee of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor.

12.5 Additional Conditions. Tenant shall not offer to make, or enter into negotiations with respect to any Transfer to any party that would be of such type, character, or condition as to be inappropriate as a tenant for the Building. It shall not be unreasonable for Landlord to disapprove any proposed assignment, sublet or transfer to any of the foregoing entities.

12.6 Transfer Profit. If Landlord consents to a Transfer, as a condition thereto, which the Parties hereby agree is reasonable, Tenant shall pay to Landlord, as Additional Rent, fifty percent (50%) of any Transfer Profit collected by Tenant from such Transfer. “**Transfer Profit**” shall mean for a lease assignment, all consideration paid or payable therefor. “**Transfer Profit**” shall mean, for a sublease, all rent, additional rent or other consideration paid by such Transferee in excess of the Rent payable by Tenant under this Lease (on a monthly basis during the Term, and on a per rentable square foot basis, if less than all of the Premises is transferred). Transfer Profit shall also include any bonus amount paid by Transferee to Tenant, and any payment in excess of the fair market value for services rendered by Tenant to Transferee or in excess of Tenant’s depreciated tax basis for assets, fixtures, inventory, equipment or furniture transferred by Tenant to Transferee. In determining Transfer Profit, Tenant shall be permitted to deduct any reasonable legal, brokerage and tenant improvement costs actually paid by Tenant to third parties unaffiliated with Tenant in connection with the particular Transfer, which costs shall have been documented to Landlord’s reasonable satisfaction (which costs shall be amortized on a straight-line basis over the term of the Transfer). Tenant shall pay such Transfer Profit to Landlord on a monthly basis within ten (10) days after receipt thereof, without affecting or reducing any other obligations of Tenant hereunder. Tenant shall send each such payment with a detailed statement. Landlord shall have the right to audit Tenant’s books and records to verify the accuracy of Tenant’s statement. For the avoidance of doubt, no Transfer Profit shall be due in connection with any Permitted Transfers (as defined in Section 12.7.3).

## 12.7 Permitted Transfers.

12.7.1 Permitted Transfers. Notwithstanding anything to the contrary set forth in this Article 12, Tenant shall be permitted to assign this Lease or sublease of the Premises to an “**Affiliated Company**” (as defined in Section 12.7.3) and to assign this Lease to a “**Successor Entity**” (as defined in Section 12.7.3) without obtaining Landlord’s prior written consent, subject to satisfaction of the conditions stated below in Section 12.7.2.

12.7.2 Conditions. Tenant shall not have any right to assign this Lease or sublet the Premises under Section 12.7.1 above unless each of the following conditions precedent are satisfied:

(a) Tenant shall deliver to Landlord notice at least ten (10) days prior the effective date of such Transfer with evidence reasonably satisfactory to Landlord that the conditions of this Section have been satisfied;

(b) no Event of Default exists at such time;

(c) such Transferee shall use the Premises only for those uses expressly permitted by the terms of this Lease;

(d) such transaction is not entered into as a subterfuge to avoid the restrictions and provisions of this Article 12;

(e) Subject to the provisions of Section 12.8, Tenant shall remain fully liable under this Lease and the Transferee shall agree with Landlord to be jointly and severally liable with Tenant for all Lease obligations including the obligation to pay all Rent due under this Lease and Landlord shall have received an acceptable assignment and assumption agreement to such effect from Tenant and Transferee;

(f) such Transferee shall execute an agreement in favor of Landlord to be bound by all of the obligations of Tenant hereunder, including, without limitation, the obligation to pay all Rent and other charges due under this Lease; and

(g) in the case of a Successor Entity, such Transferee (individually or collectively with all owned or controlled subsidiaries of Transferee) has a net worth at least equal to Tenant as of the date immediately prior to such merger, consolidation or transfer, as determined in accordance with generally accepted accounting principles; the determination of net worth shall be based upon financial information (reasonably acceptable to Landlord) certified by an independent certified public accountant.

### 12.7.3 Defined Terms.

**“Affiliated Company”** shall mean: (a) any business entity that is controlled by, is under common control with, or that controls Tenant. For purposes of determining whether an entity is an “Affiliated Company,” the term “control” shall mean ownership of a majority of the outstanding voting stock of a corporation, or, in the case of an entity that is not a corporation, control shall mean ownership of a majority of the equity or other ownership or membership interests, and the possession of the power to direct the management and policy of such corporation or such other entity.

**“Permitted Assignee”** shall mean any assignee that becomes the tenant under this Lease pursuant to a Permitted Transfer under this Section 12.7.

**“Permitted Subtenant”** shall mean any subtenant of a portion of the Premises that becomes a subtenant under this Lease pursuant to a Permitted Transfer under this Section 12.7.

“**Permitted Transfer**” shall mean a Transfer that is described in Section 12.7.1 and that is consummated in compliance with all of the applicable terms and conditions of this Section 12.7.

“**Successor Entity**” shall mean: (a) an entity into which, or with which, Tenant, or its corporate successors or permitted assigns, is merged or consolidated, in accordance with applicable statutory provisions for the merger or consolidation of corporations, provided that by operation of law or by effective provisions contained in the instruments for merger, all of Tenant’s liabilities are assumed in writing by such successor entity or are assumed by the entity surviving such merger or consolidation (by written instrument acceptable to Landlord), or (b) an entity that acquires all or substantially all of the equity interests in Tenant in order to effect a sale of Tenant’s business in lieu of a merger transaction, or (c) an entity acquiring this Lease, the goodwill and all or substantially all of the other property and assets of Tenant.

12.7.4 Effect of Transfer on Tenant Obligations. Except as expressly provided for in this Lease, the Transfer of any interest in this Lease shall not release Tenant from any of its obligations or liabilities hereunder and Tenant shall remain primarily liable for the payment of all sums due under this Lease and the performance of all obligations under this Lease as set forth in Section 12.4 above.

12.8 Release of Tenant. Notwithstanding the foregoing provisions, if Tenant executes a Transfer during the Term, Landlord agrees to release Tenant from all liability and obligations under the Lease arising from and after the third (3<sup>rd</sup>)-year anniversary of the effective date of such Transfer, provided that the Transferee is not in default under this Lease on such third (3<sup>rd</sup>)-year anniversary.

### 13. TENANT DEFAULTS, REMEDIES.

13.1 Tenant Events of Default. The occurrence of any one or more of the following events shall constitute an event of Tenant default under this Lease (each a “**Tenant Event of Default**”) hereunder:

13.1.1 Nonpayment of Base Rent or Additional Rent. Failure by Tenant to pay any installment of Base Rent, Additional Rent or any other amount, deposit, reimbursement or sum due and payable hereunder, later than that date which is five (5) days beyond when said payment is due; provided, however, on the first (1st) occasion only during any Lease Year with respect to Base Rent, Landlord shall furnish Tenant with written notice of such failure and permit Tenant a ten (10) day period to cure such failure.

13.1.2. Certain Obligations. Failure by Tenant to perform, observe or comply with any non-monetary obligation contained in Article 11 (“LIENS”), Article 7

(“INSURANCE; INDEMNITY; SUBROGATION”) and Article 12 (“ASSIGNMENT AND SUBLETTING”) of this Lease.

13.1.3. Other Obligations. Failure by Tenant to perform any non-monetary obligation, agreement or covenant under this Lease other than those matters specified in Section 13.1.2, and such failure continues for thirty (30) days after written notice by Landlord to Tenant of such failure; provided, however, that if the nature of Tenant’s obligation is such that more than thirty (30) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such thirty (30)-day period and thereafter diligently and continuously prosecutes the same to completion.

13.1.4. Assignment; Receivership; Attachment. (a) The making by Tenant of any arrangement or assignment for the benefit of creditors; (b) the appointment of a trustee or receiver to take possession of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where the Tenant fails to commence to restore and diligently pursue possession within thirty (30) days; or (c) the attachment, execution, or other judicial seizure of substantially all of Tenant’s assets located at the Premises or of Tenant’s interest in this Lease, where Tenant commences to and diligently pursues discharge such seizure within thirty (30) days.

13.1.5. Bankruptcy. The admission by Tenant or Tenant’s guarantor (if any) in writing of its inability to pay its debts as they become due, the filing by Tenant or Tenant’s guarantor (if any) of a petition in bankruptcy seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant or Tenant’s guarantor (if any) of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant or Tenant’s guarantor (if any) in any such proceeding or, if within forty-five (45) days after the commencement of any proceeding against Tenant or Tenant’s guarantor (if any) seeking any involuntary reorganization, or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation by any of Tenant’s creditors or such guarantor’s creditors, such proceeding shall not have been dismissed.

13.2 Remedies. If a Tenant Event of Default occurs, Landlord shall have the following rights and remedies, in addition to any and all other rights or remedies available to Landlord in law or equity:

13.2.1. Notice to Quit. Landlord shall have the right to deliver written notice to Tenant to quit possession and occupancy of the Premises and to declare the Lease terminated. Upon Landlord’s termination of this Lease, Tenant shall quit and peaceably surrender the Premises, and all portions thereof, to Landlord, and Landlord shall have the right to receive all rental and other income of and from the same.

13.2.2. Right of Re-Entry. Landlord shall have the right, upon terminating this Lease, to re-enter the Premises and take possession thereof by summary proceeding, eviction, ejectment or otherwise and may dispossess all other persons and property from the Premises. Tenant’s property may be removed and stored in a public warehouse or elsewhere at the cost of

and for the account of Tenant.

13.2.3. Recovery of Rent and Damages. Upon an Event of Default, Landlord shall have the right to recover from Tenant all loss of Rent and other payments that Landlord may incur by reason of termination of the Lease, including, without limitation: (a) all Rent and other sums due and payable by Tenant as of the date of termination; (b) all Rent that would otherwise be payable for the remainder of the Term in accordance with the terms of this Lease; (c) all of Landlord's then unamortized costs of special inducements provided to Tenant (including without limitation rent concessions, tenant construction allowances, rent waivers, above building standard leasehold improvements, and the like); (d) the costs of collecting amounts due from Tenant under the Lease and the costs of recovering possession of the Premises (including reasonable attorneys' fees and litigation costs); (e) the costs of curing Tenant's defaults existing at or prior to the date of termination; (f) all Reletting Expenses (as defined below); and (g) all Landlord's other reasonable expenditures directly arising from the termination. Tenant shall reimburse Landlord for all such items, and the same shall be due and payable immediately from time to time upon notice from Landlord that an expense has been incurred, without regard to whether the expense was incurred before or after the termination. As used herein, "**Reletting Expenses**" shall mean the commercially reasonable expenses paid or incurred by Landlord in connection with any re-leasing of the Premises following an Event of Default, including, without limitation, marketing expenses, brokerage commissions, reasonable attorneys' fees, tenant allowances and other economic concessions provided to the new tenant. Notwithstanding the foregoing, Landlord shall have an affirmative obligation to mitigate the damages incurred upon default by Tenant, including good faith efforts to relet the Premises at fair market value.

13.3 Landlord's Right to Cure Tenant Events of Default. If the Tenant shall default in the observance or performance of any condition or covenant on Tenant's part to be observed or performed under or by virtue of any of the provisions of this Lease, and such default continues beyond any applicable notice and cure period or Landlord reasonably determines that an emergency exists, the Landlord, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in successfully instituting, prosecuting or defending any action or proceeding, such sums paid or obligation incurred and costs, shall be paid upon demand to the Landlord by the Tenant as Additional Rent and if not so paid with interest from its due date until paid at the lesser of twelve percent (12%) *per annum* or the maximum legal rate that Landlord may charge Tenant.

13.4 Disposition of Tenant's Property. In addition to Landlord's rights under Section 9.3, Landlord shall have the right to handle, remove, discard or store in a commercial warehouse or otherwise, at Tenant's sole risk and expense, any of Tenant's property that is not removed by Tenant at the end of the Term. Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control.

13.5 Reletting. In connection with Landlord's good faith obligation to attempt reletting of the Premises following an Event of Default, Landlord shall be entitled to grant such rental and economic concessions and other incentives as may be commercially reasonable and customary for similar space in West Haven, Connecticut. Landlord shall not be required to accept any tenant offered by Tenant or observe any instruction given by Tenant about such reletting or do any act or exercise any care or diligence with respect to such reletting or to the mitigation of damages.

13.6 No Accord and Satisfaction. Landlord may collect and receive any Rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies that Landlord has against Tenant in equity, at law, or by virtue of this Lease. No receipt or acceptance by Landlord from Tenant of less than the Rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated Rent; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of Rent to Landlord shall be deemed an accord and satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to (a) recover the remaining balance of such unpaid Rent, or (b) pursue any other remedy provided in this Lease.

13.7 Claims in Bankruptcy. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain in proceeding for bankruptcy, insolvency, arrangement or reorganization by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount is greater, equal to or less than the amount of the loss or damage that Landlord has suffered. Without limiting any of the provisions of this Article 13, if pursuant to the United States Bankruptcy Code, as the same may be amended (the "**Bankruptcy Code**"), Tenant is permitted to assign this Lease in disregard of the restrictions contained in Article 12, Tenant agrees that adequate assurance of future performance by the assignee permitted under the Bankruptcy Code shall mean the deposit of cash security with Landlord in any amount equal to all Rent payable under this Lease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, with interest, in an FDIC-insured bank for the balance of the term as security for the full and faithful performance of all of the obligations under this Lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment of this Lease, such consideration, after deducting therefrom (a) the brokerage commissions, if any, and other expenses reasonably designated by the assignee as paid for the purchase of Tenant's property in the Premises, shall be and become the sole exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this Lease shall have a net worth indicating said assignee's reasonable ability to pay the Rent, and abide by the terms of this Lease for the remaining portion thereof applying commercially reasonable standards.

14. DESTRUCTION.

14.1 Repairs by Tenant. In the event of the partial or total damage or destruction of the improvements constructed on the Premises by or at the direction of Tenant during the Term from any cause, Tenant shall forthwith cause the Tenant Improvements on the Premises to be put in a safe condition. Thereafter, upon receipt of all insurance proceeds, Tenant shall repair and reconstruct such improvements, to the extent of available insurance proceeds, to substantially the same condition which such were in immediately prior to such damage or destruction, to the extent permitted under the then existing laws and regulations, as soon as reasonably practicable and no later than within eighteen (18) months after receipt of all insurance proceeds, subject to Force Majeure. Tenant shall be responsible for obtaining any building permits and other governmental approvals required in connection with Tenant's repair or reconstruction of the Tenant Improvements, and Landlord shall work with, and assist, Tenant to obtain any such building permits and other governmental approvals.

14.2 Damage Occurring Near End of Term. If the improvements to the Premises are damaged or destroyed, either totally or as to a material part, during the last two (2) years of the Initial Term or during the last two (2) years of any Option Period, (a) Tenant shall have no obligation to repair and reconstruct such improvements unless Tenant exercises its option to extend the Lease Term for an additional Option Period, and (b) Tenant may cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Landlord of its election to do so within sixty (60) days after the date of occurrence of such damage. Upon any such termination, all insurance proceeds attributable to the improvements shall be delivered to Tenant, save and except the reasonably estimated cost and expense of demolishing the Building, removing debris, capping utility service lines as necessary, and re-paving or landscaping the Premises, which shall be delivered to and retained by Landlord.

14.3 No Rent Abatement. Unless this Lease is terminated as provided in Section 14.2, no damage or destruction shall in any way annul or void this Lease, and Tenant shall continue the operation of its business during any such period to the extent reasonably practicable from the standpoint of prudent business management, and Rent and other charges due from Tenant hereunder shall continue to be due and payable without deduction, offset or abatement.

15. CONDEMNATION.

15.1 Taking. If any portion of the Building or the Premises shall be taken under any right of eminent domain, or any transfer in lieu thereof and such taking renders the Premises unsuitable, in the reasonable judgment of Tenant, for Tenant's business operations, then Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after such taking. If this Lease is not so terminated, Tenant shall repair and restore the Building and other Tenant Improvements to the extent of any condemnation proceeds Tenant receives, and this Lease shall continue in full force and effect, but commencing with the date on which Tenant is deprived of the use of any portion of the Premises, the Base Rent shall be equitably adjusted to the extent to which Tenant's use of the Premises is impaired, as reasonably determined by Landlord and Tenant.



15.2 Award. The entire award in any such condemnation proceeding, whether for a total or partial taking of the Premises shall belong to Landlord. Tenant shall have the right to seek a separate award for the loss of any of Tenant's property, relocation costs, and any other costs or damages allowed to tenants generally under applicable law.

16. ADVERTISING, SIGNS AND DISPLAYS.

16.1 General. Subject to Landlord's consent as to signage size and design, which may be not be unreasonably withheld, conditioned or delayed, and compliance with all applicable government laws, rules, regulations and codes throughout the Term, Tenant, at its sole cost and expense, shall be permitted to install the maximum allowable building signage on the façade of the Building and monument and pylon signage on the Premises. Tenant shall maintain (or cause to be maintained) all signs in a good condition and state of repair. Prior to expiration or earlier termination of this Lease, Tenant shall promptly remove all signs installed hereunder, "cap-off" the electrical wiring thereto and repair all damage caused thereby.

17. COMPLIANCE WITH LAWS.

17.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations and requirements of all governmental and quasi-governmental authorities (collectively, "**Applicable Laws**") having jurisdiction over the Premises, Tenant's Work and the Tenant Improvements, as well as Tenant's use of the Premises and shall perform all of Tenant's Work, Alterations or other work required to comply with Applicable Laws with respect thereto. Any such Alterations or other work to be performed by Tenant shall be subject to terms and conditions of Section 9.4.

17.2 Compliance with Environmental Laws. Tenant shall not cause or authorize any hazardous or toxic materials or substances ("**Hazardous Materials**") including, without limitation, asbestos, to be brought upon, stored, used, handled, transported, generated, released or disposed of, on, in, under or about the Premises by Tenant, any subtenant, licensee or concessionaire of Tenant, or any of their respective agents, employees, contractors or invitees (each, a "**Tenant Party**" and collectively, the "**Tenant Parties**") in violation of any Requirements (as defined in this Section 17.2); provided Tenant and the Tenant Parties shall have the right to maintain upon the Premises such Hazardous Materials as are reasonably necessary for the conduct of their respective businesses and the proper maintenance of the Premises as long as such Hazardous Materials are used and stored in compliance with all Requirements (as defined below). At all times and in all respects, Tenant and the other Tenant Parties shall comply with all federal, state and local laws, statutes, ordinances, orders, rules, regulations and requirements ("**Requirements**") of all governmental and quasi-governmental authorities with jurisdiction and all regulations relating to Hazardous Materials.

18. HOLDING OVER.

If Tenant, with Landlord's prior written consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days prior written notice given at any time by either Party. All provisions of this Lease shall apply to the month-to-month tenancy, except

those specifying the Lease Term, options to extend and Base Rent, which shall be one-hundred twenty percent (120%) of the Base Rent paid in the month immediately preceding the month-to-month tenancy.

19. LATE CHARGE AND INTEREST.

19.1 Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent due from Tenant shall not be received by Landlord's designee within ten (10) business days after the date such Rent or other sums are due Landlord, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant.

19.2 Interest. Except for Rent, any sum due and payable to Landlord under the terms of this Lease that is not paid within ten (10) business days after the date due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a *per annum* interest rate equal to the lesser of (i) one percent (1%) per month, or (ii) the maximum rate allowed by applicable law.

20. QUIET ENJOYMENT.

So long as Tenant is not in default hereunder beyond any applicable notice and cure period, then, subject to the other terms and conditions of this Lease, Tenant shall not incur any manner of hindrance or interference with its quiet enjoyment, possession and use from Landlord, its employees, agents or contractors. Except for parking for Community Events, Landlord shall not perform any act or enforce any rules, regulations or limitations which have a material adverse effect on Tenant's use or quiet enjoyment of the Premises or otherwise interfere with Tenant's daily business operations in, visibility of and customer access to the Premises.

21. RIGHT OF ENTRY.

Landlord and its authorized representatives shall have the right to enter the Premises and Building at all reasonable times upon at least forty-eight (48) hours prior written notice to Tenant (except in the event of emergency when only reasonable notice shall be required) without diminution or abatement of Rent. Notwithstanding the foregoing, the Landlord shall use good faith efforts to minimize any interference with Tenant's daily business operations in, visibility of and customer access to, the Premises during any such entry and whenever possible, shall do so during non-business hours. The provisions of this Section 21 shall not apply to or limit the right or authority of the City, or its agents to enter the Premises in the discharge of any essential governmental power or authority, including but not limited to zoning enforcement officers, police, fire, building officials, and other such persons carrying on official City business.

22. WAIVERS.

No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. The receipt and

acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default, nor shall Landlord's acceptance, either before or after issuance of any notice of default, of any partial payment of the Rent due hereunder shall not, constitute a waiver of any of Landlord's rights, specifically and without limitation Landlord's right to pursue an unlawful detainer action. Instead, acceptance of any partial payment of Rent shall serve as evidence of that payment only. Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant, whether or not similar to the act so consented to or approved.

23. TRANSFER OF LANDLORD'S INTEREST.

If Landlord conveys in a sale, exchange or otherwise all of its interest in the Premises, then Landlord, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease.

24. TENANT ESTOPPEL CERTIFICATES.

Tenant shall, within ten (10) business days after notice from Landlord but not more than once per Lease Year unless in connection with mortgaging or sale of the Premises, execute and deliver to such Landlord an Estoppel Certificate, in the form attached hereto as Exhibit E, attached hereto and made a part hereof, or such other commercially reasonable form as Landlord may reasonably require, and modified as may be necessary to accurately reflect the truth of the matters stated therein.

25. [RESERVED.]

26. REAL ESTATE BROKER; FINDERS.

Each Party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any manner. Each Party shall indemnify, defend, protect and hold the other party harmless from and against all claims, costs, demands, action, liabilities, losses and expenses (including the reasonable attorneys' fees of counsel chosen by the other Party) arising out of or resulting from any claims that may be asserted against such other Party by any broker, finder or other person with whom the party bearing the indemnity obligation has or purportedly has dealt.

27. SUBORDINATION/ATTORNMEN AND NON-DISTURBANCE. This Lease shall be subordinate to the lien of any first mortgage which may now or hereafter affect the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof, subject to Tenant's receipt of a subordination, non-disturbance and attornment agreement from Landlord's first mortgagee, on the mortgagee's form, which Tenant may negotiate at its cost. Tenant shall attorn to any foreclosing first mortgagee, purchaser at a foreclosure sale or purchaser by deed in lieu of foreclosure, but no such mortgagee or purchaser shall be (a) liable for any act or omission of Landlord, except for continuing defaults, (b) bound by any payment of rent, additional rent or other charge made more than thirty (30) days in advance of the due date thereof, or (c) bound by any termination, cancellation, amendment or modification of this Lease made without the express written consent of such mortgagee or purchaser. This Section may be superseded by any

subordination, non-disturbance and attornment agreement entered into by Tenant and Landlord's mortgagee.

28. LIMITATION ON LIABILITY.

Except for- the Parties' indemnification obligations under Section 7.5, in no event shall either Party be liable to the other under this Lease for any indirect, special or consequential damages or any injury or damage to, or interference with, a Party's business, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

29. NO ACCORD AND SATISFACTION.

No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease. Acceptance of any partial payment of the rent shall serve as evidence of that payment only.

30. OUTDOOR MUSIC.

No outdoor (including rooftop) music, shall be played at the Premises after 10:00 p.m.

31. ARBITRATION.

Disputes under this Lease, other than eviction proceedings, shall be resolved exclusively by binding arbitration in New Haven, Connecticut by the American Arbitration Association in accord with its then-prevailing rules. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrator shall have no power to change the Lease provisions. The arbitration panel shall consist of one arbitrator, who must be a real estate attorney actively engaged in the practice of law for at least the last ten (10) years whose practice primarily consists of commercial real estate leasing, representing both landlords and tenants, and shall not have ever represented either Landlord or Tenant. Both Parties shall continue performing their Lease obligations pending the award in the arbitration proceeding. If both Parties consent, the Parties may attempt to resolve any dispute through mediation before a professional, confidential, private mediator prior to the commencement of arbitration or eviction proceedings.

32. NOTICES.

Every notice, demand or request (collectively, "**Notice**") required hereunder or by law to be given by either Party to the other shall be in writing and shall be served on the Parties at the addresses set forth in the Lease Summary or such other address as the Party to be served may from time to time designate in a Notice to the other Party. Any such Notices shall be sent either by: (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon

sender's request; or (c) personal delivery. All notices given in the manner specified herein shall be effective upon the earliest to occur of: (i) actual receipt; (ii) the date of inability to deliver to the intended recipient as evidenced by the U.S. Postal service or courier; or (iii) the date of refusal by the intended recipient to accept delivery as evidenced by the U.S. Postal service or courier.

33. MISCELLANEOUS.

33.1 Cumulative Remedies. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

33.2 Severability. The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

33.3 Governing Law/Jurisdiction. This Lease shall be governed, construed and interpreted in accordance with the laws of the State of Connecticut without regard to its principles governing conflicts of laws. The Parties agree that the Superior Court of the State of Connecticut and/or the Federal District Court for the State of Connecticut located in New Haven, Connecticut shall have exclusive jurisdiction and venue over any dispute arising out of this Lease. Neither Party may claim that any such court is an inconvenient forum.

33.4 Force Majeure. If by reason of any event of Force Majeure either Party is prevented, delayed or stopped from performing any act which such Party is required to perform under this Lease, the deadline for performance of such act by the Party obligated to perform shall be extended for a period of time equal to the period of prevention, delay or stoppage resulting from the Force Majeure event, unless this Lease specifies that Force Majeure is not applicable to the particular obligation. As used in this Lease, the term "**Force Majeure**" shall include, but not be limited to, fire or other casualty, bad weather, labor shortages, supply chain disruptions, material shortages, strikes or labor disputes (over which the obligated Party has no direct or indirect bearing in the resolution thereof, or if said Party does have such bearing, said dispute occurs despite said Party's good faith efforts to resolve the same), acts of God, acts of the public enemy or other hostile governmental action, civil commotion, governmental restrictions, regulations or controls affecting, and/or other events over which the Party obligated to perform (or its contractor or subcontractors) has no control, including any litigation affecting the Premises. Force Majeure shall not apply to any payment of any amounts owed by either Party to the other.

33.5 Successors and Permitted Assigns. Subject to the provisions of Article 12 regarding assignment and subletting, all of the provisions, terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

33.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

33.7 Integration; Modification. This Lease contains all of the representations, understandings and agreements of the Parties with respect to the subject matter hereof and may not be amended or modified except by a written agreement signed by both Parties.

33.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified. If Tenant elects to dispute any billing or reconciliation from Landlord, Tenant must do so within one hundred eighty (180) days after Tenant's receipt of such billing or reconciliation or Tenant shall be deemed to have waived all rights to so dispute the same.

33.9 Approvals. Except as otherwise expressly provided for herein, all approvals under this Lease, by either Landlord or Tenant, shall be given in a timely manner and shall not be unreasonably withheld or conditioned.

33.10 Survival of Obligations/Bankruptcy. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination or expiration. Further, in the event of the bankruptcy or insolvency of Tenant or the filing by or against Tenant of a petition in bankruptcy or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant's assignment for the benefit of creditors during the Term, should Tenant reject this Lease pursuant to 11 U.S.C. 365 of the Bankruptcy Code, Landlord shall be entitled to file both an administrative claim pursuant to 11 U.S.C 365(d)(3) and 11 U.S.C 503 and a prepetition claim and rejection damage claim pursuant to 11 U.S.C. 502(b)(6) of the Bankruptcy Code for the Base Rent, Additional Rent and any other amounts due pursuant to this Lease.

33.11 No Recording. This Lease shall not be recorded by either Party, but Landlord shall execute a commercially reasonable memorandum hereof upon Tenant's request, which memorandum may be recorded by Tenant at Tenant's sole expense in the appropriate public records office for the Premises. Promptly upon the request of Landlord following the expiration or earlier termination of this Lease, Tenant shall execute and deliver to Landlord a termination of such memorandum in recordable form.

33.12 Counterparts. This Lease 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 instrument.

33.13 Electronic Signature. Landlord and Tenant agree that electronic signatures, including those delivered by electronic format (including, but not limited to, "PDF", "TIF" or "JPG") or signed through an electronic signature system (including, but not limited to, "DocuSign" or "AdobeSign"), shall have the same effect as originals. Each Party waives any and all rights to object to the enforceability of this Lease based on the form or delivery of signature.

33.14 Authority. If Tenant or Landlord is a corporation, municipal corporation, partnership or limited liability company, each individual executing this Lease on behalf of the corporation, municipal corporation, partnership or limited liability company (in his/her representative capacity only) represents and warrants that he or she is duly authorized to execute

and deliver this Lease on behalf of the corporation, partnership or limited liability company and that this Lease is a valid, legal and binding obligation of the corporation, municipal corporation, partnership or limited liability company.

33.15 Time Periods. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

33.16 WAIVER OF RIGHTS - PREJUDGMENT REMEDIES. EACH PARTY HEREBY REPRESENTS, COVENANTS AND AGREES THAT IT IS ENGAGED PRIMARILY IN COMMERCIAL PURSUITS, AND THAT THE LEASE IS A “COMMERCIAL TRANSACTION” WITHIN THE MEANING OF SECTION 52-278a(a) OF THE CONNECTICUT GENERAL STATUTES (REV. 1958), AS AMENDED. EACH PARTY HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER SECTION 52-278a ET SEQ. OF THE CONNECTICUT GENERAL STATUTES (REV. 1958) AS AMENDED OR UNDER ANY OTHER STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDIES THE OTHER PARTY MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER.

33.17 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT’S USE OR OCCUPANCY OF THE PREMISES, OR ANY SUMMARY PROCESS, EVICTION OR OTHER STATUTORY REMEDY WITH RESPECT THERETO. EACH PARTY HAS BEEN REPRESENTED BY, AND HAS RECEIVED THE ADVICE OF, LEGAL COUNSEL WITH RESPECT TO THIS WAIVER.

33.18 Headings/Captions. Headings and captions to the Articles and Sections of this Lease are for convenience only and shall form no part of this Lease.

33.19 Construal. The Parties are of equal bargaining power and had an equal role in the preparation of this Lease. The provisions of this Lease shall not be construed against either Party.

33.20 Interpretation. In this Lease, unless expressly provided otherwise:

(a) the words “will” and “shall” are used interchangeably and each shall create a mandatory obligation;

(b) the words “herein,” “hereunder,” “hereof,” and words of similar meaning refer to the provisions of this Lease including any schedule, exhibit, annex or other attachment hereto or thereto;

(c) a reference to a statute or other law or a provision of either of them

includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, law or provision;

(d) the singular includes the plural and vice versa;

(e) a reference to a person includes a reference to the person's executors, administrators and permitted assigns, and a reference to any entity includes its successors and permitted assigns;

(f) words of any gender shall include the corresponding words of any other gender;

(g) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(h) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(i) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(j) "business day" means any weekday that national and state chartered banks are open for in-person business in Connecticut;

(k) a reference to a business day is a reference to a period of time commencing at 9:00 a.m. eastern time on a business day and ending at 5:00 p.m. eastern time on the same business day;

(l) if the time for performing an obligation under this Lease expires on a day that is not a business day, the time shall be extended until that time on the next business day;

(m) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year; and

(n) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings.



33.21 Base Rent Credit. Within sixty (60) days after commencement of the second Lease Year, Tenant shall receive a Base Rent credit in the amount of one-sixth (1/6<sup>th</sup>) of the Personal Property Taxes paid by Tenant in the first Lease Year.

33.22 Right of First Refusal. If at any time during the term of this Lease, provided Tenant is not in default under this Lease at such time, Landlord shall receive a *bona fide* offer from any person to purchase the Premises, Landlord shall send Tenant a copy of the proposed contract (redacted as to the identity of the buyer) and notify Tenant of the intention of Landlord to accept the same. Tenant shall have the right within ten (10) days to accept the terms of the said contract in writing and within thirty (30) days thereafter to purchase the Premises in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract, time being of the essence. If Tenant shall not so elect within the said period, Landlord may then sell the Premises to said buyer provided the said sale is on substantially the same terms and conditions and for the price set forth in the said contract sent to Tenant. In the event Tenant fails to exercise the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect.

**(SIGNATURE PAGE FOLLOWS)**

IN WITNESS WHEREOF, the Parties have executed this Lease on the respective dates set opposite their signatures below, but the Effective Date of this Lease shall be as first set forth above in the Lease Summary.

**LANDLORD:**

**CITY OF WEST HAVEN,**  
a municipal corporation organized and  
existing under the laws of the State of  
Connecticut

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Dorinda Borer, Mayor

Date: \_\_\_\_\_, 2024

Approved as to Form and Correctness:

\_\_\_\_\_  
Paul J. Dorsi, Corporation Counsel

**TENANT:**

**RTR HOSPITALITY GROUP, LLC,**  
a Connecticut limited liability company

Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

**EXHIBIT B**  
**SITE PLAN**

**EXHIBIT C**  
**CONSTRUCTION OBLIGATIONS**

1. LANDLORD’S WORK

1.1. Tenant accepts possession of the Premises in its “AS IS” condition, subject to all faults without representation or warranty by Landlord except as set forth to the contrary in the Lease. Landlord shall have no obligation with respect to construction within or about the Premises or for any other work within or about the Premises except as provided in the Lease.

2. TENANT’S WORK

2.1 General. Tenant at its sole cost and expense, may alter or renovate any of the existing improvements on the Premises it so desires and construct all improvements on the Premises in accordance with this Exhibit C, including the Building, including trash enclosures, loading docks (if required), appurtenant sidewalks, curbing and landscaped areas adjacent to the Building, and all other facilities necessary for, or incidental to, the operation of its business (all of the foregoing being hereinafter collectively referred to as the “**Tenant’s Work**”), strictly in accordance with the plans, specifications and drawings as approved by Landlord in accordance with Section 2.5 of the Lease and all other applicable governmental and quasi-governmental agencies and with all applicable building codes and regulations governing the construction thereof. Tenant’s Work shall include the installation of all improvements (including fixtures, floor coverings, counters, painting, signage, offices, and other improvements) required for the operation of the Permitted Use. Tenant shall be solely responsible, at its sole cost, for all aspects of designing and performing Tenant’s Work. Tenant shall be responsible for all costs associated with Tenant’s Work including hard and soft construction costs, detector check installation, architectural/engineering fees, permits, utility meter costs and/or connection hook-up fees and any governmental fees payable by Tenant as a condition for the issuance of Tenant’s building permit, provided, however, Landlord will work with, and assist, Tenant to obtain any and all applicable land use approvals necessary for the use of the Premises for the Permitted Use and for improvements to the Building and all improvements on the Premises from all relevant public and quasi-public agencies, commissions, and departments, including the Board of Zoning Appeals, City Plan Commission, and the State Traffic Commission, provided, however, it is agreed and understood that the City does not have control over the independent municipal boards or commissions referred to under this Section 2.1 and has no control over any State or Federal agencies. The construction or improvement of parking facilities on the Premises shall conform with any and all zoning requirements and the requirements of any and all other applicable laws or regulations, with the overall intent of ensuring that the parking blends into the overall development of the Premises, while still allowing for natural ventilation. The design and completion of Tenant’s Work shall employ practices currently in use in comparable developments in the vicinity of the Premises to ensure sustainability. To the extent commercially feasible, in Tenant’s reasonable business judgment, Tenant shall strive to achieve sustainability standards for the various components of the Premises, measured against LEED standards, which standards shall be agreed between Tenant and Landlord based on standards currently in use in comparable developments in the vicinity of the Premises. Tenant shall use commercially reasonable efforts to secure the necessary financing for the costs for Tenant’s Work, in keeping with good underwriting standards currently in use in comparable markets as, and in the vicinity of, the City for comparable

developments as proposed for the Premises. In carrying out Tenant's Work and the operation of the Premises thereafter, Tenant shall abide by all applicable governmental workforce requirements, now or hereafter existing, including, without limitation, all Equal Employment Opportunity requirements and Small Business Construction Initiative requirements. Following completion of Tenant's Work, Tenant shall use commercially reasonable efforts to create a job training program for residents of the City in an effort to enable such residents to obtain employment in positions created at, and necessary for the operation of, the Premises.

2.2 Plans, Specifications and Drawings. See Section 2.4 of this Exhibit C and Section 2.5 of the Lease.

2.3 Signage. See Section 16.1 of the Lease.

2.4 Permits and Code Compliance. Tenant shall make timely applications for all governmental approvals and permits necessary for Tenant's Work, including signage, and shall pay for all customary governmental and utility fees and charges in connection with all of Tenant's Work, including but not limited to plan check fees, planning review fees, building permit fees, and, utility hook-up fees and sewer connection charges for Tenant's specific use. Tenant's Work shall conform to governmental approvals and permits, and all applicable local, state and federal laws, building, health, and safety codes, ordinances, rules, regulations, and standards. Where discrepancies exist among the various laws, regulations and Landlord requirements, the strictest standards shall govern. Changes to the plans, specifications and drawings approved by Landlord that are required by governmental agencies shall be subject to Landlord's written approval, which approval may not be unreasonably withheld, conditioned or delayed.

2.5 Indemnity and Insurance. The provisions of Section 7.5 of the Lease shall fully apply during the performance of and in connection with Tenant's Work. During performance of Tenant's Work and all fixturation activities (and during any subsequent repairs, modifications, alterations and/or renovations of the Premises), in addition to other insurance required under this Lease, Tenant shall provide or cause its general contractor and subcontractors to provide, insurance as specified in this Section 2.5, and such insurance as may from time to time be required by local, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances. All insurance policies required under this Exhibit C shall name Landlord as an additional insured, except for Tenant's Worker's Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord.

2.5.1 Worker's Compensation. Tenant shall obtain Worker's Compensation Insurance, as required by state law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) and any other insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the general contractor and subcontractors performing Tenant's Work from any and all liability under the aforementioned acts.

2.5.2 Commercial General Liability Insurance. Tenant shall obtain Commercial General Liability Insurance (including Contractor's Protective Liability) with a combined single limit (bodily injury and property damage) of not less than Two Million Dollars (\$2,000,000.00)

per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and subcontractors performing Tenant's Work against any and all claims for personal injury, including death resulting therefrom and damage to the property of others and arising from its operations under its contract or subcontract, whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them performing Tenant's Work. Such insurance policy shall include (i) a products/completed operations endorsement; (ii) endorsements deleting the employee exclusion on personal injury and the liquor liability exclusion; and (iii) a cross-liability endorsement or a severability of interest clause. Such insurance shall be primary and Landlord's insurance (if any) shall be excess insurance only.

2.5.3 Comprehensive Automobile Liability Insurance. Tenant shall obtain Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from its operations under its contract or subcontract, whether such operations are performed by its general contractor, subcontractors or any of their subcontractors, or by anyone directly employed by any of them.

2.6 Prior to Tenant's Work. Prior to Tenant's Work at the Premises, Tenant must secure Landlord's written approval of the plans, specifications and drawings per Section 2.4 of this Exhibit C and Section 2.5 of the Lease. Prior to the commencement of Tenant's Work, Tenant shall deliver to Landlord the following:

2.6.1 Contact List. A list of names, addresses, regular and 24-hour "emergency" phone numbers for Tenant's construction representative and general contractor.

2.6.2 Schedule. Schedule for all Tenant's Work as defined and described above.

2.6.3 Insurance. Certificates of Insurance, naming Landlord as an additional insured, both for Tenant (per Lease) and Tenant's contractor(s) (per Exhibit C, Section 2.5, above).

2.7 Tenant's Work. Tenant's Work shall be performed in a professional manner in conformity with the approved Final Drawings, except where Landlord has given prior written approval for modifications. All of Tenant's Work shall be completed in accordance with Article 2 of this Lease.

2.7.1 General Contractor. Tenant shall use a Connecticut-licensed, general contractor, experienced in commercial construction.

2.7.2 Disruptive Conduct. Tenant shall comply with noise abatement measures reasonably required by Landlord and any nuisance is strictly prohibited.

2.7.3 Protection of Existing Conditions. Tenant shall, at Tenant's sole cost and expense, furnish all necessary ramps, barricades, coverings, *etc.*, to protect adjoining premises

from damage due to Tenant's Work. All costs to repair such damage to adjoining premises will be performed at the expense of Tenant.

2.7.4 Utilities For Tenant's Work. Tenant shall arrange and pay for utilities and facilities, including electricity, water, sanitary facilities, *etc.*, as necessary for the completion of Tenant's Work.

2.7.5 Trash Removal and Cleanup. At all times, Tenant shall keep the Premises reasonably free of dirt, dust, stains, trash, *etc.* related to Tenant's Work. During construction, fixturing, Tenant shall, at Tenant's cost, cause the removal and legal disposal of all trash, debris, packaging, and waste materials from the Premises on a regular basis.



**EXHIBIT D  
CONFIRMATION LETTER**

Date

VIA OVERNIGHT DELIVERY

Tenant  
Address  
City, State, Zip

**RE: CONFIRMATION LETTER  
6 Rock Street, West Haven, Connecticut**

Dear Tenant:

On \_\_\_\_\_, 202\_\_, the CITY OF WEST HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut (“**Landlord**”), and RTR Hospitality Group, LLC, a Connecticut limited liability company (“**Tenant**”), entered into a Lease for the above-referenced property. By execution of this letter, the parties acknowledge they have agreed to the following:

1. Commencement Date:
2. Term Expiration Date:
3. Delivery Date:
4. Open for Business Date:
5. Number of Option Periods:
6. Option Notification Date:
7. Floor Area of Premises:
8. The monthly Base Rent due under the Lease is as follows:

	<u>From</u>	<u>To</u>	<u>Amount</u>
Initial Term:			
First Option:			
Second Option:			
Third Option:			

Please execute and date the two (2) copies of this letter in the space provided below and return one (1) copy in the enclosed envelope at your earliest convenience. Tenant’s failure to sign this Confirmation Letter and return it to Landlord within **15 business days** after receipt shall be deemed to be Tenant’s acceptance of this Letter, including, but not limited to, the Commencement Date and the Term Expiration Date contained herein.

{SIGNATURE PAGE FOLLOWS.}

LANDLORD

TENANT

CITY OF WEST HAVEN

RTR HOSPITALITY GROUP, LLC

By: \_\_\_\_\_  
Name: Dorinda Borer  
Its: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E**  
**TENANT ESTOPPEL CERTIFICATE**

RE: That certain lease dated \_\_\_\_\_ (the “**Lease**”) between CITY OF WEST HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut (the “**Landlord**”) and RTR HOSPITALITY GROUP, LLC, a Connecticut limited liability company (the “**Tenant**”) for premises located at 6 Rock Street, West Haven, Connecticut (as further described in the Lease, the “**Premises**”).

The undersigned, as Tenant under the above referenced Lease, hereby certifies as follows:

1. The above-referenced Lease has not been modified or amended in any way, except for the following modifications or amendments, if any (it will be presumed that there are no modifications or amendments unless they are specified here):

---

(as so modified or amended, the “Lease”). The Lease represents the entire agreement between the parties as to the leasing of the Premises.

2. The Lease is in full force and effect.

3. All conditions under the Lease to be performed by Landlord as a condition to the full effectiveness of the Lease have been satisfied. As of this date, Tenant has (a) no claims against Landlord, and (b) no defenses or offsets against the enforcement of the Lease by Landlord, other than as follows: \_\_\_\_\_.

4. The term of the Lease began on \_\_\_\_\_, and expires on \_\_\_\_\_ (including renewal options already exercised, if any). The term is subject to two (2) outstanding renewal option(s) of five (5) years each pursuant to Section 2.4 of the Lease (it will be presumed that there are no outstanding renewal options unless they are specified here).

5. Tenant has opened for business in the Premises and is currently conducting business therein.

6. The Base Rent obligation of Tenant under the Lease is in effect and the current Base Rent is \_\_\_\_\_ (\$\_\_\_\_) per month. The Base Rent is subject to periodic increases or adjustment pursuant to Section 3.1 of the Lease.

7. No rent has been paid for any period after the end of the current calendar month.

8. The current amount of the security deposit held by Landlord is \$0.

9. The Lease restricts use of the Premises as set forth in Section 8.1 of the Lease.

11. Tenant has not paid any rent under the Lease more than thirty (30) days in advance of its due date.

This certification is made for the benefit of [\_\_\_\_\_ (Buyer)] [\_\_\_\_\_ (Lender)] and any lenders with an interest in any deed of trust now or hereafter encumbering the property of which the Premises are a part; however, the statements contained herein are not intended as affirmative representations, warranties, covenants, or waivers, but shall act solely to preclude the Tenant from asserting any claim or defense against the [Buyer or Lender] to the extent such claim or defense is based upon facts which are contrary to those contained herein. Furthermore, no statement herein shall be construed or operate to (1) amend or modify any provision of the Lease (and to the extent there is any conflict between any of the express provisions of the Lease and any statement set forth herein, the provisions of the Lease shall control); or (2) waive the exercise of any remedy that may accrue to Tenant upon Tenant's discovery of any fact, or breach of the Lease by Landlord, which may now exist and be unknown to Tenant.

IN WITNESS WHEREOF, the undersigned Tenant has executed this Certificate as of the date written below.

Tenant Name

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## MARB Meeting Dates: 2025

Date	Meeting	Time	Tentative Location	Subcommittee Notes
<b>January</b>				
01/23/2025	Hartford Subcommittee	10:00 AM	Remote	FY24 Audit
<b>February</b>				
2/27/2025	Full MARB	10:00 AM	TBD	FY24 Audit WH
<b>March</b>				
3/27/2025	West Haven Subcommittee	10:00 AM	West Haven City Hall	FY26 Budgets-Mayor's & BOE
<b>April</b>				
4/24/2025	Full MARB	10:00 AM	TBD	FY26 Budgets WH Mayor's/BOE
<b>May</b>				
5/1/2025	Hartford Subcommittee	10:00 AM	Remote	FY26 Mayor's + BOE Budget/5Yr Plan
5/15/2025	Full MARB	10:00 AM	Legislative Office Bldg	FY26 Budgets/5Yr Plans - WH & Hfd
<b>June</b>				
6/26/2025	Full MARB	10:00 AM	Legislative Office Bldg	
<b>July</b>				
<i>No meetings scheduled in July</i>				
<b>August</b>				
8/28/2025	Full MARB	10:00 AM	Remote	
<b>September</b>				
<i>No meetings scheduled in September</i>				
<b>October</b>				
10/9/2025	Full MARB	10:00 AM	Legislative Office Building	
<b>November</b>				
<i>No meetings scheduled in November</i>				
<b>December</b>				
12/18/2025	Full MARB	10:00 AM	Remote	