



- CliftonLarsonAllen, LLP (CLA)
 - Contract to provide Annual Independent Audit Services
 - All funds under administrative control of Director of Finance and Board of Education
 - Produce Annual Comprehensive Financial Report (ACFR)
 - Federal and State Single Audit reports
 - Management Letter
 - Contract term: 7/1/23 – 6/30/24 with three options to extend by one year
 - Total contract amount: \$242,500 (year 1), \$233,800 (year 2), \$243,000 (year 3), \$252,500 (year 4)
 - Prior contract held by CLA
 - CLA has conducted last two audits (FY 2022 and FY 2021)
 - FY 2022 contract cost: \$217,500
 - Prior to FY 2021, contract was with Blum Shapiro
 - City issued RFP for Auditing Services – March 2023
 - Two proposals submitted – CLA selected
 - Criteria considered: professional qualifications, experience with clients of similar size and scope, references, evaluation of proposed team, price

CONTRACT FOR PROFESSIONAL SERVICES

by and between

CITY OF HARTFORD

and

CliftonLarsonAllen, LLP

for

Auditing Services

This Agreement is by and between the **City of Hartford**, a Connecticut municipal Corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by **Luke A. Bronin, its Mayor**, duly authorized hereinafter referred to as the **City**, and **CliftonLarsonAllen LLP** whose address is **29 South Main Street, 4th Floor, West Hartford, CT 06107** acting herein by **Company Managing Authority**, duly authorized, hereinafter referred to as the **Provider**.

1. **SCOPE OF SERVICES**

The City of Hartford hereby engages Provider to provide citywide on-project title on an as-needed basis as set forth on **Exhibit A** attached hereto (“Services”), subject to the terms and conditions in this Agreement.

2. **TERM**

The term of this Agreement will be for one year starting project July 1, 2023 and June 30, 2024. The City has the option to extend this contract for (3) additional (1) year terms in the City’s sole and absolute discretion.

3. **COMPENSATION**

For services rendered by Provider as detailed in Exhibit A of this Contract, Provider shall be paid according to the rates set forth in Exhibit B.

City’s obligation to make any payments for any Services rendered hereunder is expressly contingent upon Provider having satisfactorily performed the same. In the event that City reasonably determines that Provider's work is not satisfactory, or if City reasonably believes Provider otherwise has breached any of its obligations under this Agreement, City may take corrective action, including, but not limited to, the following:

- (i) Delay of payment;
- (ii) Adjustment of payment; and/or
- (iii) Suspension or termination of this Agreement.

Payment will be made by City for any Services provided hereunder within thirty (30) days of its receipt of Provider's invoice therefor in accordance with this Section.

4. **MANAGEMENT**

The Director of Finance or his/her designee will manage this contract for the City. The City will co-manage all center operations and shall also work closely with the Provider in all aspects of the programs and services and each shall follow reasonable suggestions of the other to improve same.

5. **RELATIONSHIP BETWEEN THE PARTIES**

It is mutually agreed that the Provider including its employee(s) is an independent contractor and not an officer, employee or agent of the City, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Provider and its employee(s) shall not be entitled to any employment benefits of the City such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting staff will be the responsibility of the Provider.

6. **HOLD HARMLESS AGREEMENT**

The Provider, its agents and assigns shall indemnify and hold harmless the City of Hartford, including but not limited to, its elected officials, officers, and agents, ("collectively, "the City Indemnities") from any and all claims made against the City Indemnities, including but not limited to, damages, awards, costs and reasonable attorneys' fees, to the extent any such claim directly results from the wrongful, willful or negligent performance of services by or on behalf of the Provider here under or under any other agreements of the Provider entered into by reason thereof. The City agrees to give the Provider prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof. The foregoing indemnity shall survive the termination or expiration of this agreement. Notwithstanding the foregoing in Section 6, the provisions of this Section 6 shall not be applicable in the event of the City's negligent acts or omissions.

7. **INSURANCE REQUIREMENTS**

A certificate of insurance must be presented to the City in order for this Contract to take effect. The certificate must name the City as an additional insured on the face of the document and must bear the original signature of an authorized agent for the issuing entity. Except as otherwise set forth herein, policies maintaining such insurance throughout the duration of the project. Insurance requirements are detailed in document **#1009 Professional Services Insurance Requirements** attached as Exhibit C.

8. **CONFLICT OF INTEREST**

Provider hereby represents and warrants to City as follows:

- (i) Provider has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this

Agreement, and Provider has not paid or agreed to pay any company or person, other than bona fide employees working solely for Provider, any fee, gift or any other consideration contingent upon or resulting from the awarding or making of this Agreement;

- (ii) no member of the governing body of City, or its designees, employees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this Agreement shall, during the individual's tenure or thereafter, have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with this Agreement. Provider shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

In the event any of the foregoing representations are untrue, or if any fact or circumstance occurs during the term hereof that cause any of the same to be untrue, then City, in addition to such other rights or remedies which may then be available to it, all of which are expressly reserved hereby, shall have the option of terminating this Agreement in accordance with Subsection 12.1.

9. **PERFORMANCE OF SERVICES**

All Services will be performed by Provider in accordance with U.S. GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the Connecticut State Single Audit Act as defined in our Statement of Work.

10. **CONFIDENTIALITY**

Provider shall not, at any time during, or after the expiration of, the term of this Agreement, divulge to any person, or use for its or any other person's benefit, any information or fact relating to the conduct, management, or business of City, which shall have come to the knowledge of Provider in the course of providing the Services hereunder. Provider further agrees to treat as confidential, and to use only for the advancement of the interest of City, all data and other information submitted to or obtained by it in connection with the Project during the term of this Agreement. Except as may otherwise be agreed by City, all originals and copies of any such materials shall be returned to City upon completion of the Project or at such earlier time as is requested thereby. Notwithstanding the foregoing, to the extent that a copy of any Confidential Information is required to be maintained pursuant to any law, regulation, rule of any regulatory or self-regulatory body applicable to Provider or to the extent required to comply with Provider's internal policies and in accordance with its customary practices for data backup and storage and for defending or maintaining any litigation or other proceedings relating to this Agreement, a copy of such materials may be retained by Provider so long as such Confidential Information is maintained and used in a manner consistent with the confidentiality obligations of Provider set forth herein. Additionally, nothing herein shall require the return or destruction of Confidential

Information stored in automatic electronic backup systems, including but not limited to email, if such return would be commercially or technically infeasible, provided that any such retained Confidential Information shall be subject to the non-disclosure and use restrictions imposed herein for so long as such Confidential Information is retained. Provider will not disclose any of City's confidential, proprietary, or privileged information to any person or party, unless City authorizes Provider to do so, it is published or released by City, it becomes publicly known or available other than through disclosure by provider, or disclosure is required by law, including, but not limited to, the Freedom of Information Act, regulation or professional standard. This confidentiality provision does not prohibit Provider from disclosing City's information to one or more of Provider's affiliated companies in order to provide services that City has requested from Provider or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of City's information as apply to Provider. City also consents to Provider's disclosure of information regarding the nature of services Provider provides to City to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The workpapers and files supporting the services Provider performs are the sole and exclusive property of Provider and constitute confidential and proprietary information. Provider does not provide access to its workpapers and files to City or anyone else in the normal course of business. Unless required by law or regulation to the contrary, Provider retains its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Provider's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of Provider are not a substitute for City's records.

Pursuant to authority given by law, regulation or professional standards Provider may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Provider will notify City of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Provider personnel and at a location designated by Provider. Furthermore, upon request, Provider may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. **EVENTS OF DEFAULT AND REMEDIES**

11.1 **Events of Default**

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- (i) Whenever Provider shall do, or permit anything to be done, whether by action or inaction, contrary to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Provider are to be kept or performed, and Provider fails to correct any such breach within ten (10) days after Provider's receipt of written notice of such breach from City; or

- (ii) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to Provider's performance of this Agreement; or
- (iii) whenever an involuntary petition shall be filed against Provider under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of Provider or of or for the property of Provider shall be appointed without the acquiescence of Provider, or whenever this Agreement or the unexpired balance of the term would, by operation of law or otherwise, except for this provision, devolve upon or pass to any person, firm or corporation other than Provider or a corporation in which Provider may be duly merged, converted or consolidated under statutory procedure, and such circumstance under this subparagraph shall continue and shall remain undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive) or shall not be remedied by Provider within sixty (60) days; or
- (iv) whenever Provider shall make an assignment of the property of Provider for the benefit of creditors or shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Provider under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Provider under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever Provider shall desert or abandon the Project; or
- (v) If any competent authority shall have determined that Provider is in default of any federal, state or local tax obligation; or
- (vi) Pursuant to Resolutions passed by the Court of Common Council on March 4, 1996 and January 13, 1997, if Provider or any of its principals are in default of any tax or other financial obligations which are owed to City. Default shall be considered to have occurred under this subsection when any payment required to be made to City is more than thirty (30) days past due.

11.2 **Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, City may elect to pursue any one or more of the following remedies, in any combination or sequence:

- (i) Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;

- (ii) Suspend Project operation;
- (iii) Require Provider to correct or cure such default to the satisfaction of City; and/or
- (iv) Terminate this Agreement for cause in accordance with Section 12 hereof.
- (v) Deduct from the cash bond/escrow account any penalties, claims, charges or damages assessed against the Operator by the City in the City's reasonable discretion.

The selection of any remedy shall not prevent or stop City from pursuing any other remedy and shall not constitute a waiver by City of any other right or remedy.

12. **TERMINATION OF AGREEMENT**

12.1 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof, City may terminate this Agreement by giving ten (10) days' written notice thereof to Provider.

12.2 Termination for Non-availability of Funds

In the event City shall not have funds available for the Project, City may terminate this Agreement following ten (10) days' written notice thereof to Provider.

12.3 Termination at Will

City or Provider may terminate this Agreement at any time by giving thirty (30) days' prior written notice thereof to the other party.

12.4 Payment upon Termination

In the event this Agreement is terminated pursuant to any of Sections 12.2 through 12.3 above, City shall make full payment to Provider for all Services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination and presentation of Provider's reports therefor in accordance with Section 3 above.

13. **ESTABLISHMENT AND MAINTENANCE OF RECORDS; AUDITS**

13.1 Provider agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by City to Provider under this Agreement. Without limiting the generality of the foregoing, Provider agrees that it will maintain accurate and complete records of (i) all charges and any other claims or demands for compensation from City, or any other person or entity, in connection with the Project (including, without limitation, any claims for or arising out of any alleged breach of this Agreement), (ii) the basis (including but not limited to, supporting documentation) therefor, and (iii) the amount and source of any and all payments or other consideration ultimately recovered in respect thereof.

13.2 Any and all time and expense records shall be generated by Provider in a manner which is consistent with City's requirements and, unless a greater length of time is required by law or regulation, shall be maintained for a period of not less than seven (7) years from the date of termination of this Agreement pursuant to Section 12. Upon Request, provider will provide copies of all time and expense records related to the contract.

14. **SUBCONTRACTORS**

Portions of the Services may be subcontracted, provided that:

- (i) City shall have given prior approval to such subcontract in writing, which approval may be withheld in its sole and absolute discretion;
- (ii) All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract(s) and the subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof and shall have further acknowledged and agreed that City is and will be a third party beneficiary of said undertakings; and
- (iii) City shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

15. **OTHER PROVISIONS**

Provider may, at times, utilize external web applications to receive and process information from its clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by City to the maximum extent possible prior to uploading the document or file. In the event that City is unable to remove or obscure all sensitive data, please contact Provider to discuss other potential options for transmitting the document or file.

Provider and certain owners of Provider are licensed by the California State Board of Accountancy. However, Provider has owners not licensed by the California State Board of Accountancy who may provide services under this Agreement. If City has any questions regarding licensure of the personnel performing services under this Agreement, please do not hesitate to contact Provider.

During the course of the engagement, there may be communication via fax or email. City is responsible to ensure that communications received by City or City's personnel are secured and not shared with unauthorized individuals.

16. **TECHNOLOGY**

Provider may, at times, use third-party software applications to perform services under this Agreement. City acknowledges the software vendor may have access to your data.

17. **COMPLIANCE WITH LAWS**

Provider shall perform all Services hereunder in accordance with and subject to all applicable federal, state and local laws, statutes, regulations, ordinances, orders and permits.

18. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**

Provider agrees to abide by the provisions of Section 2-679 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Contractor's EEO Report*.

19. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

Provider agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application

procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Provider, or be subjected to discrimination by Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Provider shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

20. **DELINQUENCY IN OBLIGATIONS**

Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to City shall be and remain current.

21. **NON-WAIVER**

Any failure by City or Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not constitute a waiver of that or any other of said other party's obligations hereunder, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of this Agreement.

22. **AMENDMENTS**

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

23. **DISCLAIMER OF AGENCY OR THIRD- PARTY BENEFICIARY RIGHTS**

City and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

24. **NON-ASSIGNABILITY BY PROVIDER**

This Agreement shall not be transferable or assignable by Provider, by operation of law or otherwise, without prior written consent of City, which consent may be withheld in its sole and absolute discretion.

25. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

26. **CUMULATIVE REMEDIES**

All rights and remedies exercisable by City hereunder shall be cumulative and the exercise or beginning of the exercise by City of any of its rights or remedies hereunder shall not preclude City from exercising any other right or remedy granted hereunder or permitted by law.

27. **GOVERNING LAW**

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Connecticut and the ordinances of the City of Hartford without regard or resort to conflict of laws principles.

28. **GENDER/NUMBER/TITLE**

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

29. **NOTICES**

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by express courier mail service or United States registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

As to the City:

City of Hartford
550 Main Street
Hartford, CT 06103
Attn: Luke A. Bronin, Its Mayor

As to Provider:

CliftonLarsonAllen, LLP
420 S Orange Avenue
Orlando, FL 32801-3399
Attn: Chastity Wilson

With a Copy to:

Corporation Counsel
City of Hartford
550 Main Street
Hartford, CT 06103

With a Copy to:

CliftonLarsonAllen, LLP
29 South Main Street. 4th Floor
West Hartford, CT 06107
Attn: Leslie Zoll

Notices provided in accordance with the foregoing shall be deemed received as of the earlier of the date of delivery or the second business day following the date of their being posted with U.S. Postal Service.

30. **SUCCESSORS AND ASSIGNS**

Subject to the other provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

31. **MERGER/ENTIRE AGREEMENT**

This Agreement and its exhibits referenced herein and attached hereto, contain the entire understanding between the parties hereto and supersede any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter hereof.

PROVIDER

Leslie Ann Zoll

By: Leslie Ann Zoll (Jul 6, 2023 09:19 EDT) _____

Leslie Zoll
its Principal

CITY OF HARTFORD

By: _____

Luke A. Bronin
its Mayor

APPROVALS:

As to Form and Legality:

By: _____

Howard G. Rifkin
Its Corporation Counsel

____/____/____

Date

Summary of Cost Impact of Labor Agreement with WPCA Sewer Department

General Topic	Change	Fiscal Impact		
		FY 23-24	FY 24-25	FY 25-26
Wages	General Wage Increases %	2.5%	2.5%	2.5%
	Cost of General Wage Increase in \$	\$ 41,351	\$ 42,910	\$ 44,460
	Cost of Step Yearly Increment Changes in \$ (Yr 1 budget at top step)	\$ 512	\$ 919	\$ 1,275
Healthcare	Health Premium Cost Share			
	Current employee share	14%	14%	14%
	Proposed employee share	14%	15%	15.5%
	Premium Savings due to increased share (avg: \$2,500/month (EE +1))	\$ -	\$ (7,200)	\$ (10,800)
	Projected Savings	\$ -	\$ (7,200)	\$ (10,800)
Pension	Current Contribution ___%	NA	NA	NA
	New Contribution __%	NA	NA	NA
	Cost/(Savings) in \$	\$ -	\$ -	\$ -
Net Annual Impact		\$ 41,864	\$ 36,629	\$ 34,935
Sick Leave	Current provisions: ____ New provisions: ____ Cost/(Savings)	NA	NA	NA
	Vacation Leave	Current provisions: ____ New provisions: ____ Cost/(Savings)	NA	NA
Other Measures				
Bi weekly Payroll	\$750 pay-out one time in interim week when city switches to Bi weekly payroll.	\$ 18,000		
	Savings this one union, calculated at 1/2 cost of ADP Processing fees for 24 EE for the full year, starting in Year 2.		\$ (4,474)	\$ (4,474)
	Savings for DD mandate not calculated - less than 26 checks per week.	\$ -	\$ -	\$ -
Total Contractual Impact		\$ 18,000	\$ (4,474)	\$ (4,474)
Total Contractual Impact on 5-Year Plan		\$ 59,864	\$ 32,155	\$ 30,461

Notes:

5-Year Plan has all EE at the Highest Step, therefore the step increase has no impact on the first year.
 5-Year Plan includes Contingency Funds which offset the impact of these increases.

2022-2023

	<u>Step 1</u>	<u>2</u>	<u>Step 2</u>	<u>3</u>	<u>Step 3</u>	<u>4</u>	<u>Step 4</u>	<u>5</u>	<u>Step 5</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Utility Worker	\$14.24	4.1%	\$14.82	4.05%	\$15.42	4.0%	\$16.03	3.7%	\$16.62	0.04073	0.040486	0.039559	0.036806
Operator in Training	\$21.34	4.2%	\$22.23	4.05%	\$23.13	3.8%	\$24.02	3.8%	\$24.93	0.041706	0.040486	0.038478	0.037885
Mechanic in Training	\$21.34	4.2%	\$22.23	4.05%	\$23.13	3.8%	\$24.02	3.8%	\$24.93	0.041706	0.040486	0.038478	0.037885
Asst. Sewer Inp. Operator	\$21.34	4.2%	\$22.23	4.05%	\$23.13	3.8%	\$24.02	3.8%	\$24.93	0.041706	0.040486	0.038478	0.037885
Operator	\$23.73	5.1%	\$24.93	4.65%	\$26.09	4.6%	\$27.29	5.1%	\$28.67	0.050569	0.04653	0.045995	0.050568
Mechanic	\$23.73	5.1%	\$24.93	4.65%	\$26.09	4.6%	\$27.29	5.1%	\$28.67	0.050569	0.04653	0.045995	0.050568
Operator I	\$27.29	5.1%	\$28.67	3.49%	\$29.67	3.9%	\$30.84	3.9%	\$32.05	0.050568	0.03488	0.039434	0.039235
Mechanic I	\$27.29	5.1%	\$28.67	3.49%	\$29.67	3.9%	\$30.84	3.9%	\$32.05	0.050568	0.03488	0.039434	0.039235
Collection Operator I	\$27.29	5.1%	\$28.67	3.49%	\$29.67	3.9%	\$30.84	3.9%	\$32.05	0.050568	0.03488	0.039434	0.039235
Operator II	\$30.84	3.9%	\$32.05	3.62%	\$33.21	3.6%	\$34.41	3.4%	\$35.59	0.039235	0.036193	0.036134	0.034292
Mechanic II	\$30.84	3.9%	\$32.05	3.62%	\$33.21	3.6%	\$34.41	3.4%	\$35.59	0.039235	0.036193	0.036134	0.034292
Collection Operator II	\$30.84	3.9%	\$32.05	3.62%	\$33.21	3.6%	\$34.41	3.4%	\$35.59	0.039235	0.036193	0.036134	0.034292
Operator III	\$33.21	4.5%	\$34.70	4.29%	\$36.19	4.1%	\$37.66	4.0%	\$39.17	0.044866	0.042939	0.040619	0.040096
Mechanic III	\$33.21	4.5%	\$34.70	4.29%	\$36.19	4.1%	\$37.66	4.0%	\$39.17	0.044866	0.042939	0.040619	0.040096
Collections Operator III	\$33.21	4.5%	\$34.70	4.29%	\$36.19	4.1%	\$37.66	4.0%	\$39.17	0.044866	0.042939	0.040619	0.040096
Lead Operator	\$33.81	4.4%	\$35.29	4.22%	\$36.78	4.0%	\$38.25	3.9%	\$39.75	0.043774	0.042222	0.039967	0.039216
Lead Mechanic	\$33.81	4.4%	\$35.29	4.22%	\$36.78	4.0%	\$38.25	3.9%	\$39.75	0.043774	0.042222	0.039967	0.039216
Lead Collection Operator	\$33.81	4.4%	\$35.29	4.22%	\$36.78	4.0%	\$38.25	3.9%	\$39.75	0.043774	0.042222	0.039967	0.039216
Electrician	\$33.81	4.4%	\$35.29	4.22%	\$36.78	4.0%	\$38.25	3.9%	\$39.75	0.043774	0.042222	0.039967	0.039216
Maintenance Clerk	\$21.36	4.1%	\$22.23	4.05%	\$23.13	3.8%	\$24.02	3.8%	\$24.93	0.04073	0.040486	0.038478	0.037885
Administrative Assistant	\$29.66	1.7%	\$30.17	2.22%	\$30.84	1.9%	\$31.44	1.9%	\$32.05	0.017195	0.022207	0.019455	0.019402
Sewer Inspector Operator	\$32.04	3.7%	\$33.21	3.61%	\$34.41	3.4%	\$35.59	3.9%	\$36.99	0.036517	0.036134	0.034292	0.039337

84.6%

3.84%

TENTATIVE AGREEMENT

between

THE CITY OF WEST HAVEN

and

LOCAL 1303-345, COUNCIL 4
AFSCME, AFL-CIO

June 15, 2023

The City of West Haven and Local 1303-345, Council 4, AFSCME, AFL-CIO, hereby reach a Tentative Agreement on the terms of a successor agreement to commence July 1, 2023. The negotiating committees for the City and Union agree to recommend that the Tentative Agreement be ratified.

City Proposal #1	Delete Article 4, Union Security
City Proposal #2	Article 23, Insurance, Section 1, Employee Premium Share: 7/1/23 14% 7/1/24 15% 7/1/25 15.5%
City Proposal #3 Union Proposal	Article 26, Retirement, Section 1: Section 1. The normal retirement for employees covered by this Agreement Employees hired prior to July 1, 2017 shall be are eligible to receive the retiree medical benefits described below upon retiring 1) at or after age sixty-five (65) years of age with at least five (5) years of service, or 2) at or after age fifty-five (55) with at least twenty-five (25) years of service. Section 2. Employees covered in this Agreement shall be eligible for early retirement when they attain the age of 50 with at least twenty (20) years of service. Section 3. Except as otherwise provided in Section 9, any employee covered by this Agreement who opts to take retirement as provided under Section 2 shall have full health coverage for his/herself and dependents paid by the Employer until he/she attains the age of 65. Section 4.2. Any employee covered by this Agreement who retires under either Section 1 or 2 shall be entitled to \$25,000 life insurance paid in full by employer. Employees hired on or after July 1, 2017 shall not be entitled to life insurance in retirement.

Section 53. Each bargaining unit employee shall be offered the opportunity of belonging to the City of West Haven's 401 K Pension Plan. Said plan shall not be changed or modified without the concurrence of the membership of Local 1303-345. Employer's contribution shall be five percent (5%) and the employee's contribution shall be a minimum of two percent (2%) to a maximum of twenty-five (25%). However, effective upon final ratification of this agreement by both parties, the Employer will match the employee's contribution up to eight percent (8%).

Section 64. Except as otherwise provided in Section 87, all employees who qualify to retire with full medical benefits paid by the City shall receive the Blue Cross/Blue Shield 65 Supplement Policy (High Option/81Plan), or equivalent, for themselves and their spouses, providing the retiree was married at the time of retirement. Such coverage shall be paid for by the Employer.

Section 5. For employees hired before July 1, 2023, the City will reimburse the cost of Medicare Part B, Single, at the standard Medicare premium without income related adjustment, provided that the retiree is eligible for Medicare.

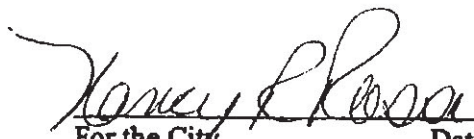
Section 76. Upon retirement, employee shall receive any accumulated earned vacation pay due him/her.

Section 87. a) Effective January 1, 2012, any employee who retires under Section 1 (above) prior to reaching Medicare eligibility or age 65 shall upon retirement pay the same percentage premium contribution toward health, prescription and dental insurance and/or life insurance which is required of active employees, plus any increase in contributions as such increase may occur from time to time, or such other contributions as may be required by this Agreement. The medical plan for pre-age 65 retirees shall be a \$2000/\$4000 HDHP, with a 50% City contribution to an HSA, or Anthem PPO Plan offered to other City retirees, as a buy up plan, meaning the retiree will pay the difference between what the City is contributing toward the HDHP (premium and deductible) and the cost of the PPO Plan. The retiree will be required to remain in the HDHP for the entire plan year.


- b) Effective January 1, 2012, post-age 65 retirees who retire under Section 1 (above) must pay the same percentage of premium contribution as active employees for the Medicare supplement premium for employee and/or spouse at time of retirement not to exceed \$1,000/year for retiree or \$2,000/year for retiree plus spouse.

- c) Employees hired after January 1, 2012 who retire under Section 1 (above) must make a 25% premium contribution toward medical benefits and Medicare Supplement for retiree, 50% for spouse/dependent of retiree at time of retirement, for both pre-age 65 retirees and post-age 65 retirees.

	<p>Employees hired on or after July 1, 2017 shall not be eligible for medical benefits upon retirement.</p> <p>Section 98. Any employee who does not possess the requisite years of service or age as provided in Section 1, or Section 2, may be credited with years of service or age by selling back to the City thirty (30) days of accumulated sick leave for each year needed.</p>						
City Proposal #4	Article 32, Duration of Agreement: CBA expires on June 30, 2026.						
City Proposal #5	<p>Article 33, Wages, Section 5 [NEW]:</p> <p>The Union agrees that the City may change from weekly pay in arrears to biweekly pay in arrears. In making this change, one weekly pay check will be postponed to the following week, when employees will receive their first biweekly pay check. In consideration of the employees agreeing to postpone one pay check to the following week, the City agrees to pay employees a one-time payroll transition check of seven hundred fifty (\$750) dollars for the postponed pay period. The parties agree that the paycheck transition will occur between March 1, 2024 and June 30, 2024 with 90 days advance notice by the City to the Union.</p> <p>The City reserves the right to implement direct deposit with four weeks advance notice.</p>						
Union Proposal	<p>Article 23, Wages, Section 2, General Wage Increase:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">7/1/23</td> <td style="text-align: center;">2.5%</td> </tr> <tr> <td style="text-align: center;">7/1/24</td> <td style="text-align: center;">2.5%</td> </tr> <tr> <td style="text-align: center;">7/1/25</td> <td style="text-align: center;">2.5%</td> </tr> </table>	7/1/23	2.5%	7/1/24	2.5%	7/1/25	2.5%
7/1/23	2.5%						
7/1/24	2.5%						
7/1/25	2.5%						


 For the City

 Date 7/20/2023


 For the Union

 Date 7/21/23

 For the Union Date



FIRE STATION NEEDS ASSESSMENT

Updated October 20, 2022

West Haven Fire Department
366 Elm St, West Haven, CT 06516

Below is a critical evaluation of the existing fire station to determine its operational efficiency, condition, and suitability to meet the needs of the community and firefighting personnel. It aims to identify any deficiencies, safety concerns, or improvements required to enhance the firehouse's functionality and better support the firefighting operations. The fire station needs assessment is an ongoing process governed by State and Federal statutes and influenced by the needs of a growing community.

<i>Assessment</i>	<i>Recommendation</i>	<i>Funding Source</i>
Undersized parking lot	Parking lot expansion	ARPA
Insufficient parking spaces	Add additional parking spaces	ARPA
Insufficient storage space	Add additional storage shed	State/Federal Grants
Insufficient office space for admin	Add additional office space	State/Federal Grants
Updated fuel pumps	Replace fuel pumps	State/Federal Grants
Roof ventilation training	Construct roof ventilation prop	Budget
Extraction training	Add an area for extraction training	State/Federal Grants
Oil apparatus upgrade	Upgrade oil apparatus	State/Federal Grants
Mechanic needs updated tools	Purchase updated tools	Budget
Mechanic needs lift for safer and more efficient repairs	Purchase and install a truck lift	Budget



FIRE STATION NEEDS ASSESSMENT

<i>Assessment</i>	<i>Recommendation</i>	<i>Funding Source</i>
Upgraded rescue equipment	Purchase upgraded high-angle rescue and confined space equipment	Closed (Grant)
New pumper truck	Purchase new pumper truck	Closed (Grant)
Core rescue training	Train for core rescue	Closed (Grant)
Confined space, trench, and swift water rescue training	Train for confined space, trench, and swift water rescue	Closed (Grant)
Education and development	Education and development for offices	Closed (Grant)

PROPERTY ACQUISITIONS BY CENTER FIRE DISTRICT

- Two properties directly next to the existing Firehouse
 - Appraised values –
 - 816 Savin Avenue -\$330,000
 - 814 Savin Avenue -\$438,000
 - Total spend -\$768,000
 - Full appraisals, credentials, and photographs of existing parking lot - Mail Separately
- Properties will allow Fire Department to make longstanding and necessary improvements –
 - Parking
 - Equipment storage
 - Training space
 - Ability to turn trucks around in parking lot



**WEST HAVEN FIRE DEPARTMENT – CENTER DISTRICT
PROPOSAL TO ACQUIRE 814 AND 816 SAVIN AVENUE**

The West Haven Fire Department, Center District ("Center District"), requests approval to acquire 814 and 816 Savin Avenue in West Haven.

The Center District headquarters are currently located at 366 Elm Street. The station was built in 1959. It is two stories, with four apparatus bays. Limited modifications and upgrades were made in the mid-1990s.

The Center District has an opportunity to acquire two parcels on Savin Avenue that abut the District headquarters. The homes/parcels are located to the immediate southeast of the firehouse; the homeowners have agreed to sell at appraised prices. The addition of this land would permit Center District to address longstanding and necessary improvements – to parking, to equipment storage, to access, to space for fire personnel training, and to overall goal of fire safety. For instance, a firetruck cannot be turned around using the current, small parking lot.

The mission of the West Haven FD has evolved and grown substantially since 1959, and now includes, among other things, EMS/Paramedic response. Additional land for Center District would help it meet those expanded roles, and duties.

The West Haven City Council has previously approved an appropriation of \$1,025,000 in American Rescue Plan Act ("ARPA") funds, to be used for permissible purposes for the benefit of the Center District and residents of West Haven. We believe use of these funds to acquire 814 and 816 Savin Avenue would be an ideal use of some of this appropriation, as it would enhance fire services in Center District without the need for any tax increase.



CITY of WEST HAVEN FIRE DEPARTMENT

Allingtown

**Fire Station Facility-Needs Assessment for the
State of Connecticut Municipal Accountability
Review Board**

Overall Station Facility Deficiencies

20 Admiral Street

Station Deficiencies – 20 Admiral Street

Built in 1928 – ESCI report POOR Condition

- Administrative Offices on Second Floor, non compliant with ADA for public access due to no elevator.
- Station has in adequate parking facility for even limited administrative staff
- Reduced efficacy for operations /response
- Station used only by AVFA volunteer force, Administrative staffing, and Fire Commission meeting and office rooms. Fire Commission meetings are open to the public, however, without an elevator, we do not meet ADA requirements.
- Building condition, and Arrangement beyond it useful life, and efficacy as an Operating Emergency Response Facility

Recommended Deficiency Abatements

- Combine this station with the 2nd Station into one new combined facility located effectively to cover the entire district according to NFPA 1710. A joint project is planned with the Allingtown Library for a combined fire station and public library

Overall Station Facility Deficiencies

318 Fairfax Street- Minor Park Station

Station Deficiencies – 318 Fairfax St.

Built in 1968 – ESCI report Fair to Poor

1. Lack of space to adequately provide appropriate facilities for women
2. Needs significant updates to accommodate for modern fire apparatus (ESCI report)
3. Lack of provision for reasonable working, living, and privacy conditions for firefighters and staff. (ESCI report)
4. Does not meet current ADA requirements and will need to complete significant upgrades to meet ADA guidelines (ESCI report).
5. Inability to limit FF's exposure to products of combustion and cancer causing by products through off-gassing. (ESCI report)
6. Less than ideal location within residential neighborhood increasing hazard during emergency responses
7. Inadequate storage of vehicles, equipment, and lack of area for PPE gear extractor (washer dryer) installation. (Noted in the ESCI report that there were gear washers and extractors at the West Haven Headquarters, Meloy Road, and West Shore Fire Stations.)
8. Feasibility Study and Location for New Station

Recommended and Desired Deficiency Abatement

1. Addressed by new combined station
2. Addressed by new combined station
3. Addressed by new combined Station
4. Addressed by new combined Station
5. Addressed by relocated new combined Fire Station
6. Addressed by relocated new combined Fire Station
7. ARPA Funding Allocation
8. ARPA Funding Allocation

EMERGENCY SERVICES CONSULTING INTERNATIONAL 2019

West Haven Study

Cited Excerpts for station Deficiencies

- *All stations are in need of significant updates to accommodate for modern fire apparatus (significantly heavier, larger, and taller than apparatus of a generation or more ago), and to provide for reasonable working, living, and privacy conditions for firefighters and staff.*
- *As is common across the United States, female firefighters were not part of the fire departments when the facilities were constructed. As a result, no fire station adequately provides appropriate facilities for women, although in several stations the firefighters demonstrated their ingenuity by attempting to provide some level of accommodation for female colleagues.*
- *While these attempts at “work arounds” are commendable, the leadership of each fire department has an obligation to provide upgraded facilities for all of its firefighters, both female and male.*
- *Additionally, none of the fire stations meet current ADA requirements. It will be necessary to complete significant upgrades to each facility to meet ADA guidelines.*
- *The fire service has become increasingly concerned with the issue of firefighter cancer, and cancer-prevention practices. Firefighters have been provided with training, extra hoods, wipes, and protocols for both cancer prevention and decontamination.*
- *An additional practice that could be put in place within the City of West Haven would be to limit firefighter exposure to products of combustion, as well as minimizing/eliminating exposure to diesel fumes/soot (from fire apparatus). One preventative measure is to limit/reduce firefighter exposure to toxic products of combustion which occur after the fire (aka, off-gassing).*
- *This can be done by storing turnout gear in a well-ventilated room to prevent additional firefighter exposure to off-gassing of chemicals absorbed into turnout gear during a fire.*
- *To this end, regardless of this study’s implementation by the parties involved, it is recommended the agencies continue to incorporate effective cancer prevention measures into current practices, and to consider cancer prevention strategies in future fire station renovation projects.*
- *During the visit, it was noted that there were gear washers and extractors at the West Haven Headquarters, Meloy Road, and West Shore Fire Stations.*

Ali o ire is ri
e es A i io al ora e il i e i i or ar ire a io
ill e ro i e epara el



WEST SHORE FIRE DISTRICT

OFFICE OF THE FIRE CHIEF

860 Ocean Ave.
P.O Box 16763
West Haven, Ct 06516
(203) 933-8420
Fax: (203) 934-1222
www.Westshorefd.com

The West Shore Fire District plans to use ARPA funds to waterproof the Ocean Ave firehouse basement and create safe, gender-inclusive bunk rooms, bathrooms, and changing quarters at both firehouses.

First, we will waterproof the basement at Ocean Ave. This issue has been happening for decades, causing unsanitary conditions due to mold, mildew, and pungent odor. Despite previous attempts to control the leak with sandbags, the leak persists, threatens the mechanicals in the basement, and renders the basement useless for storage.

Furthermore, we plan on using the funds to create individual sleeping quarters, bathrooms, and changing spaces with air purification systems for firefighters, ensuring a safer living environment. In light of COVID-19 and how it decimated our staffing and strained our overtime budget, we recognize the need to prepare for future pandemics and other illnesses, such as the flu and the common cold. Additionally, separate sleeping quarters, bathrooms, and changing quarters will promote gender inclusivity by providing privacy for all individuals, including breastfeeding mothers, and aid in recruitment and retention efforts; moreover, demonstrate with actions that we are committed to providing a safe and sexist-free environment to all firefighters.

Solargard® Hy-Build

Elastomeric roof and wall coating

FEATURES

- Single coat application
- Multiple applications
- Fibered formulation

BENEFITS

- Time and cost savings
- Metal roof and wall surfaces
- Masonry, stucco, EIFS walls
- Bridges small roof and wall imperfections
- Coating reinforcement for high strength
- Accommodates building movement

DESCRIPTION

Solargard Hy-Build is a water-based, acrylic, elastomeric roof and wall coating formulated to provide a tough, durable, flexible, breathable film protection of metal roofs and previously painted or unpainted masonry walls.

BASIC USES

Solargard Hy-Build waterproofs metal roofs as well as masonry, stucco, EIFS and metal wall surfaces.

APPLICATION

Preparation: All surfaces are to be free of dirt, grease, oil, loose paint, loose rust, excess chalk, and other foreign matter which could prevent proper adhesion. This is best accomplished using a high-pressure power wash of at least 2,000 psi. A surface cleaner shall be used to remove all grease or oily deposits. If metal panel finish is Kynar 500 or the roof/wall was previously coated, please contact the Tremco Roofing Technical Department for surface preparation recommendations.

Application: Refer to application specifications for additional information.

Walls: Over porous concrete, brick, etc., surfaces where a prime coat is recommended use Solargard Masonry Primer. Solargard Hy-Build can be applied by brush, roller, or spray gun to specified coverage rates.

Refer to appropriate application specification for further information.

Metal: Prime all rust using Solargard Rust Primer WB. Solargard Hy-Build can be applied by brush, roller or spray gun to specified coverage rates.

Refer to appropriate application specification for further information.

Pumps: Graco King 45:1, Graco Bulldog 30:1 or gas powered equivalents. Graco GH733, HydraMax 350 or GMax 7900 or other manufacturers' equivalents.

Hose/Pressure: 50'-300' length (depending on spray rig pressure). When using hoses longer than 100' use the next larger hose ID every 50'. Every 50' of hose will reduce the spray pressure of the rig by 10% at the gun tip. i.e. 300' hose - 3/4" (50/100') to 5/8" (50/100') to 1/2" (50/100') to 3/8" (50')

Tip Sizes:

Fan Width (in).	.039	.041	.043	.045	.047	.049
10"-12"	539	541	543	545	547	549
12"-14"	639	641	643	645	647	649
14"-16"	739	741	743		747	749
16"-18"	839	841	843		847	
Flow Rate gpm	1.60	1.80	1.98	2.17	2.37	2.58

Good results are generally obtained @ 2000-3000 psi at spray tip.

SPRAY EQUIPMENT RECOMMENDATIONS

Solargard® Hy-Build

SPRAY EQUIPMENT RECOMMENDATIONS CONTINUED

CURE TIME

Gun: Graco Contractor Gun, Graco Contractor FTx gun, Graco Silver Plus or equivalent. (Tip extrusions or pole guns can be used.)

For additional information, refer to appropriate application specification.

1 hour to touch

COVERAGE

Porosity, texture of surface, and specified dry-film thickness will dictate coverage.

Coverage rates are as follows:

Walls 1-1/2 gal./100 sq. ft., 24 wet mils

Metal Roofs 2 gal./100 sq. ft., 32 wet mils

CLEAN UP

Soap and water

LIMITATIONS

- Application temperature shall be above 50°F.
- Protect from freezing.
- Not intended for use in areas subject to vehicular traffic or where water continuously ponds.
- Do not apply when rain is imminent.
- Do not apply over silicone or coal tar.

PHYSICAL PROPERTIES

PROPERTY	TYPICAL VALUE	TEST METHOD
Weight per Gallon	11.0 ± 0.2 lbs.	ASTM D 1475
Specific Gravity	1.32 ± 0.2	ASTM D 1475
Solids by Weight	63% ± 1%	ASTM D- 1353
Solids by Volume	52% ± 1%	ASTM D 5201
Elongation @ 77°F	215% ± 25%	ASTM D 2370
Flexibility @ -15°F	Passes 1/2 inch mandrel bend	ASTM D 522
Tensile Strength @ 77°F	375 ± 50 psi	
Tear Resistance	138 lbf/in	ASTM D 522
		ASTM D 2370
Dry Time	1 hour to touch	ASTM D 1640
Flashpoint	None	ASTM D 3278
Permeance Rating	12	

MAINTENANCE

Your local Tremco Roofing sales representative can provide you with effective maintenance procedures which may vary, depending upon specific conditions. Periodic inspections, early repairs and preventative maintenance are all part of a sound roof program.

PRECAUTIONS

Users must read container labels and Safety Data Sheets for health and safety precautions prior to use.

TECHNICAL SUPPORT

Your local Tremco Roofing sales representative, working with the Technical Service Staff, can help analyze conditions and needs to develop recommendations for special applications.



www.tremcoroofing.com
3735 Green Road
Beachwood, Ohio 44122
1.800.852.6013

50 Beth Nealson Drive
Toronto, Ontario M4H 1M6
1.800.668.9879

Tremco Roofing & Building
Maintenance is a part of the Tremco
Construction Products Group

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Hydroshed™

Water Based, Penetrating Water Repellent for Concrete and Masonry Surfaces

FEATURES/BENEFITS

- Low VOC content
- Breathable
- Non film-forming; leaves no gloss or shine

PRIMARY APPLICATIONS

- Concrete and Masonry Walls

DESCRIPTION

Hydroshed™ is a ready-to-use, water-based siloxane/silane penetrating water repellent sealer.

BASIC USES

Hydroshed soaks into the substrate and forms a water and chloride barrier that protects concrete and masonry from the damaging effects of water and salts, especially in freeze-thaw climates and marine environments. Hydroshed is a breathable sealer that does not alter the appearance or texture of the substrate.

PACKAGING

1 gal (3.8 L) pail
5 gal (18.9 L) pail
55 gal (208 L) drum

STORAGE LIFE

12 months shelf life in unopened containers when properly stored. Shelf life could be affected if the product is not stored properly.

DO NOT FREEZE PART B

Recommended storage conditions are indoors in a ventilated, dry area removed from heat, open flame, ignition sources, and direct sunlight. Storage temperatures should range from 60-70°F (15-21°C) and must not drop below 32°F (0°C) or exceed 110°F (43°C).

On the job site, materials should remain on the pallet until use and be stored in a shaded, ventilated area. Materials should be covered with a light-colored, reflective tarp for protection against the elements. Allow for adequate air flow inside the pallets.

APPLICATION

Surface Preparation: New concrete should have a minimum of 3 days cure time prior to application of Hydroshed. Surface must be cleaned, dry and structurally sound. Substrate should also be free of all curing compounds and other contaminants, this could prevent proper penetration of Hydroshed. Moving joints or cracks must be properly sealed with an elastomeric joint sealant prior to application. Allow all repairs exceeding a width of 1/64" (0.4 mm) to cure a minimum of 24 hours prior to application. Surroundings such as grass, plants, shrubs and asphalt should be protected from drips or overspray prior to application. A small (6' x 6') test area is strongly recommended prior to starting full application, in order to ensure desired performance results, aesthetics, and coverage rates. Allow 5 to 7 days for product to fully react before evaluating.

Mixing: Hydroshed does not require mixing.

Approximate Coverage: Hydroshed should be applied at approximately 100 to 150 ft²/gal (2.45 to 3.68 m²/L). This can be used in a one or two coat application depending on surface density. When two coats are applied, use the "wet on wet" technique for best results. The profile of the application surface may affect the necessary coverage rate.

Application: Low pressure airless spray equipment is the preferred method of application, although for smaller areas, application with brush or rollers may also be acceptable. Application should be from the bottom up to ensure uniform product distribution. Apply a saturation coat with a 6 to 8 in (15 cm to 20 cm) controlled rundown. For dense surfaces, one saturation coat of Hydroshed is normally required. For porous surfaces two or more saturation coats of Hydroshed may be required, applied using a "wet on wet" technique.

Hydroshed™

TEMPERATURE / WEATHER RECOMMENDATIONS

Min Ambient & Surface Temperature: 40°F (4°C)

Max Ambient & Surface Temperature: 120°F (48°C)

- Minimum temperatures must be rising following application
- Do not apply when precipitation is expected within 12 hours of application.

CURE TIMES

Dry Time: 1-2 hours @ 70°F (21°C) / 50% RH

Note: Cure times can be effected by a number of weather and jobsite conditions including but not limited to exposure to sunlight and wind, humidity, precipitation, and temperature.

CLEAN UP

Clean drips, runs, and overspray residue while still wet, using detergent and water. Dried material may require mechanical abrasion for removal. Clean application and spray equipment with detergent and water immediately following use.

LIMITATIONS

- Product comes pre-diluted, do not add water to current mixture.
- Hydroshed can be applied to pH neutral surfaces; however, longer cure times may be required o develop full repellency.
- Hydroshed is non-flammable and non-hazardous.
- Hydroshed may exhibit minor settling upon storage. Agitation prior to use may be necessary.

PHYSICAL PROPERTIES

Material Properties @ 75 °F (24 °C)

Flash Point	> 200 °F (93 °C)
Weight/gal	8.4 lbs
VOC Content	50 g/L
Active Content (by weight)	10%
Viscosity	50 cp
Drying Time at 70 °F (21 °C)	1 to 2 hours
Average Depth of Penetration (substrate dependent)	3/8" (9.5 mm)
Absorption Reduction Federal Specification SS-W-110C	88%
Permeance Rating (ASTM E96)	1.6% Reduction

NCHRP Report No. 244

Reduction in Chloride Ion Content	21 days: 89%
Reduction in Water Absorption	21 days: 85%

Hydroshed™

SPECIFICATIONS AND COMPLIANCES

- Hydroshed meets the performance standards of NCHRP 244
- Federal specification SS-W-110C
- Complies with all U.S. EPA and local VOC regulations, including OTC, LADCO, Maricopa County, and California (CARB and SCAQMD)
- Canadian MTQ

MAINTENANCE

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Tremco Roofing & Building
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Construction Products Group

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TECHNICAL DATA SHEET

DYMONIC® 100

High-Performance, High-Movement,
Single-Component, Polyurethane Sealant

PRODUCT DESCRIPTION

Dymonic® 100 is a single-component, medium-modulus, non-sag polyurethane sealant. Dymonic 100 offers a high-performance, high-movement, durable, flexible seal that performs excellently in moving joints and exhibits tenacious adhesion to substrates once fully cured.

BASIC USES

Typical applications for Dymonic 100 include expansion and control joints, precast concrete panel joints, perimeter caulking (windows, doors, and panels), aluminum, masonry, and vinyl siding. Dymonic 100 is also an excellent choice as a fluid applied flashing material in rough opening perimeters for fenestration/window, door and curtain wall applications. Dymonic 100 is suitable for water immersion applications and will not out gas.

FEATURES & BENEFITS

Dymonic 100 has been formulated with an innovative polymer technology, similar to TREMproof® 250GC and Vulkem® 45SSL, that allows it to be highly versatile and grants its unique capability to adhere to damp or green concrete without outgassing. The skin time of Dymonic 100 is 2 hours and the tack-free time is 6 to 8 hours. This significantly reduces dirt attraction and improves the overall aesthetic look.

Dymonic 100 has a movement capability of +100/-50% in typical field conditions with excellent performance in moving joints. The formula is low-VOC and UV-stable, meaning Dymonic 100 will not crack, craze, or yellow under extreme UV exposure. Additionally, Dymonic 100 is jet fuel-resistant and compatible with many common construction substrates.

- Compatible with and can be coated over with Tremco's Vulkem Deck Coatings, ExoAir® Air Barrier products and the cold, fluid-applied TREMproof® line of below-grade waterproofing products
- Accepted for use over Nudura Insulated Concrete Forms (ICF)

There are 21 standard color options available for Dymonic 100, with the option of painting over the sealant.

Dymonic 100 meets or exceeds the requirements of the following specifications:

- ASTM C920 Type S, Grade NS, Class 50, Use NT, T, M, A, O, I
- U.S. Federal Specification TT-S-00230C, Class A, Type II
- CAN/CGSB-19,13-M87
- International Code Council (ICC) Section R703.8 Flashing
- AAMA 714-15 Specification for Liquid-Applied Flashing
- NFPA 285 Listed Component

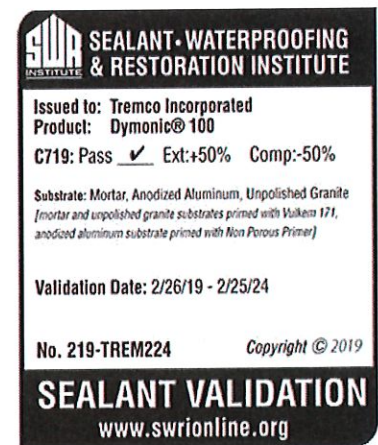
Accepted fire rated systems: FF-D-1186, FW-D-1117, HW-D-1122, WW-D-1200, and BW-S-0006

AVAILABILITY

Immediately available from your local Tremco Sales Representative, Tremco Distributor, or Tremco Warehouse in 10.1 oz (300 mL) cartridges and 20 oz (600 mL) sausages.

COLORS

Available in Almond, Aluminum Stone, Anodized Aluminum, Beige, Black, Bronze, Buff, Dark Bronze, Gray, Gray Stone, Hartford Green, Ivory, Light Bronze, Limestone, Natural Clay, Off White, Precast White, Redwood Tan, Sandalwood, Stone, and White.



LIMITATIONS

Use with adequate ventilation. Always utilize the accompanying SDS for information on Personal Protective Equipment (PPE) and Health Hazards. Not recommended for use in chlorinated, potable, heavy or waste water. Although Dymonic 100 is paintable, this does not imply adhesion to and compatibility with all paints. Consult Tremco Technical Bulletin No. S-09-05 or Tremco Technical Services for more information.

WARRANTY

A repair or replacement warranty is available on all Tremco products. Visit <https://www.tremcosealants.com/warranties/> for details.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL RESULTS
Rheological Properties	ASTM C639	Non-sag (NS), 0" of sag in channel
Hardness Properties	ASTM C661	40 ± 5
Weight Loss	ASTM C1246	Pass
Skin Time	ASTM C679	2 to 3 hr
Tack Free Time	73.4°F (23°C) 50% RH	6 to 8 hr
Stain and Color Change	ASTM C510	Pass
Adhesion to Concrete	ASTM C794	35 pli
Adhesion to Concrete After Immersion	ASTM C794	30 pli
Adhesion to Green Concrete	ASTM C794	>25 pli
Adhesion to Damp Concrete	ASTM C794	>20 pli
Effects of Accelerated Aging	ASTM C793	Pass
Movement Capability	ASTM C719	± 50%
Movement Capability	ASTM C719 (Modified)	+100/-50%
Tensile Strength	ASTM D412	350 to 450 psi
% Elongation	ASTM D412	800 to 900%
Modulus at 100%	ASTM D412	75 to 85 psi
Tear Strength	ASTM D412	65 to 75 psi
Service Temperature		-40 to 180 °F (-40 to 82 °C)
Application Temperature		40 to 100 °F (4 to 37 °C) *
Smoke Development, Fire Spread	ASTM E84	5, 5
Smoke Development, Fire Spread	CAN S102	10, 10
Fire Resistance of Assembly	NFPA 285	Pass
Crack Bridging	ASTM C1305	Pass
Nail Seal Ability	ASTM D1970 Section 7.9	Pass

*For temperatures below 40 °F, please refer to the Technical Bulletin, Cold Temperature Sealant Application Recommendations.

Please refer to our website at www.tremcosealants.com for the most up-to-date Product Data Sheets.

NOTE: All Tremco Safety Data Sheets (SDS) are in alignment with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) requirements.



D100-DS/1122

Tremco Construction Products Group (CPG) brings together Tremco CPG Inc. and its Dryvit and Nudura brands; Willseal; Prebuck LLC; Tremco Barrier Solutions, Inc.; Weatherproofing Technologies, Inc. and its Pure Air Control Services and Canam Building Envelope Specialists offerings; and Weatherproofing Technologies Canada, Inc.



tremcosealants.com | 800.321.7906



Construction Products Group

3735 Green Rd. | Beachwood, OH 44122
800.321.7906 | tremcocpg.com



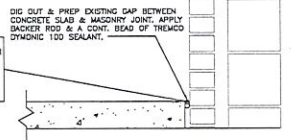
West Shore Fire Department

PROJECT:
860 Ocean Ave.
Details

LOCATION:

860 Ocean Ave., West Haven, CT 06516

DYNAMIC 100
ASTM E229 TYPE S, GRADE NS, CLASS 50, USE HT, T, M, A, D, I
U.S. FIRESEAL SPECIFICATION TT-5-002302, CLASS A, TYPE B
CAN/CGSB-19.13-M87
INTERNATIONAL CODE COUNCIL (ICC) SECTION R703.8 FLASHING
ANMA 714-15 SPECIFICATION FOR LIQUID-APPLIED FLASHING
NEPA 285 LISTED COMPONENT

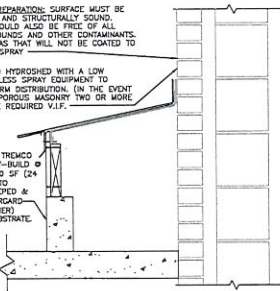


3 MASONRY JOINT DETAIL
A2.1 N.T.S.

HYDROSHIELD PREPARATION: SURFACE MUST BE CLEANED, DRY AND STRUCTURALLY SOUND. SUBSTRATE SHOULD ALSO BE FREE OF ALL CURING COMPOUNDS AND OTHER CONTAMINANTS. TAPE OFF AREAS THAT WILL NOT BE COATED TO PREVENT OVERSPRAY.

APPLY TREMCO HYDROSHIELD WITH A LOW PRESSURE AIRLESS SPRAY EQUIPMENT TO ENSURE UNIFORM DISTRIBUTION. (IN THE EVENT OF A HIGHLY POROUS MASONRY TWO OR MORE COATS MAY BE REQUIRED V.I.F.)

BRUSH APPLY TREMCO SOLARGARD HT-BUILD @ 1-1.5 GAL/100 SF (24 WET MILS) ONTO PROPERLY PREPARED & PRIMED (SOLARGARD MASONRY PRIMER) CONCRETE SUBSTRATE.



2 CONCRETE & MASONRY DETAILING
A2.1 N.T.S.

SOLARGARD MASONRY PRIMER
WEIGHT PER GALLON: 12.140 ± 0.2 LBS.
SOLIDS BY VOLUME: 41% ± 1%
SOLIDS BY WEIGHT: 59% ± 1%
VISCOSITY @ 77°F: 75 KU ± 1KU
ABRASION RESISTANCE: EXCELLENT
FLEXIBILITY: PASSES 1/8" MANDREL BEND
FLASHPOINT: NONE

ASTM D 1473

ASTM D 552

ASTM D 1737

ASTM D 3278

SOLARGARD HT-BUILD
WEIGHT PER GALLON: 11.0 ± 0.2 LBS.
SPECIFIC GRAVITY: 1.32 ± 0.2
SOLIDS BY WEIGHT: 63% ± 1%
SOLIDS BY VOLUME: 52% ± 1%
ELONGATION @ 77°F: 213% ± 20%
FLEXIBILITY @ -15°F: PASSES 1/2" INCH
TENSILE STRENGTH @ 77°F: 375 ± 50 PSI
TEAR RESISTANCE: 1.58 LB/F/IN

ASTM D 1473

ASTM D 1475

ASTM D 1533

ASTM D 5201

ASTM D 2320

ASTM D 522

ASTM D 522

ASTM D 2310

ASTM D 1540

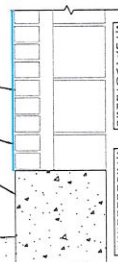
ASTM D 3278

DRY TIME: 1 HOUR TO TOUCH
FLASHPOINT: NONE

HYDROSHIELD PREPARATION: SURFACE MUST BE CLEANED, DRY AND STRUCTURALLY SOUND. SUBSTRATE SHOULD ALSO BE FREE OF ALL CURING COMPOUNDS AND OTHER CONTAMINANTS. TAPE OFF AREAS THAT WILL NOT BE COATED TO PREVENT OVERSPRAY.

APPLY TREMCO HYDROSHIELD WITH A LOW PRESSURE AIRLESS SPRAY EQUIPMENT TO ENSURE UNIFORM DISTRIBUTION. (IN THE EVENT OF A HIGHLY POROUS MASONRY TWO OR MORE COATS MAY BE REQUIRED V.I.F.)

BRUSH APPLY TREMCO SOLARGARD HT-BUILD @ 1-1.5 GAL/100 SF (24 WET MILS) ONTO PROPERLY PREPARED & PRIMED (SOLARGARD MASONRY PRIMER) CONCRETE SUBSTRATE.



1 CONCRETE & MASONRY DETAILING
A2.1 N.T.S.

MISFEASURES NOTES:
-IF A SECOND COAT IS REQUIRED USE A (WET ON WET) TECHNIQUE FOR THE BEST RESULTS.
-BE SURE TO NOT PAINT OVER AN KEEP HOLES ON THE MASONRY WALL (PLUG OR TAPE OPENINGS)
-APPLICATION SHOULD BE FROM THE BOTTOM UP TO ENSURE UNIFORM PRODUCT DISTRIBUTION. APPLY A SATURATION COAT WITH A 6 TO 8 IN CONTROLLED RUNDOWN.

SOLARGARD NOTES:
-BEFORE PRIMING CONFIRM ALL SURFACES ARE TO BE FREE OF DIRT, GREASE, OIL, CHALK, LOOSE PAINT, RUST, ADHESION, AND OTHER FOREIGN MATTER, WHICH COULD PREVENT PROPER ADHESION. THIS IS BEST ACCOMPLISHED USING A HIGH PRESSURE POWER WASH OF AT LEAST 3000 PSI & SURFACE CLEANER SHALL BE USED TO REMOVE ALL GREASE OR OIL DEPOSITS.

DATE	No.	REVISIONS

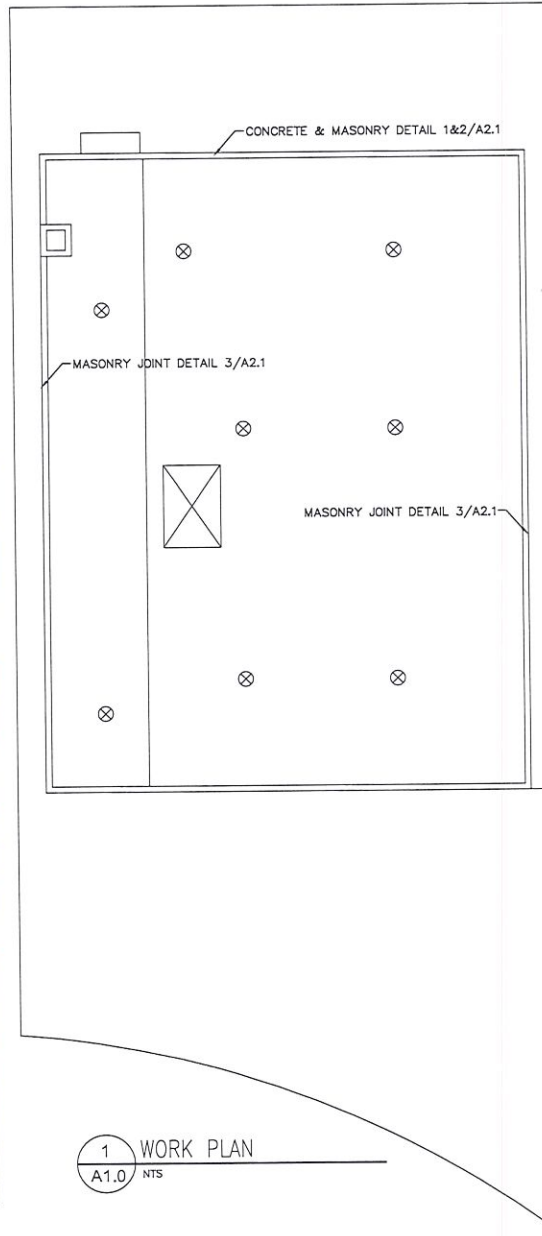
DRAWN BY	APPROVED	DATE
CGS	A HALL	24 JAN 2023

DRAWING STATUS:
Issued for Pricing:
24 JAN 2023

DRAWING NAME:
Roof Details

DRAWING NUMBER:
A2.1

SITE LOCUS PLAN



1 WORK PLAN
A1.0 NTS



Project Owner:
West Shore Fire Department

PROJECT:
860 Ocean Ave.
Site Plan

LOCATION:
860 Ocean Ave. West Haven, CT 06516

Project Owner:

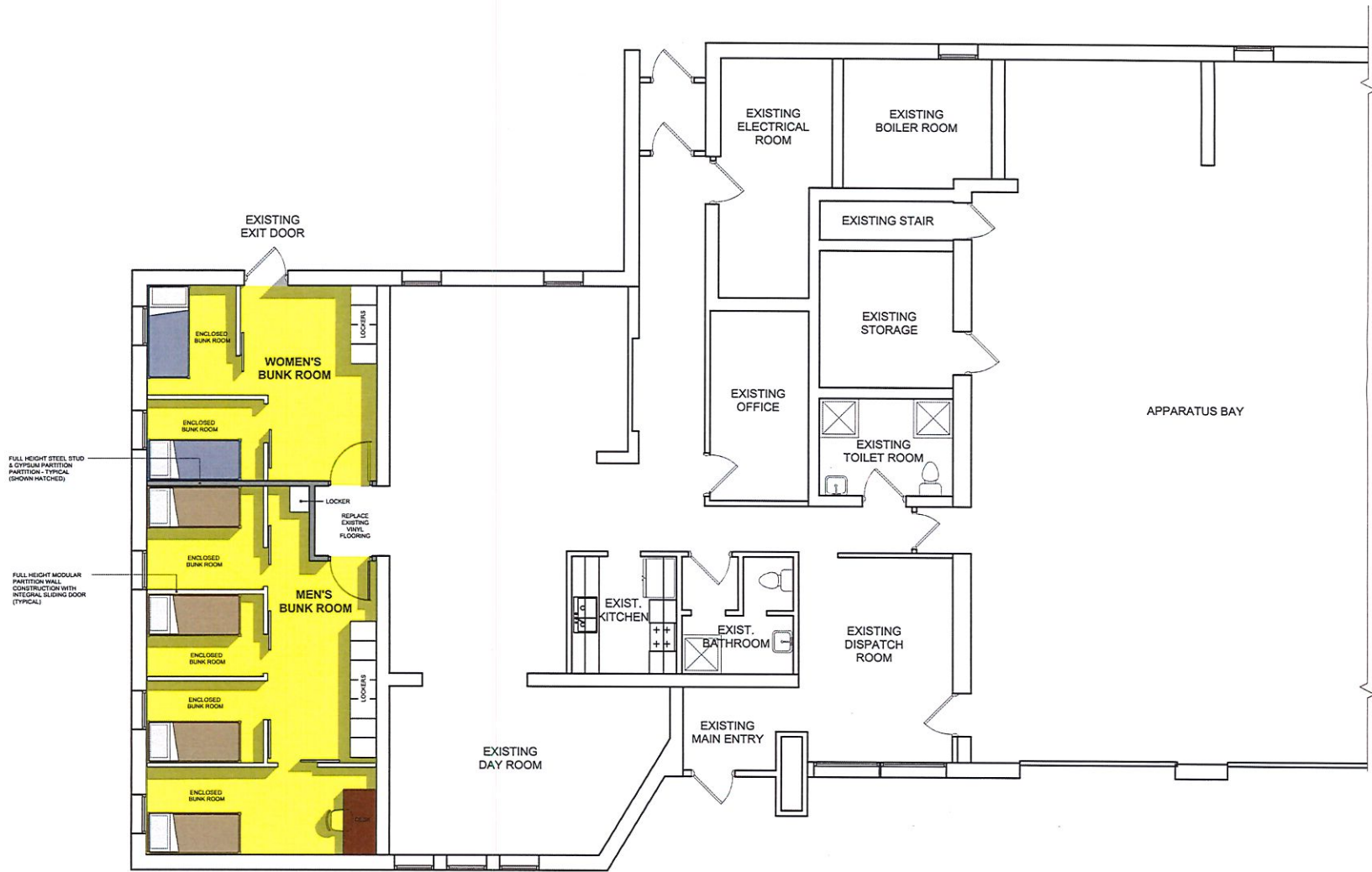
DATE	No.	REVISIONS

DRAWN BY	APPROVED	DATE
CGS	A HALL	24 JAN 2023

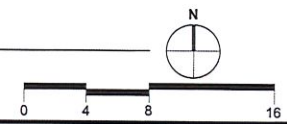
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Issued for Review:
24 JAN 2023

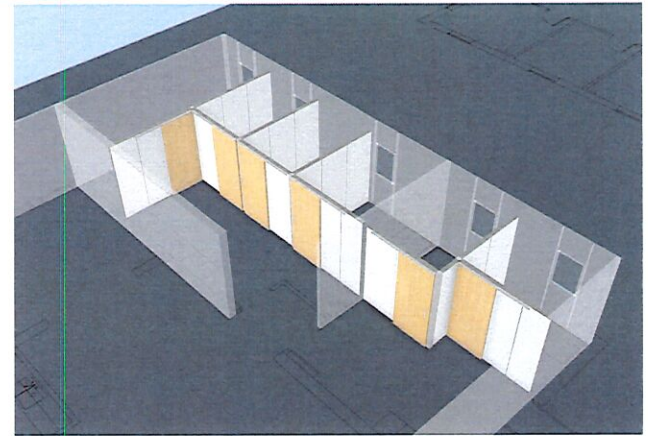
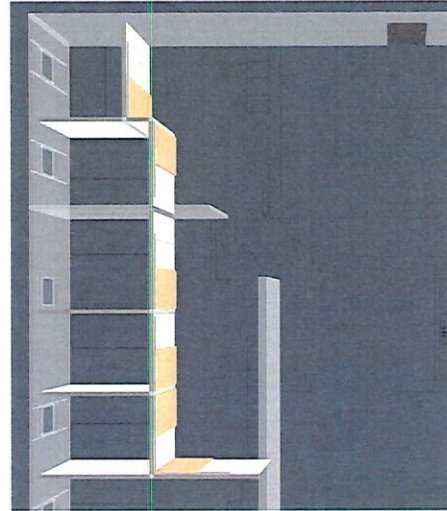
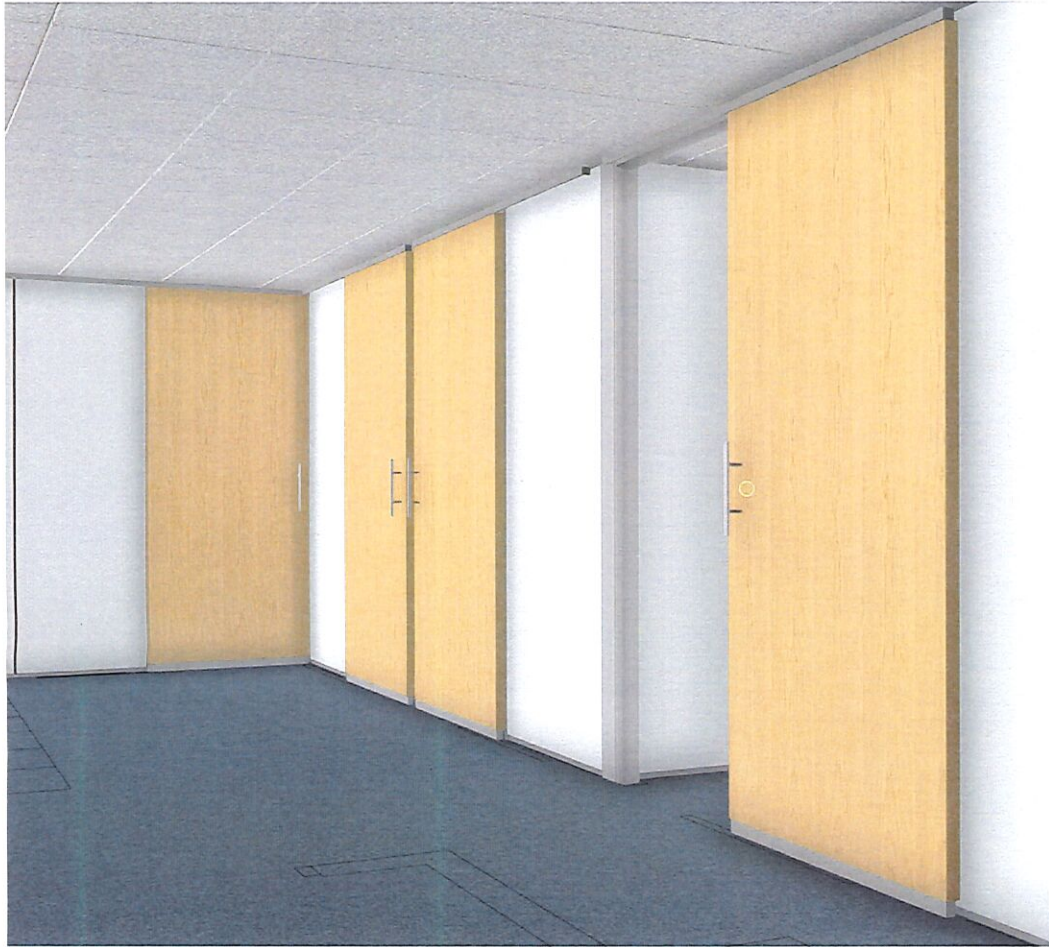
DRAWING NAME:
Site Work Plan
& General Notes

DRAWING NUMBER:
A1.0



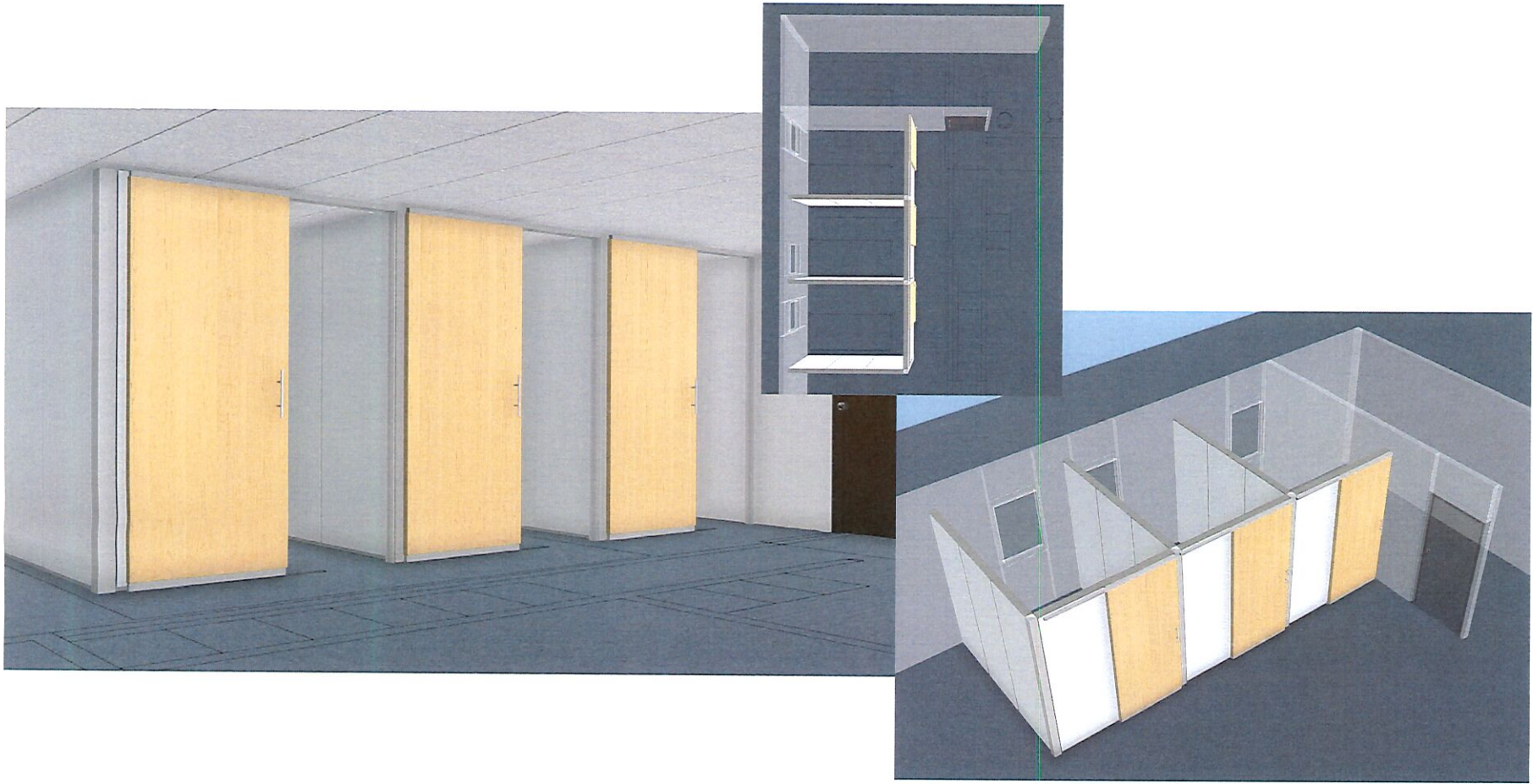
1 BENHAM HILL FIRE STATION - GROUND FLOOR PLAN





Benham Hill Fire Station - West Haven, CT

RD-1



West Shore Fire Station - West Haven, CT

RD-2

BOARD OF EDUCATION SECURITY SERVICES

- RFP #2023-26 published on June 9, 2023
- Mandatory walk through took place on June 22, 2023
- 8 firms attended walk through
- Bids were received by 7 companies on July 13, 2023
 - 2 firms were interviewed and Sparks Security was awarded contract
 - Contract attached



SECURITY GUARD SERVICES AGREEMENT

THIS SECURITY GUARD SERVICES AGREEMENT ("Agreement") is made this ____ day of August, 2023 by and between the WEST HAVEN PUBLIC SCHOOLS (the "WHPS") and SPARKS SECURITY, LLC ("Contractor") (WHPS and Contractor are sometimes referred to hereinafter collectively as the "Parties").

RECITALS:

WHEREAS, WHPS is in need of security guard services at its nine (9) schools and other WHPS properties; and

WHEREAS, a request for proposals (RFP) was issued on or about June 2, 2023; and

WHEREAS, the Contractor submitted a response to the RFP dated July 13, 2023 ("Contractor's Response"), which has been accepted by WHPS as the successful proposer, subject to working out the terms of a formal written Agreement.

NOW, THEREFORE, the Parties agree as follows:

I. TERM

The term of this Contract shall be three (3) years, commencing August 1, 2023 and ending July 31, 2026, subject to early termination as provided in Article VIII below.

II. SCOPE OF SERVICES

The Contractor shall provide the following services to the WHPS, and such other related duties as assigned by WHPS:

- Contractor shall provide unarmed uniformed security services in and around WHPS properties seven and one-half (7.5) hours per day, inclusive of regular school hours as follows:

School	Security Officer FTEs	Site Supervisor FTEs	Staffed Hours
West Haven High School	4	1	6:45AM-2:15PM
Bailey Middle School	3	1	7:15AM-2:45PM
Carrigan Intermediate School	3	1	8:00AM-2:50PM
Hailey Elementary School	1	1	8:15AM-3:45PM
Mackrille Elementary School	1	1	8:15AM-3:45PM
Pagels Elementary School	1	1	8:15AM-3:45PM
Molloy Elementary School	1	1	8:15AM-3:45PM

- Contractor shall provide a handbook with the rules and policies that govern the security guards.
- Contractor shall provide monthly reports detailing the guards responses to various situations.
- A monthly meeting shall be held between the WHPS and the Contractor's administration to review and discuss monthly reports.
- Contractor shall implement the use of metal detectors at (3) of the schools (High School, Carrigan Intermediate School and Bailey Middle School).
- Contractor shall provide security guards for after-school events.
- Contractor will provide a variety of services, implementing WHPS's security objectives according to policies and procedures, which may include but are not limited to the following general tasks:
 - Entry and egress access control.
 - Patrols of interior and exterior building areas.
 - Visitor and building employee identification verification.
 - Incident and daily operating reports.
 - Monitoring and responding to base building intrusion detection systems, alarms, and fire detection equipment.
 - Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures.

While the above is anticipated to be the staffing, the Parties reserve the right to adjust the above hours and staffing to respond to changes in the need for coverage. In addition, Contractor shall provide coverage for non-school hour activities and summer school, as set forth in the Contractor's Response.

III. COMPENSATION

In consideration of the provisions of the services described above, WHPS shall pay Contractor the rate of \$31.03 per hour per guard. It is anticipated that the number of hours required shall be as follows:

Standard School Hours 33,750

After School/Summer 4,920

Notwithstanding anything herein to the contrary, if at all, the maximum amount the WHPS shall be obligated to pay Contractor annually during the Term is \$1,200,000, inclusive of any overtime or additional costs Contractor may incur in providing the services contemplated hereby.

IV. INSURANCE REQUIREMENT

Contractor shall deliver to the WHPS a valid and currently dated Certificate of Insurance (COI).

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 coverage's 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 Certificate of Insurance shall in no way limit or relieve Contractor of its duties and responsibilities in this Agreement.

At a minimum, the COI shall indicate that the following coverage's 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

- WHPS, and all of their elected or appointed 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 WHPS shall apply on a primary and non-contributory basis and include completed operations coverage's.
- 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 WHPS (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
- WHPS, the City of West Haven and all of their 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 WHPS, the City of West Haven, and all of their elected or appointed 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 WHPS, the City of West Haven and all of their elected or appointed officers, officials, agents, employees and members of all of its boards and commissions).

4. **Umbrella Liability/Excess Liability: Minimum Limits required:**

- \$5,000,000 Each Occurrence
- \$5,000,000 General Aggregate
- Policy will provide excess coverage over the Commercial General Liability, 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 WHPS, the City of West Haven and all of their elected or appointed 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 coverage's required under this agreement at the Contractors sole expense and with insurance

companies acceptable to the WHPS. The policies shall contain a provision that the coverage will not be cancelled or non-renewed until at least 30 days prior written notice has been given to the owner.

V. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless WHPS, and the City of West Haven, and all of their elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, from and against any/all claims, actions, damages, losses and expenses, including but not limited to attorney's fees, for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with the project.

VI. EMPLOYEES AND LICENSES:

- A. Contractor shall be solely responsible for the hiring and employment of the individual employed as security guards. Notwithstanding, WHPS reserves the right to require that an individual employed by Contractor not be assigned a WHPS school or property under this Agreement. Nothing herein shall be deemed as creating an employer-employee relationship between the WHPS and the security guards employed by Contractor.
- B. All Contractor employees utilized to deliver the services hereunder shall hold any licenses and permits required by law to perform the services contemplated hereby.
- C. Contractor shall subject all of its employees rendering services hereunder to undergo background checks as required by applicable law, including, but not limited to, Public Act 16-67.
- D. Contractor shall train security guards assigned to WHPS on use of force, mandated report, sexual harassment, and other topics deemed appropriate by the Parties, prior to rendering services hereunder.
- E. Contractor shall obtain and maintain all necessary licenses and permits required by applicable law, and provide proof thereof annually to WHPS.

Failure to maintain any such required certification or position shall render this Agreement null and void, after notice, and a 60 day period to cure.

VII. REPRESENTATIONS AND WARRANTIES

- A. Contractor represents that the representations made in Contractor's Response are true and correct in all material respects as of the date of the execution of this Agreement.
- B. Contractor and its employees shall carryout its duties and responsibilities in a professional and workmanlike manner.

VIII. TERMINATION

This Agreement may be terminated during the Term as follows:

- 1. At any time by mutual written agreement of the Parties.
- 2. By either party for convenience, by providing not less than sixty (60) days notice to the other in writing.
- 3. Immediately, for cause. In the case of Contractor, "cause" shall include the failure of WHPS to pay any invoice when due, after written notice and thirty (30) days to cure. In the case of WHPS, "cause" shall include the failure of Contractor to provide the services required by this Contract for a period of three (3) or more days in a row, or five (5) days in any calendar year.

IX. GENERAL PROVISIONS

- A. Controlling Law. This Agreement is governed by the laws of the State of Connecticut.
- B. Continued Agreement. This Agreement, together with the RFP and Contractor's Response, represent the entire agreement between the Parties and supercedes any prior understandings, whether written or oral, and may only be amended in a writing signed by the Parties.

In WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first written above.

WEST HAVEN PUBLIC SCHOOLS

SPARKS SECURITY, LLC

By _____

By _____

Duly Authorized

Duly Authorized

BOARD OF EDUCATION FOODSERVICE MANAGEMENT

- RFP was written and run by State
- 2 bids were received on May 31, 2023 – Sodexo & SFE
- Sodexo was proposal chosen by BOE and approved
- Contract is for one year with renewal options for each of the four years following
- RFP and State approved contract attached.



West Haven Board of Education
CONNECTICUT

REQUEST FOR PROPOSAL/CONTRACT:
Food Service Management Company to Manage District's
Child Nutrition Programs

RESPONSE DUE DATE: May 31, 2023 at 2:00pm

Andrew Paul

4.24.23

Signature of CSDE Consultant
Andrew Paul

Date

Printed Name CSDE Consultant

Revision: Feb. 2023

SFA/FSMC 2023-24 RFP/Contract Document

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Exhibit: J	Equipment Specifications	
Exhibit: K	Current Equipment Amortization Schedule	
Exhibit: L	Accounts Payable Cut-off Schedule	
Exhibit: M	Addenda Packet (FSMC must sign and submit with proposal) M1 Certificate of Independent Price Determination M2 Certification Regarding Debarment M3 Certification Regarding Lobbying M4 Disclosure of Lobbying M5 Certification of Clean Air and Water M6 Energy Policy M7 Non-Collusive Statement M8 Student Data Privacy	
Exhibit: N	Sample Invoice	
Exhibit: O	Renewal Document	
Exhibit: P	USDA Foods Ordered for 2023-24 and Inventory Total	

SECTION A: General Information

A.1. Purpose of this request for proposal (RFP):

The organization or individual responding to this request will be referred to as the Food Service Management Company (FSMC) and the contract will be between the FSMC and West Haven Board of Education, hereafter referred to as the School Food Authority (SFA).

This solicitation is for the purpose of entering into a contract for the operation of a food service program for the SFA. Currently, the SFA's food service program includes the following programs and options:

- | | |
|--|---|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input checked="" type="checkbox"/> At-Risk Afterschool Snack |
| <input type="checkbox"/> At-Risk Supper Program | <input type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Special Milk Program | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food | <input type="checkbox"/> Vending Items |

The SFA requires the FSMC proposal to include the following programs and options in their response:

- | | |
|--|---|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> School Breakfast Program (SBP) |
| <input type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | <input checked="" type="checkbox"/> At-Risk Afterschool Snack |
| <input type="checkbox"/> At-Risk Supper Program | <input type="checkbox"/> Child and Adult Care Food Program (CACFP) |
| <input type="checkbox"/> Special Milk Program | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP)/Seamless |
| <input checked="" type="checkbox"/> A la Carte Food | <input type="checkbox"/> Vending Items |

The FSMC will assume responsibility for the efficient management and consulting service of the food program including, but not limited to: menus, purchasing, receiving, storing, setting up cafeteria lines, counter service, cleanup, sanitation, training, hiring and supervising personnel, and presenting food in a way to create optimum student participation at the schools listed in Exhibit A.

A.2. Issuing Office

The West Haven Board of Education Business Office is the issuing office for this document and all subsequent addenda relating to it. The information provided herein is intended to assist the FSMC in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide interested FSMCs with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data there from. The FSMCs may expand upon the specification details to evidence service capability under any agreement within regulatory limits.

Questions related to any portion of this RFP must be directed in writing to the issuing office noted above via postal mail e-mail fax. **Responses will be provided only to written questions** submitted if provided in accordance with the timeline in Section A4.

A.3. Procurement Method

The contract will be a **Cost-Reimbursable** contract where the FSMC will be paid on the basis of the direct costs incurred (food, labor and supplies) plus fixed fees (Administrative Fee – corporate overhead costs and Management Fee – negotiated profit). Administrative and Management Fees must be itemized on the Schedule E to ensure there are no duplicate charges.

A.4. Timeline: Response Due Date and Pre-Bid Conference

All proposals, as outlined in Section C12, must be received by May 31, 2023 at [REDACTED]. Any proposals en route, either in the mail or other locations in the SFA's offices will be ineligible for consideration. The proposal must be received at the office of:

Name: [REDACTED]

Title: [REDACTED]

Address: [REDACTED]
[REDACTED]
[REDACTED]

Date:	Description:
[REDACTED]	Request for Proposals (RFP) Issued
[REDACTED]	Pre-Proposal Conference [REDACTED] <input checked="" type="checkbox"/> Attendance Required <input type="checkbox"/> Attendance NOT Required Address: [REDACTED] [REDACTED] [REDACTED] Site visitations immediately following the Pre-Proposal Conference
[REDACTED]	Questions from Bidders Due
[REDACTED]	Responses from the SFA to the Bidders Questions Due (Written/Posted)
[REDACTED]	Proposal Deadline [REDACTED]
[REDACTED]	Review and Evaluation of Proposals
[REDACTED]	Award of Contract by School Committee
[REDACTED]	Draft contract due to CSDE
[REDACTED]	Board of Education (BOE) Approval (if applicable)
[REDACTED]	Executed Contract due to CSDE

A.5. Consideration and Award

- a. The SFA may award a contract based upon the initial proposals received without discussion of such proposals. Accordingly, each initial proposal should be submitted with the most favorable price and service standpoint.
- b. In accordance with 2 CFR § 200.319, this procurement transaction will be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals must be excluded from competing for this contract. Prohibited restrictions to competition:
 - i. Placing unreasonable requirements in order to limit the number of firms eligible to do business;
 - ii. Requiring unnecessary experience or excessive bonding;

- iii. Noncompetitive pricing practices between firms or between affiliated companies;
 - iv. Noncompetitive contracts to consultants that are on retainer contracts;
 - v. Organizational conflicts of interest;
 - vi. Specifying a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - vii. Any arbitrary action in the procurement process.
- c. In accordance with 2 CFR § 200.319(c), the SFA will not conduct the procurement process in a manner that uses statutorily or administratively imposed state, local or tribal geographic preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly permit such preferences.
 - d. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations; develops or drafts specifications, requirements or statements of work; participates in developing requests for proposals or contract terms; or otherwise sets conditions or develops other documents for use in conducting this procurement.
 - e. The SFA reserves the right to reject any or all proposals received or any parts thereof for any reason whatsoever, to waive any informality in any proposal or in any provision in the RFP.
 - f. The SFA will award the contract, in writing, to the most responsible FSMC whose proposal is most responsive and advantageous to the SFA with price and other factors considered, provided that nothing herein shall be deemed to waive any requirement of federal, state or local law. A responsible FSMC is one in which contractor integrity, compliance with public policy, record of past performance, and financial, technical and other resources indicate an ability to perform successfully under the terms and conditions required by this solicitation. A responsive bid/proposal is one that conforms to all the material terms and conditions of the solicitation. [2 CFR § 200.318 and 2 CFR § 200.320]
 - g. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the FSMC's own risk and cannot secure relief on a plea of error. This must include the contract terms and conditions as noted in Sections 1 - 17 of this document.
 - h. Under no circumstances will the SFA be responsible for the cost of preparing any bid or proposal.
 - i. A Contract MUST be executed prior to July 1, 2023. Payments from the non-profit school food service account are prohibited prior to approval by the Connecticut State Department of Education (CSDE) and contract execution (signed by both the SFA and the FSMC).
 - j. Submitted proposals must not include overtly overly responsive items including but not limited to: funding scholarship programs, purchasing or gifting tickets, providing monetary gifts for unsolicited equipment, etc. The practice of including a requirement in solicitation documents or including contract clauses for the delivery of unsolicited funds, services, or items for anything that does not directly benefit the non-profit school food service account is unallowable.
 - k. Bid Protest: The SFA shall act in accordance with 2 CFR § 200.318(k). Any action, which diminishes full and open competition, seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential FSMCs. SFAs must in all instances disclose all information regarding a protest to the CSDE. SFA's are highly encouraged to attach their bid protest procedures to this RFP.

- l. The SFA will conduct this procurement in accordance with its Code of Conduct that prohibits a real or apparent conflict of interest and disciplinary action to be applied for violations of such standards. [2 CFR §200.318(c)]
- m. The SFA must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- n. A cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used in the award of this contract. [2 CFR § 200.324 (d)]
- o. The SFA must make available upon request, for the USDA or state agency, pre-procurement review, procurement documents, such as RFPs, IFBs, or independent cost estimates, when:
 - i. The SFA’s procurement procedures or operation fails to comply with the procurement standards of this part;
 - ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
 - iii. The procurement specifies a “brand name” product;
 - iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

A.6. Award Criteria

- a. It is the intent of the SFA to select the proposal that will best meet its needs and is most advantageous to the non-profit school food service program of the SFA. All responsive proposals will be evaluated and ranked. The contract may then be awarded to the company submitting the top-ranked proposal. The primary determining factor in the award shall be the price, further defined in this section.
- b. Proposals will be scored by a committee using the criteria and assigned points as detailed below.
- c. The committee must be comprised of three (3) or more qualified evaluators.
- d. Each evaluator must score each proposal individually.
- e. Scores from all evaluators shall be averaged for one final score per proposal.
- f. The proposals shall then be ranked from highest to lowest.
- g. The highest scoring responsive and responsible bidder shall be
 - selected to enter into negotiations.

Or

- recommended to the Board of Education to enter into negotiations (BOE must not select another bidder without written justification regarding scoring, the responsiveness of the bidder and the determination of the bidder as responsible).

Criteria	Points
<p>Price/Costs (this criterion must be the primary factor in the award decision and must be assigned the highest point value – <i>profit must be reviewed and evaluated as a separate element of the proposal and its criteria must be lower than Price/Cost</i>).</p> <p>Price/Costs shall be determined by the vendor’s completed schedule E and documents submitted in response to Section C3 of this RFP. Direct costs as noted in 12.10B must be reviewed and evaluated.</p> <p>██████████</p>	<p>█</p>
<p>Experience, References and Service Capability: <i>Review proposed FSD qualifications – must meet USDA Professional Standards (Hiring Standards)</i></p> <p>Scoring based on FSMC response to section C.4</p>	<p>█</p>
<p>Financial Condition/Stability, Business Practices</p> <p>Scoring based on FSMC response to section C.5</p>	<p>█</p>
<p>Accounting and Reporting Systems</p> <p>Scoring based on FSMC response to section C.6</p>	<p>█</p>
<p>Personnel Management and Training</p> <p>Scoring based on FSMC response to section C.7</p>	<p>█</p>
<p>Innovation and Promotion of the School Food Service Program</p> <p>Scoring based on FSMC response to section C.8</p>	<p>█</p>
<p>Involvement of Students, Staff, and Community</p> <p>Scoring based on FSMC response to section C.9</p>	<p>█</p>
<p>Menus, Concepts of Service, Food Quality and the Use of USDA Foods</p> <p>Scoring based on FSMC response to section C.10</p>	<p>█</p>
<p>Support for Connecticut’s Farm to School Program</p> <p>Scoring based on FSMC response to section C.11</p>	<p>█</p>
<p>██████████</p>	<p>██████████</p>
<p>██████████</p>	<p>██████████</p>
<p>██████████</p>	<p>██████████</p>
<p style="text-align: right;">Total Points</p>	<p style="text-align: center;"><u>100</u></p>

A.7. Oral Presentations

- a. An oral presentation by a FSMC to supplement a proposal will not be required. If these presentations are required,
 - i. they will be scheduled by the SFA subsequent to the receipt of proposals and prior to the award;
 - ii. the FSMCs will not be allowed to alter or amend their proposals through the presentation process;
 - iii. presentations will be scored against measurable standards based on content alone; and
 - iv. the SFA must include the scoring criteria with this RFP.

A.8. Site Visits to Proposers: Site visits to FSMC sites shall be scheduled as required.

SECTION B: Qualifications

The following qualifications and conditions must be met and/or addressed in the FSMC's proposal:

- B.1.** The FSMC must be of sufficient size and expertise to furnish the resources needed to manage and continuously improve the food services operation. The qualification data shall be submitted by each FSMC along with the sealed proposal.
- a. The FSMC must be licensed to do business in the state of Connecticut.
 - b. The FSMC or its principals must have been doing business for three consecutive years or more with school districts.
 - c. If a performance bond is required (see section XIV Performance Bond), the FSMC must be able to provide a performance bond should the FSMC be awarded the contract. A surety letter from an acceptable bonding or surety company indicating ability to obtain the bond must be included with the proposal.
 - d. Each FSMC shall include financial statements from three operating units that most closely match the characteristics of the SFA.
 - e. Annual reports of financial statements certified by a licensed public accountant for the last year must be included with the proposal along with a three (3) year financial summary.
 - f. The FSMC must submit three (3) Administrative Review Overview Reports from FSMC run Connecticut SFAs. These must be from the most recent Administrative Reviews conducted. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.
- B.2.** The FSMC must have extensive involvement and experience in the school food services field in the areas of: designing and planning serving and dining areas; selecting and procuring commodities and food service equipment; nutrition; menu planning; on-site production; quality control; employee supervision; staff and management training; employee motivation; marketing and public relations. The inclusion of model programs in these areas is encouraged to be included in the proposal.
- B.3.** All proposals shall be valid and may not be withdrawn for sixty (60) days after submission.
- B.4. Bonding Requirement**
The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b)

the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.

SECTION C: Proposal Format and Contents

Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All proposals must include/address the following:

C.1. Letter of Transmittal, which includes:

- a. An introduction of the FSMC.
- b. The name, address and telephone number of the person to be contacted, along with others who are authorized to represent the company in dealing with the SFA and this RFP.
- c. A description of the FSMC's ability and desire to meet the requirements of the RFP, and a positive assertion of the FSMC's intention to do so.
- d. Any other responsive information not otherwise included in the proposal.

C.2. Executive Summary, which:

- a. Briefly describes the FSMC's approach to the proposal and clearly indicates any options or alternatives.
- b. Indicates any major requirements that cannot be met by the FSMC.
- c. Highlights the major features of the proposal and identifies any supporting information considered pertinent and responsive.

C.3. Price/Cost Information

- a. List and describe any and all costs to the SFA for any Management Fee (FSMC's profit) to be charged as a flat rate or on a per meal basis.
- b. List and describe any and all costs to the SFA for the Administrative Fee (FSMC's overhead and other off-site costs not otherwise paid by the SFA) to be charged as a flat rate or on a per meal basis.
- c. If consulting services are not covered in Administrative Fee, list those services along with the extra charges.
- d. List payment terms and arrangements.
- e. Complete budgeted financial forms provided in Schedule E and provide a summary of the following:
 1. Financial Budget Projections;
 2. Income Summary;
 3. Labor Cost Summary: Management/Administrative/Clerical;
 4. Individual School Labor Cost Summary; and
 5. Miscellaneous Expense Summary.

C.4. Experience, References and Service Capability:

- a. Describe the FSMC's experience in managing food service operations in public schools, childcare institutions (if applicable via CACFP), and/or as part of the SSO/SFSP or comparable experience.
- b. Include a list of similar operations and locations of operating school food service programs (a minimum of three (3) required), or comparable operations. List names and telephone numbers of SFA administrators, or comparable contacts, capable of commenting on performance.
- c. Provide documentation on any accounts lost or not renewed and the reasons for such during the last five years.
- d. Include a resume or listing of the qualifications for the proposed Food Service Director (FSD) for the SFA which must meet USDA Hiring Standards and Professional Standards. [7CFR §210.30] FSD must have qualifications that meet a student enrollment of:
 2,499 or less 2,500 – 9,999 10,000 or more
- e. Include the resume and background of person who will supervise the work of the Food Service Director and how the FSMC will ensure optimal performance.
- f. Include a table of the FSMC organization and a plan for managing, supervising and staffing.
- g. Include a FSMC organization chart including all positions that are non-school based.
- h. Include a transition plan, which shall indicate the activities, procedures, timetable, and support personnel involved in the implementation of services.
- i. Include three (3) Administrative Review Overview Reports
 - 1. Must be Connecticut SFAs of similar size and operation. If FSMC has less than three accounts, FSMC must substitute schools of similar size and operation located in another state.
 - 2. Must be the most recent reviews conducted.

C.5. Financial Condition

- a. Provide data to indicate the financial condition of the company.
- b. Provide audited financial statements for each of the last three (3) years.
- c. Detail the financial parameters of the program.

C.6. Accounting and Reporting Systems

- a. Describe complete accounting procedures used to address:
 - 1. Inventory control and management including purchasing.
 - 2. Method of collecting, reconciling, and reporting sales.
 - 3. Internal control of cash handling.
 - 4. Internal audit procedures.
 - 5. All regular accounting forms used, with detailed explanations.
 - 6. All regular reports used, with detailed explanations.
- b. Provide examples of the reports the FSMC will provide the SFA and the frequency of each. List other assistance the FSMC will provide the SFA (and costs, if extra).

- c. Provide a sample of a monthly invoice to the SFA, if different from Exhibit N. FSMC's invoice must have same components as sample.
- d. Describe the FSMC's process for reporting rebates, discounts and credits on monthly invoices. Provide a detailed sample.

C.7. Personnel Management and Training

- a. Describe the FSMC's personnel management philosophy, particularly regarding food service directors and their relationship to existing staff.
- b. Describe training and development programs provided for employees and management personnel to meet the USDA Professional Standards for School Nutrition Professionals requirements.
- c. Explain how the FSMC works to improve employee morale and reduce turnover.
- d. Describe the FSMC's employee evaluation process (include forms) and disciplinary action process (include forms).
- e. Describe the proposed benefits package for employees.

C. 8. Innovation and Promotion of the School Lunch Program

- a. Describe how the FSMC's proposed school food service program for the SFA differs from the SFA's current school food service program. Describe the costs and benefits of the proposed program. Describe how the FSMC would implement changes with specific, relevant examples. The proposal must include a staffing model.
- b. Describe how the FSMC would involve employees to use their expertise and experience in making future innovations.
- c. Provide examples of service and merchandising programs.
- d. Describe the FSMC's philosophy regarding promotion (increasing awareness and participation) of the school food service program. How would the FSMC implement this philosophy in our SFA? Provide specific, relevant examples.

C.9. Involvement of Students, Staff and Community

- a. Describe the FSMC's philosophy and plans regarding involvement of students, teachers, building administrators and parents in program evaluation, menu development, menu item preference and acceptance and discussion of nutritional issues, etc.
- b. Provide specific, relevant examples of involvement effort and results, by SFA client, where applicable.

C.10. Menu Selection, Use of USDA Foods, Food Quality and Portion Size

- a. Describe the FSMC's philosophy regarding each of the following:
 - 1. Menu selection.
 - 2. Use of USDA foods.
 - 3. Food Quality.

4. Portion Quantities.
 5. Procurement and use of CT-grown/locally-grown produce pursuant to Public Act No. 16-37 and noted in Schedule B.
- b. Describe how the FSMC will ensure they will meet the Buy American Provision.
 - c. Supply sample menus to be implemented including portion sizes. Prepare sample menus using (SFA to select option below):
 - SFA-developed menus
 - OR
 - FSMC-developed menus
 - e. Provide Specification sheets with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B as noted in E.10

C.11. Support for Connecticut's Farm to School Program

- a. Describe how the FSMC proposes to expand the SFA's participation in the CT Farm to School Program
- b. Describe current partnerships with Connecticut farms. If none, describe your process for building new partnerships in the State
- c. Describe food service director's experience with grant writing to procure additional Farm to School funds for the district
- d. Provide a plan for CT Grown for CT Kids Week
- e. Provide an estimated percentage of produce the FSMC will be able to purchase from Connecticut farms of total produce purchased

C.12. Performance and Proposal Bond

- a. The FSMC shall submit with its proposal, a bid guarantee for five percent (5%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier's check or postal money order. Bid guarantees will be returned to: (a) unsuccessful FSMCs after award of the contract; and (b) to the successful FSMC upon execution of such further contractual documents (e.g., insurance coverage) and bonds as required by the proposal.
- b. The FSMC shall submit a surety letter of intent or equal from a bonding company which demonstrates the FSMC's ability to acquire a performance bond as described in Section XIV of the contract, should it be awarded.

C.13. Submission of Proposal

- a. Schedule E must be completed and submitted. FSMC must not use own document.
- b. Exhibit M documents attached must be signed, dated and submitted. FSMC must not use own documents.
- c. Clarification of interpretation must be made to the SFA prior to submission of a proposal.
- d. Three (3) hardcopies and one (1) digital copy (cd, flash drive or other electronic document transfer) of the entire proposal must be submitted by the due date and time. (SFA must submit one copy of each complete proposal to the CT State Department of Education which must be a digital copy [e.g. via upload, CD, flash drive])

SECTION D: Program Objectives

The successful FSMC shall conduct the food service program in a manner which best fulfills the following program objectives. The FSMC may submit proposals with value-added features directly related to supporting a program objective. The FSMC must clearly state any value added feature and its relation to a specific program objective.

- D.1. To provide appealing and nutritionally sound meals, compliant with all USDA regulations including all aspects of the Healthy, Hunger-Free Kids Act of 2010 and an a la carte program for students as economical as possible. In order to offer a la carte food service, the FSMC must also offer free, reduced price and full price reimbursable meals to all eligible children (according to eligibility).
- D.2. To promote nutritional awareness and interface with the SFA's academic and instructional programs in health and nutrition.
- D.3. To increase participation at all levels of the program by improving food quality; effectively maintaining equipment and facilities; engaging students, parents, and the school community in the food service program; planning and implementing successful menus and menu variation; and implementing effective marketing techniques.
- D.4. To provide a management staff and structure, with the necessary expertise to ensure that the school food program is consistently of the highest quality and held in positive regard by students, staff and the public.
- D.5. To establish a formal structure to routinely and continuously gather input from students, staff, the public and food service employees to ensure the most effective and efficient operation possible.
- D.6. To establish and conduct management and staff training programs, which will ensure staff development, proper supervision, adherence to health code requirements, and consistent quality control both in production and service that meets or exceeds the USDA Professional Standards for Food Service Professionals.
- D.7. To provide a financial reporting system that meets federal and state requirements.
- D.8. To provide SFA Administration with monthly operating statements and information regarding the food service program.
- D.9. To support Connecticut's Farm to School Program established in section 22-38d of the Connecticut General Statutes and Public Act No. 16-37 including the purchase of Connecticut-grown farm products.

SECTION E: Specifications

- E.1. The SFA participates in the programs noted in Section A1. USDA Foods from the Federal Food Distribution Program are available for use in the lunch program and it is the intent of the SFA that such items be included in the menus to the greatest extent possible.
- E.2. The FSMC shall meet all requirements of the USDA programs noted in Section A1, and any other requirements promulgated by the state of Connecticut. The FSMC shall provide all meals in accordance with all applicable meal patterns for age and grade groupings. This may include preschool meal patterns. <https://portal.ct.gov/SDE/Nutrition/Menu-Planning>

- E.3. The FSMC costs shall include all expenses associated with the operation of the food service program as submitted in the financial budget of the RFP (e.g. on-site costs, food costs, labor costs, value of USDA Foods used, management fee and administrative fee).
- E.4. The FSMC shall receive for its service the following fee(s):
 Management fixed fee
 Administrative fixed fee
 provided its operation is sufficient to support the fees or unless otherwise approved by the SFA.
- E.5. The FSMC shall submit a budget to the Business Manager or equivalent in March of each year, earlier if requested, to be used by the SFA in its budget process and to demonstrate its ability to meet the guaranteed financial agreement.
- E.6. Meal prices shall be approved by the SFA. The SFA shall retain ultimate control over meal prices and any other related or appropriate elements of the food service program. The FSMC will be responsible for completing the paid lunch equity tool (PLE).
- E.7. It is expressly understood that all presently employed (SFA and/or FSMC) food service employees will be given the opportunity to interview for positions within the SFA as employees of the FSMC.
- E.8. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other options and limitations.
- E.9. The FSMC shall procure on behalf of the SFA, in support of Connecticut's Farm to School Program, Connecticut-grown farm products pursuant to section 22-38d of the Connecticut General Statutes and Public Act No. 16-37. Specifications are established in Schedule B.
- E.10. The FSMC shall procure products based on the specifications established in Schedule B. FSMC must include, as part of the bid response, a specifications sheet with grade, weight, nutritional qualities, and item labels for all products not included in the SFA's Schedule B.
- E.11. All proposals shall include a completed Schedule E.
- E.12. The Contract shall be for a period of one year with the option for four (4) additional one-year renewals:
 July 1 – June 30 Prior to school year – June 30 Aprox start date – June 30
- E.13. Terms of the contract are listed below in Section 1; however, the SFA may develop additional terms and or conditions with the successful FSMC, derived from the program objectives and or specifications listed in section D and E respectively, through negotiation and shall be consistent with the rights reserved by the SFA as described herein. Any additional terms or conditions must not conflict with any of the terms set forth in Section 1 and must be consistent with all applicable laws and regulations. Negotiations must not change the scope of services or contract terms materially.
- The SFA may request the FSMC provide additional food service programs including the NSLP, SBP, CACFP, At-risk Afterschool Snacks and/or Suppers, and/or SFSP/SSO to the current program or other non-profit organizations (including delivery). The SFA may request service to additional sites. Additionally, the SFA may opt to participate in the Community Eligibility Provision (CEP).
- E.14. The FSMCs are requested to mark any specific information contained in their proposal which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the

Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as "not to be disclosed to the public" must meet the standards set forth in the Freedom of Information Act. Pricing and service elements of the successful proposal will not be considered proprietary. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/ documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.

- E.15. The SFA either participates or intends to apply for FFVP funding so the FSMC shall provide, with the proposal, a FFVP cycle menu. For each subsequent year in which the SFA receives FFVP funding, the FSMC must submit a cycle menu to the SFA prior to the beginning of the school year.
- OR**
- The SFA does not participate and does not intend to apply for FFVP funding.

E.16. **Equipment**

- The FSMC shall provide proposals for the equipment listed on Exhibit J. If requesting the purchase of equipment, it is the SFA's responsibility to provide the specification of each and all items requested.
- Equipment dollar value to be purchased
- in each year of the contract: up to [REDACTED]. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.
- OR**
- over the life of the contract up to [REDACTED]. All equipment purchased must be given up to five years to be paid off without regard to the contract year it was purchased. SFA payments must only begin once the equipment has been placed in service.
- The SFA is not requesting any equipment purchases in this RFP.

- E.17. **Additional specifications requested by SFA.**
Requires FSMC to meet monthly with Business Manager for an operational meeting.
Use the proposed reimbursement rates highlighted in yellow in schedule D.

SECTION I: General

- 1.1 The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments (*unless local laws conflict with any noted here*), bureaus, and agencies, regarding purchasing, sanitation, health, and safety of the food service operations including those requirements and regulations adopted by the Connecticut Commissioner of Education or State Board of Education and the United States Department of Agriculture and any conditions or amendments thereto. The FSMC shall procure and maintain all necessary licenses and permits. The SFA shall cooperate, as necessary, for the FSMC's compliance and procurement efforts. **The FSMC shall conduct program operations in accordance with 7 CFR Sections: (check all that apply)**
- 210 (National School Lunch Program);
 - 210.10 (Afterschool Snack Program);
 - 215(Special Milk Program);
 - 220 (School Breakfast Program);
 - 225 (Summer Food Service Program);
 - 226 (Child and Adult Care Food Program);
 - 42 U.S.C. 1769 (Fresh Fruit and Vegetable Program);
 - 245, 250 (The Healthy, Hunger-Free Kids Act of 2010);
 - FNS instructions and policies; and
 - CSDE Operational Memoranda and policies.
- 1.2 The SFA shall be entitled to all receipts of the food service program.
- 1.3 All net income accruing to the SFA from the food service program shall remain in the program and be deposited by the FSMC into the nonprofit school food service account.
- 1.4 The FSMC shall be an independent contractor and not an employee of the SFA; nor are the employees of the FSMC employees of the SFA.
- 1.5 The FSMC, as an independent contractor, shall have the exclusive right to operate the school food service program and/or special milk program on behalf of the SFA.

SECTION II: Relationship of the Parties

- 2.1 The FSMC shall be an independent contractor and shall retain control over its employees and agents. Nothing in this contract shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.
- 2.2 FSMC Responsibilities.
- A. The FSMC shall maintain such records as the SFA will need to support its Claim for Reimbursement; make all records available to the SFA upon request; and retain all records for a period of three (3) years after the SFA submits the final Claim for Reimbursement for the fiscal year for inspection and audit by representatives of the SFA, State Agency (SA), USDA and Office of Inspector General, at any reasonable time and place. In instances where audit findings have not been resolved, the records must be retained beyond the 3-year period until resolution of the issues raised by the audit. These records will be maintained at the FSMC offices. If records are maintained at the FSMC offices, FSMC must provide these documents monthly to the SFA in electronic form. [Recordkeeping, 2 CFR § 200.334, 7 CFR § 250.54 and § 210.16(c)(1)]

- B. The FSMC shall, to the maximum extent possible, utilize USDA Foods made available by the SFA solely for the purpose of providing benefits for the SFA's food service operation. [7 CFR § 210.16(a)(6)]
- C. The FSMC shall have state and/or local health certification for any facility outside the school in which it proposes to prepare meals and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility. [7 CFR § 210.16(c)(2)]
- D. The FSMC shall prepare and serve a variety of appetizing, high quality, wholesome, and nutritious meals and a la carte items for the SFA's students, employees, and visitors in accordance with the terms and conditions of this contract. The FSMC agrees that it will perform the work described in this contract in full compliance with all applicable laws, rules, and regulations adopted or promulgated by any federal or state regulatory body or governmental agency.
- E. The FSMC agrees to meet all requirements and performance standards that may be specified by rule or regulation by any administrative officials or bodies charged with enforcement of any state or federal laws on the subject matter of this contract.
- F. The FSMC agrees to assume full responsibility for the payment of all contributions, assessments, both state and federal, including, but not limited to, wages, pension benefits, federal, state and local employment taxes, unemployment taxes, social security, and worker's compensation costs, as to all employees engaged by it in the performance of the contract.
- G. The FSMC agrees to furnish the SFA, upon request, a certificate or other evidence of compliance with state or federal laws regarding contributions, taxes, and assessments on payrolls.

2.3 SFA Responsibilities.

- A. The SFA shall ensure that the food service operation is in conformance with the CSDE/SFA *Agreement for Child Nutrition Programs* (ED-099) and any addenda. [7 CFR § 210.16(a)(2)]
- B. The SFA shall monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations. [7 CFR § 210.16(a)(3)] **SFA shall monitor each site a minimum of twice per school year. The monitoring process shall include the completion of the sample CSDE monitoring form (Exhibit I or one approved by CSDE).**
- C. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the nonprofit school food service account and overall financial responsibility for the nonprofit food service operation, including control for setting of all prices, including price adjustments, for meals served under the nonprofit school food service account, including but not limited to, pricing for reimbursable meals, a la carte service, vending machines, and adult meals.
- D. The SFA shall retain signature authority on the CSDE/SFA *Agreement for Child Nutrition Programs* (ED-099) and any addenda, free and reduced price policy statement and Claims for Reimbursement. [7 CFR § 210.16(a)(5)]

- E. The SFA shall retain title to all USDA Foods and ensure that all USDA Foods: are made available to the FSMC, including processed USDA Foods; accrue only to the benefit of the SFA's nonprofit school food service account; are fully utilized therein [7 CFR § 210.16(a)(6)]
- F. The SFA shall maintain all applicable health certifications and assure compliance with all state and local regulations governing FSMC preparation or service of meals at a SFA facility. [7 CFR § 210.16(a)(7)]
- G. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning. [7 CFR § 210.16(a)(8)]
- H. The SFA shall make reasonable modifications with regard to all matters under its supervision and control, and the FSMC shall comply with them as soon as reasonably possible after proper notification is given.
- I. The SFA shall implement internal controls and ensure prompt resolution of findings from program administrative reviews and audit findings. [7 CFR § 210.8(a)]
- J. The SFA shall maintain responsibility for the implementation of the free and reduced price policy. [7 CFR § 245]
- K. The SFA shall develop, distribute, and collect the parent letter and application for free and reduced price meals (as appropriate). [7 CFR § 245.6]
- L. The SFA shall determine eligibility and verify applications for free and reduced price meals benefits and conduct any hearings related to such determinations. [7 CFR § 245.6, 6a, 7, 10]
- M. The SFA shall assure that the maximum amount of USDA Foods are received and utilized by the FSMC. [7 CFR § 210.9(b)(15)]
- N. The SFA shall maintain responsibility for procuring processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. [7 CFR § 250.53]

SECTION III: Food Service Program

- 3.1 The FSMC shall prepare and serve meals for the schools listed on Exhibit A (Schools/Enrollment/Attendance Factor/Free - Reduced Percentage/Serving Times/Waves/Child Nutrition Programs). If not determined to be a material change, the SFA and the FSMC may agree to add other locations.
- 3.2 All meals will be provided in accordance with the approved calendar, attached as Exhibit G. For the first twenty-one (21) days of food service, the FSMC will adhere to the 21-day cycle menu agreed upon by FSMC and the SFA. Changes thereafter may only be made with approval of the SFA. [7 CFR § 210.16 (b)(1)]
- 3.3 The FSMC shall provide nutritious, high-quality (check only available options)

<input checked="" type="checkbox"/> breakfasts (SBP)	<input checked="" type="checkbox"/> lunches (NSLP)
<input checked="" type="checkbox"/> Snacks (At-Risk Afterschool Snack - NSLP)	<input type="checkbox"/> milk service only (SMP)
<input checked="" type="checkbox"/> a la carte food (Smart Snacks)	<input type="checkbox"/> vending (Smart Snacks)
<input checked="" type="checkbox"/> breakfast/ lunch (SFSP/Seamless)	<input type="checkbox"/> fruit/vegetables (FFVP)
<input type="checkbox"/> supper (At-Risk Afterschool Program - CACFP)	

in accordance with the following terms:

In order to offer a la carte food service, the FSMC must also offer free, reduced price and paid reimbursable meals to all eligible children (according to eligibility). [7 CFR § 210.16(a)]

- A. All reimbursable lunches, breakfasts and snacks shall meet the qualifications for USDA reimbursement as described in 7 CFR § 210.10, 220.8, 225.16, and 226.20, et seq.
- B. Special Milk Program (SMP)
 SFA does not participate in the SMP
OR
 All reimbursable milks shall meet the qualifications for the USDA reimbursement under 7 CFR § 215
- C. The SFA shall administer the application process for all free and reduced price meals, and shall establish and notify parents and guardians of program criteria for eligible students. Both the SFA and the FSMC shall be responsible for protecting the anonymity of students receiving free or reduced price meals. [7 CFR § 210.16 (a)(5)]
- D. The FSMC shall collect gross sale receipts, on behalf of the SFA for (check box(es) for which the FSMC is responsible), meals, a la carte items, and vending items. Gross cash receipts shall be turned over to the SFA or deposited in the SFA's account on a daily basis.
- E. The SFA and FSMC shall purchase domestic commodities and products for use in meals served in the NSLP to the maximum extent practicable and in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250.

- 3.4 In cooperation with the SFA, the FSMC shall conduct on-going nutrition awareness programs for students, teachers, parents, and other interested parties.
- 3.5 In accordance with USDA regulations, the FSMC shall make reasonable meal modifications for children whose physical or mental impairment restricts their diet, based on a written medical statement signed by a recognized medical authority. [7 CFR 210.10 (m), 7 CFR 220.8 (m), and 7 CFR 15b]
- 3.6 The FSMC shall cooperate with the SFA's Advisory Board, consisting of students, parents, SFA staff, and a FSMC representative in developing menus and other food service program initiatives.
- 3.7 Catering
 SFA will not be requesting catered food service
OR
 3.7 Catering
Upon request by the SFA, the FSMC shall provide catered food service at times and prices mutually agreed upon. The SFA may, if a price cannot be agreed upon or the FSMC cannot provide the service, obtain outside catering services.

Catering is considered nonprogram foods if foods were purchased with funds from the nonprofit school food service account. Under section 12(q) of the Richard B. Russel National School Lunch Act and 7 CFR 210.14(f), SFAs are required to ensure:

- All revenue from the sale of nonprogram foods accrues to the nonprofit school food service account; and

- Revenue available to support the production of reimbursable school meals does not subsidize the sale of nonprogram foods.

The FSMC and SFA must ensure that all costs including food, labor and any other costs are covered by the outside entity (e.g. superintendent’s office, school board, student clubs, etc.). Catering invoices must be reflective of actual catering costs. A percentage of sales or cost is unallowable.

USDA Foods will not be used for any functions outside of the nonprofit school food service program. 7 CFR 250.59(c).

The FSMC shall provide the SFA with copies of invoices within ten (10) days after the end of each month.

For other nonprogram food regulations refer to Sp20-2016: Nonprofit School Food Service Account Nonprofit Food Revenue Requirements. See also compliance assessment.

3.8 Fresh Fruit and Vegetable Program (FFVP) (Check one option below):

SFA does not participate in the FFVP

OR

FSMC will document and track all FFVP expenditures separately and make this documentation easily accessible for the SFA to review monthly.

- A. FSMC will ensure it documents allowable costs to include but not limited to; actual labor costs, administrative costs and fresh fruit and vegetable costs.
- B. FSMC and SFA will ensure no more than ten percent (10%) of each awarded school’s grant will be claimed for administrative costs (planning and managing the program).
- C. FSMC will ensure it expends all FFVP funds received per school.

3.9 Clean Air Act – Federal Water Pollution Control Act. In performance of this contract, the FSMC shall comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), Environmental violations shall be reported to the USDA and Regional Office of the Environmental Protection Agency. The FSMC agrees not to utilize a facility listed on the EPA’s “List of Violating Facilities.” [Appendix II to 2 CFR § 200 (G)]

3.10 Energy Policy and Conservation Act. The SFA and the FSMC shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act. [P.L. 94-163]

3.11 Davis-Bacon Act. In performance of this contract, the FSMC shall be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and Copland “Anti-Kickback” Act (40 U.S.C. 3145)

3.12 Debarment and Suspension. The FSMC shall complete and submit to the SFA the Certification Regarding Debarment. The certification must accompany the four (4) additional one-year renewals. Debarment, Suspension, Ineligibility and Voluntary Exclusion, 2 CFR § 180 as adopted and modified by USDA regulations at 2 CFR § 417 – The SFA must check the Excluded Parties List System (EPLS), collect a certification, or include a clause in the contract. [Appendix II to CFR § 200 (H)]

3.13 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The FSMC shall complete and submit a Certificate Regarding Lobbying and a Disclosure of Lobbying Activities to the SFA. These certifications must accompany the four (4) additional one-year renewals. [Appendix II to CFR § 200 (I)]

- 3.14 Rights to Inventions Made Under a Contract or Agreement. In performance of this contract, the FSMC shall comply with the requirements of 37 CFR Part 401.
- 3.15 Summer Food Service (if applicable)
- Summer food Service Program (SFSP) Seamless Summer Option (SSO)
- A. Dates of participation: 7/1/2023 - 8/15/2023
- B. FSMC shall deliver meals to each of the annually selected and approved sites. Meals provided shall be in compliance with all applicable USDA, state and local regulations.
- C. The FSMC agrees to provide the SFSP Meals
- Inclusive or Exclusive of milk at a set, identified price per meal type and agrees to
- Deliver Meals or Have Meals available for Pick-up at an agreed upon time. The Meals shall be made available Unitized or Non-Unitized per 7 CFR 225.6(h)(3).
- D. The FSMC shall not subcontract for the total meal, with or without milk, or for the assembly of the meal for the CACFP or SFSP. 7 CFR 226.21(e) and 225.6(h)(2)(ii)

Section IV: USDA Foods

- 4.1 The FSMC will provide the following services in relation to USDA Foods (*Check only those duties below that the FSMC will provide*):
- Preparing and serving meals or the monitoring of preparing and serving meals.
- Ordering or selection of USDA Foods, in coordination with the SFA in accordance with 7 CFR § 250.58(a).
- Storage and inventory management of USDA Foods in accordance with 7 CFR § 250.52.
- Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of USDA Foods in processed end products to the SFA, in accordance with subpart C of 7 CFR § 250.50.
- 4.2 The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's meals service in a school year, including the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the SFA, or acts as an intermediary in passing the USDA Foods value in processed end products on to the SFA.
- 4.3 The FSMC shall credit for USDA Foods by disclosure, i.e., the FSMC shall credit the SFA for the value of USDA Foods by disclosing, in its billing for food costs submitted to the SFA, the savings resulting from the receipt of USDA Foods for the billing period. Crediting by disclosure does not affect the requirement that the FSMC shall only bill the SFA for net allowable costs. The FSMC shall use the actual values assigned in the USDA's Web Based Supply Chain Management (WEBSCM) system.
- 4.4 All USDA Foods shall be used only in the SFA's food service operations. Commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods may be used in the SFA's food service operations.
- 4.5 The FSMC must meet the general requirements in 7 CFR § 250.52 for the storage and inventory management of USDA Foods. Additionally, the FSMC must ensure that its system of inventory management does not result in the SFA being charged for USDA Foods (7 CFR §250.53(b)).
- 4.6 Upon the termination of this contract, the FSMC must return all unused USDA Foods, including but not limited to ground beef, ground pork, and processed end products to the SFA.

- 4.7 The SFA must ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's meal service in the school year. The FSMC agrees to cooperate and provide information reasonably requested by the SFA.
- 4.8 The FSMC must ensure compliance with the requirements of subpart D of 7 CFR § 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of USDA Foods contained in such end products at the processing agreement value.
- 4.9 The FSMC shall not enter into the processing agreement with the processor required in subpart C of 7 CFR § 250.
- 4.10 The distributing agency, sub-distributing agency, or SFA, the Comptroller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods.
- 4.11 Any extension or renewal of the contract is contingent upon fulfillment of all provisions in this contract relating to USDA Foods.
- 4.12 The FSMC must maintain the following records relating to the use of USDA Foods 7 CFR § 250.54(b):
- A. The USDA Foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service operations;
 - B. Documentation that it has credited the SFA for the value of all USDA Foods received for use in the SFA's food service operations in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products; and
 - C. Documentation of its procurement of processed end products on behalf of the SFA, as applicable.
- 4.13 The SFA shall ensure that the FSMC is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR §§ 210, 225, or 226, as applicable.
- 4.14 The SFA shall conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all USDA Foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR § 250.51(a), the value of USDA Foods contained in processed end products.
- 4.15 All USDA Foods received by the SFA and made available to the FSMC shall accrue only to the benefit of the SFA's non-profit school food service program and shall be used therein.
- 4.16 The FSMC shall have records available to substantiate the use of USDA Foods in reimbursable meal pattern meals.
- 4.17 The FSMC shall select, accept and use in as large quantities as may be used in SFA's non-profit school food service program, the type and quantities of available federally donated commodities, subject to the approval of the SFA.

- 4.18 Title of products purchased or processed using USDA Foods must remain within the SFA. Any charges incurred by the FSMC when processing or purchasing products containing government commodities shall be processed for payment by the FSMC and charged back to the SFA as a food cost.

SECTION V: Equipment

5.1 Prior Equipment/Investment Clause

The FSMC must absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program. A copy of the SFA's current Equipment Cost Loan Amortization Schedule is attached as Exhibit K. The repayment schedule must not exceed five (5) years from initial amortization schedule.

OR

SFA does not require FSMC to absorb the current equipment loan balance for the cost of prior purchases of nonexpendable equipment used in the school food service program.

5.2 Equipment Purchases

Equipment purchases were requested through the RFP.

The FSMC shall purchase equipment on behalf of the SFA as noted:

in Exhibit J as a total value or as an maximum annual amount to be purchased which was requested in the RFP and included in the FSMC's proposal in response to the RFP. FSMC must properly procure requested equipment in an amount not to exceed \$100,000 (MUST BE REVIEWED ANNUALLY). The FSMC shall amortize the investment on a straight-line basis over five (5) years, commencing with the date each piece of equipment is placed in service. Such amortization shall be charged as an Operating Expense. Title to the investment shall be vested with the SFA when it is placed in service. Payment must not commence prior to equipment being placed in service.

If the Agreement expires or is terminated prior to the complete amortization of the investment, the SFA shall on the expiration date, or within five (5) days after receipt by either party of any notice of termination or non-renewal of this Agreement either: (i) retain the investment and continue to make payments to the FSMC that purchased the equipment in accordance with the agreed upon monthly amortization schedule; (ii) return the investment to the FSMC in full release of the unamortized portion of the investment; (iii) require the successor FSMC to repay the exiting FSMC the full unamortized amount and repay successor FSMC based on new amortization schedule, not to exceed five (5) years from initial amortization schedule; or (iv) pay the unamortized balance in full to the FSMC that purchased the equipment.

OR

The SFA did not request equipment purchases for this contract.

- 5.3 The FSMC may only charge the SFA for reasonable, necessary and allocable purchases. Any silence, absence or omission from the contract document specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA be used.

- 5.4 The FSMC may recommend to the SFA the purchase of new or replacement equipment as needed. The FSMC shall account for all equipment and protect it from pilferage or destruction, and will coordinate the repair or replacement of any equipment not functioning properly with the designated SFA personnel that has repair responsibility.
- 5.5 The FSMC shall operate and care for all equipment and food service areas (walls, windows, lights, etc.) in a clean, safe and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, rules and regulations of federal, state and local authorities, normal wear and tear accepted.
- 5.6 The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on the SFA premises.
- 5.7 The FSMC, upon termination of the contract, shall surrender all equipment and furnishings belonging to the SFA and/or purchased through this agreement in good repair and condition, normal wear and tear accepted.
- 5.8 The SFA shall be responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating and all other electrical work not considered as being food equipment.
- 5.9 The SFA shall be responsible for any losses which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
- 5.10 The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises with the exception of loss or damage caused by SFA beyond normal wear and tear.
- 5.11 The SFA will provide the initial physical inventory of supplies and equipment available for use by the FSMC.
- 5.12 The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.
- 5.13 Each party shall, at no cost to the other, make all repairs, alterations, modifications, or replacements which may be necessary to correct any conditions of premises or equipment owned, leased or controlled by such Party which violate applicable building, sanitation, health, or safety law, ordinance, rule or regulation.
- 5.14 All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA unless otherwise stated in writing by the SFA.
- 5.15 Transportation Equipment and Vehicle. *Select one option below:*
- SFA does not require transportation equipment or vehicles.
- The SFA shall provide transportation vehicles and equipment to be used in the food service program. Maintenance, fuel, insurance, and equipment for transportation shall be the responsibility of the SFA.

SECTION VI: Facilities

- 6.1 The SFA shall furnish at its expense, space, light, heat, power, hot and cold water and other utilities as are necessary for the operation of the food services to be furnished hereunder.

- 6.2 The SFA shall make available without cost to the FSMC, areas of the premises agreeable to both parties in which the FSMC shall render its services; such areas as are reasonably necessary for providing efficient food service. The SFA is responsible for maintaining the facilities in a good state of repair and free from vermin.
- 6.3 The SFA retains the right to rent food service facilities during non-school hours or weekends, provided that such rental does not interfere with the normal food service operation. When such activities take place, the SFA may require that a member(s) of the food service staff designated by the food service director be on duty, and be reimbursed. If the SFA approves the use of the facilities for extracurricular activities before or after the SFA's regularly scheduled meal periods, the SFA shall return facilities and equipment to the FSMC in the same condition as received, normal wear and tear accepted.
- 6.4 The FSMC shall not use the SFA's facilities to produce food, meals or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- 6.5 The SFA shall have unlimited access to all areas used by the FSMC for purposes of inspections and audits.
- 6.6 The SFA shall provide, without cost to the FSMC, suitable office facilities, including furniture and equipment, for use by the FSMC in performance of this contract. The FSMC shall take reasonable care of the office facilities and equipment, and shall return them to the SFA in good condition upon termination of this contract, normal wear and tear accepted.

SECTION VII: Sanitation and Safety

- 7.1 The FSMC shall be responsible for usual and customary cleaning and sanitation of the SFA's food service facilities to include: housekeeping, preparation, storage and equipment. The FSMC will also make adjustments to practices and operation of equipment as required.
- 7.2 The FSMC shall be responsible for housekeeping and sanitation in areas used for food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.
- 7.3 The FSMC shall comply with all local and state sanitation requirements in the preparation and service of food.
- 7.4 The FSMC shall maintain safety programs for employees as required by federal, state, and local authorities, including the FSMC's corporate policies.
- 7.5 The FSMC shall clean the kitchen area, equipment, including but not limited to sinks, counters, tables, chairs, silverware and utensils.
- 7.6 The SFA shall be responsible for cleaning of floors in the dining, serving and kitchen areas, walls, ceilings, tables and chairs in the cafeteria/dining area.
- 7.7 The FSMC shall cooperate in the SFA recycling program.
- 7.8 The FSMC shall place garbage and trash in appropriate containers in the designated areas.

- 7.9 The SFA shall designate a refuse collection area and the FSMC shall be responsible for transporting refuse to the designated refuse collection area. The SFA shall remove all garbage and trash from the designated areas.
- 7.10 The SFA shall be responsible for painting and miscellaneous repairs within the kitchen and dining areas.
- 7.11 The SFA shall be responsible for the required cleaning and maintenance of dining areas, as well as periodic cleaning of all ceiling and light fixtures, air ducts, and hood vent systems (as per local ordinance). The SFA shall also provide and maintain adequate fire extinguishing equipment for food service areas and provide necessary pest control. If the SFA is unable to perform any of its responsibilities described in this paragraph, the FSMC may, with the written approval of the SFA, temporarily assume those responsibilities and shall bill the SFA for any costs incurred.
- 7.12 The SFA shall provide, at the SFA's expense, maintenance personnel and outside maintenance services, parts, and supplies as is necessary to properly maintain the food service facilities and equipment.
- 7.13 The SFA shall obtain necessary health permits and certification for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. The FSMC shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and record-keeping requirements. If at any time the FSMC is notified by an authorized government agency that the SFA's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, the FSMC shall immediately inform the SFA of such notification.

SECTION VIII: Employees

- 8.1 The FSMC shall provide sufficient and qualified management and professional employees to manage the food service operations and supervise all employees employed therein who meet the USDA Professional Standards for Food Service Professionals.
- 8.2 Non-Management Employees.
 All non-management food service employees shall be employees of the FSMC.
OR
 All non-management food service employees shall be employees of the SFA; will be directed and supervised by FSMC Food Service Director
- 8.3 Student Workers.
 The SFA does not utilize student workers in the food service program.
OR
 The SFA has a policy of providing work experience for its students as part of the educational curriculum and as such, the SFA may assign students for work in the food service operation in such numbers as are agreed upon between the SFA and the FSMC.
- 8.4 The FSMC shall prepare and process the payroll for and shall pay its employees directly. The FSMC further warrants that it shall withhold or pay as appropriate all applicable federal and state

employment taxes and payroll insurance with respect to its employees, specifically including, but not limited to, any income, social security, and unemployment taxes and workers' compensation payments.

- 8.5 Contract Work Hours and Safety Standards Act: The FSMC and its employees shall comply with all wage and hours of employment requirements of federal and state laws and regulations, including the Contract Work Hours and Safety Standards Act, Appendix II to § 200 (E). All employees of the FSMC shall be paid in accordance with the Fair Labor Standards Act, as amended and any other applicable statutes. In addition, the FSMC will comply with all applicable federal and state employment statutes, including those statutes pertaining to labor relations.
- 8.6 The FSMC shall establish schedules, wage rates, and benefit programs for all employees.
- 8.7 The FSMC shall have the sole responsibility to compensate its employees, including all applicable taxes, insurances and worker's compensation and shall be solely responsible for any losses incurred by the SFA, resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The FSMC is required to provide a fidelity bond for all FSMC employees.
- 8.8 The FSMC shall procure Workers' Compensation Insurance or shall maintain a system of self-insurance in conformance with applicable state law covering its employees and shall provide proof of such coverage or system to the SFA.
- 8.9 The FSMC shall maintain its own personnel policies and fringe benefits for its employees. The FSMC shall supply with this proposal a full description of the proposed benefit package, including but not limited to, levels of coverage, co-pay features and any other limitations.
- 8.10 The FSMC must provide a resident Food Service Director who will be approved by the SFA and will be responsible for directing the food services program and implementing cooperatively agreed upon strategies for maximizing participation in the Child Nutrition Programs. The Director shall be available to meet with principals, students, and staff to determine ways to improve the program. The Director must also be available to participate in town or Board of Education meetings when food service matters are to be discussed with appropriate notice given.
- 8.11 The FSMC shall instruct its employees to abide by the policies, rules and regulations, with respect to its use of District premises as established by SFA from time to time and which are furnished in writing to the FSMC.
- 8.12 Civil Rights
 - A. The FSMC shall comply with Title VI of the Civil Rights Act of 1964 and the implementing regulations of the USDA issued there under and any additions or amendments thereto. The FSMC shall assure the SFA that it is an equal opportunity employer and does not discriminate on the basis of race, color, creed, gender, physical or mental disability, or any other classification protected by state and federal anti-discrimination statutes. The FSMC shall provide personnel for its obligations under the Contract who have the necessary qualifications.

"The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR §§ 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of

race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

“By accepting this assurance, the program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

- B. The SFA and the FSMC shall comply with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR § 60). [Appendix II to § 200 (C)]
- C. The FSMC and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 8.13 The FSMC shall be responsible for obtaining any necessary fingerprint clearances for its employees as required by law. The FSMC shall provide all necessary forms and/or documentation for such employees to the SFA.
- 8.14 The FSMC shall ensure that all food service employees comply with the rules of the Connecticut State Department of Education (CSDE) regarding fingerprinting and criminal background checks.

SECTION IX: Free and Reduced-Price Lunch Policy and Charging Policy

- 9.1 The written policy of the SFA requiring feeding of students who qualify for free, reduced-price, or full-price meals, shall apply to the FSMC’s food service operation. The policy is on file in the SFA office. The SFA shall be responsible for the implementation of this policy.
- 9.2 The FSMC will be responsible for implementing policies covering free, reduced-price, and full-price meals and milk programs for those students designated by the SFA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the SFA so as to protect the anonymity of the recipients. Meals shall be served and proper, accurate student participation records shall be maintained by the FSMC.
- 9.3 Per CSDE Operational Memorandum 4-17, the SFA shall have a written student charging policy, that ensures a “transparent approach to the issue”, on file in the SFA office. The SFA shall be responsible for the implementation of this policy and supply the FSMC with a written copy. The FSMC will work with the SFA to administer policy.

SECTION X: Meals - Portions, Planning, and Procurement

- 10.1 The FSMC may recommend meal prices and portions for approval by the SFA. The FSMC shall not alter the prices once approved without prior notice and approval by the SFA. [7 CFR § 210.16(a)(4)] The SFA shall retain control of the quality, extent, and general nature of its food service, and the prices to be charged for all meals.
- 10.2 The FSMC shall submit with the proposal a twenty-one (21) day cycle menu and a Daily Menu Pattern for the SFA's schools. The FSMC must adhere to this cycle for the first twenty-one (21) days of meal service; thereafter, changes may be made with the mutual agreement of the SFA and the FSMC. However, the menu standard as presented in the first twenty-one (21) day menu and the Daily Menu Pattern, must be maintained as to type and quality of meal service. The Daily Menu Pattern should clearly indicate the number and type of choices and offerings that will be offered at all grade levels.
- 10.3 The FSMC shall provide, upon request by the SFA, menus to be reviewed by a school lunch committee, approved by the SFA and available for distribution ten (10) days prior to preparation and service of foods.
- 10.4 The FSMC shall be responsible for purchasing standards and specifications to bring about the best quality and price for the food service program. The FSMC shall comply with the grade, purchase unit, style, weight, ingredients, formulations, etc., for foods served as agreed upon with the SFA. The minimum procurement specifications are listed on **Schedule B**.
- 10.5 The FSMC shall serve reimbursable meal pattern lunches pursuant to the NSLP. For purposes of this proposal, lunch prices as per attached listing shall be used as a guide for calculations (reference 2022-2023-Schedule C).
- 10.6 The FSMC may offer a choice of reimbursable meal pattern lunches and shall provide specified types of service as listed in **Exhibit A**.
- 10.7 The FSMC shall provide condiments and utensils as needed.
- 10.8 The FSMC shall use the SFA's facilities for the preparation of food to be served in the designated serving areas. This may include cafeterias, classrooms, hallways etc.
- 10.9 The FSMC shall promote maximum participation in the Child Nutrition Programs.
- 10.10 **BUY AMERICAN PROVISION:** The SFA and FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S. for use in meals served in the SFA's Child Nutrition Programs in compliance with the Buy American Provision under 7 CFR § 210.21(d)(2) and 7 CFR § 250. Exceptions to the Buy American Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 2 day(s) in advance of delivery. The request must include:
- A. Alternative substitute (s) that are domestic and meet the required specifications:
 - i. Price of the domestic food alternative substitution (s); and
 - ii. Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

- B. Reason for exception: limited/lack of availability or price (include price);
 - i. Price of the domestic food product; and
 - ii. Price of non-domestic product that meets the required specification of the domestic product.

10.11 The FSMC shall act as the SFA's procurement agent.

SECTION XI: Food Inventory and Storage

- 11.1 The FSMC shall purchase all food and non-food commodities at the lowest price possible, consistent with maintaining quality standards. The SFA retains the right to verify these standards.
- 11.2 Ownership of beginning and ending inventory of food and supplies, including USDA Foods, shall remain with the SFA.
- 11.3 The FSMC shall maintain adequate storage practices, inventory and control of USDA Foods in conformance with SFA's agreement with the CSDE.
- 11.4 The SFA and FSMC shall conduct a joint inventory of existing food and operational supplies at both the beginning and the end of this contract. If the ending inventory is less than the value of the beginning inventory the FSMC will credit the SFA for the difference. The cost of food and operational supplies ordered by the FSMC on behalf of the SFA in performance of this contract shall be paid for by the FSMC and the FSMC shall then be reimbursed for those costs incurred. The inventory of food and operational supplies shall remain the SFA's property.
- 11.5 The SFA and the FSMC shall inventory the equipment and commodities owned by the SFA at the beginning of the contract year, including, but not limited to, consumable and non-consumable flatware, trays, china, glassware and food. The FSMC shall be responsible for reimbursing the SFA for all shortages noted on the year-end inventory.

SECTION XII: Financial: Accounting, Reporting Systems, Records, and Payment Terms

- 12.1 The FSMC shall assume accountability and responsibility for daily bookkeeping and recording functions, including state and federal reimbursements through:
 - A. Weekly Profit and Loss Statements;
 - B. Monthly Profit and Loss Statements;
 - C. Annual Budgeting;
 - D. Perpetual Inventory - Costs and Controls;
 - E. Preparation of records for annual audit by SFA;
 - F. USDA Foods Entitlement Bonus Summary Reports; and
 - G. Department of Defense (DoD) Program Reports.
- 12.2 The FSMC shall prepare information necessary for school lunch claims for reimbursement from state and federal agencies and maintain such records, as the SFA will need to support its claims for reimbursement under the Child Nutrition Programs. The SFA shall retain signature authority on the CSDE-SFA Agreement for Child Nutrition Programs (ED-099), including all addenda, free and reduced price policy statement, and claims for reimbursement. The FSMC shall report the claim information to

- B. The FSMC's determination of its allowable costs must be made in compliance with the applicable USDA and Program regulations and Office of Management and Budget cost circulars as detailed in 2 CFR § 200.
- C. The FSMC must identify the amount of each discount, rebate and other applicable credit, with the exception of the FSMC's prompt payment discounts for payments made to vendors, on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit.
- D. The frequency of reporting this information must be monthly.
- E. The FSMC must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.
SFA and FSMC recognize that there may be a delay in receiving discounts, rebates and allowances from vendors, suppliers, manufacturers or distribution companies. The FSMC's accounting system must track the activity of the SFA's account for one (1) year after the conclusion of a contract year or the term of the Contract. All trailing discounts, rebates, and allowances shall be credited to the SFA's account when received. The one year timeframe following any contract years allows for all discounts, rebates, and allowances to be received. Upon receipt of such discounts, rebates, and allowances, FSMC shall pass such amounts through to the SFA. Should the SFA no longer receive invoices from FSMC, then FSMC will cut a check for any additional trailing discounts, rebates, and allowances.
- F. The FSMC must maintain documentation of cost and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, CSDE, or the USDA. The FSMC shall return the value of all discounts, rebates and all other applicable credits allocable to the contract to the SFA.

- 12.8 Invoice Due Date.** Invoices submitted to the SFA by the FSMC will be paid according to the SFA's "Accounts Payable Cut-Off Schedule," attached as Exhibit L. If invoices are received in the SFA's accounting department by the cut-off date, and they are approved, payment will be made on the release date listed on the schedule. The FSMC will be notified immediately of any invoice that is not approved. The SFA reserves the right to request additional supporting documentation for any invoice. The SFA shall pay all amounts when due.
- 12.9** The SFA will not allow the FSMC to charge interest on past due payments at one percent (1%) per month or the maximum contractual interest rate allowed by applicable state law, whichever is less. Any interest payments must be paid from a SFA general fund and must not be paid from the nonprofit school food service account.
- 12.10** The FSMC shall submit supporting documents and invoice to the SFA monthly for the following direct, actual costs, Administrative Fee and Management Fee:
- A. The actual and direct costs for the wages, taxes, and benefits of the FSMC employees at each site, food service director and other management employees on the FSMC's payroll.

- Employees are employed by the SFA and paid directly by SFA.
- B. Direct operating costs paid by the FSMC arising from performance of this contract. Direct operating costs are defined as:

- food and supply purchases by the FSMC necessary to perform this contract;
- food service program travel and mileage costs incurred;
- advertising and promotions within the SFA;
- the FSMC's insurance necessary for performance of this contract;
- service business and occupation tax;
- employee training and development costs;
- laundry, linen, and uniforms;
- licenses and permits for performance of this contract; and
- USDA Foods delivery and storage fees.

- C. The FSMC's Management Fee (FSMC's profit) for August/September – June is:

\$8,400 per month for ten (10) months. Fee Total: \$84,000

OR

\$Click to enter dollar value per meal and meal equivalent.

- D. The FSMC's Administrative Fee is:

\$22,135.50 per month for ten (10) months. Fee Total: \$221,355

OR

\$Click to enter dollar value per meal and meal equivalent.

The following functions are the FSMC's responsibility, and will be included in such fees:

- Corporate supervision;
- Financial reporting and analysis;
- Field auditing;
- Marketing Assistance; and
- Purchasing.

- E. Summer Food Program (if applicable)

1. The FSMC's Management Fee (FSMC's profit) is \$.231 per meal.
2. The FSMC's Administrative Fee is \$.349 per meal.

- F. Per Meal Defined: Choose one option below - *only if the per meal equivalent option in 12.11.c or 12.11.d was selected.*

For Management Fee and Administrative Fee purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-half (1/2) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

OR

Per meal/meal equivalent defined in addendum.

For Management Fee and Administrative Fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales except reimbursable meal sales (including cash for adult meals, a la carte meals, and snack bar sales) by the free

reimbursement rate *plus* CT Effective USDA Foods rate for the current school year, *plus* the state reimbursement *plus* performance based cash assistance (\$.08).

- G. Expenses paid by the FSMC and not charged to the SFA or the food service operation and are unallowable include:
- reports filed to the state; and
 - corporate income tax.
- H. Fee Adjustments: Upon mutual written agreement of the SFA and the FSMC, the Management Fee and Administrative Fee may be adjusted annually. Except as otherwise agreed by the SFA and the FSMC, such adjustment shall be by no more than the percentage of change in the Consumer Price Index ("CPI") for all Urban Consumers (CPI-U U.S. city average), Northeast Region, Food Away from Home for the preceding year (April - March). Upon acceptance by the SFA, such increase in fees shall be incorporated into any renewal of this contract.
- I. If the SFA participates in the FFVP, then the FSMC must provide assurances that it will document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
- J. No payment shall be made for meals or snacks that are spoiled or unwholesome at the time of service, or do not meet specifications developed by the SFA, or do not otherwise meet the requirements of this contract. [7 CFR § 210.16 (c)(3).] No deduction in payment shall be made by the SFA unless the SFA notifies the FSMC in writing within 48 hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- K. Every payment obligation of the SFA under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the SFA at the end of the period for which funds are available. No liability shall accrue to the SFA in the event this provision is exercised, and the SFA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. Notwithstanding the forgoing, the SFA shall be liable for the payment of services rendered up through and including the date of termination.
- L. Guarantee: The SFA and the FSMC shall work together to ensure a financially sound and well-run food service operation. The FSMC shall guarantee that the food service program will achieve financial: *(select one option)*
- Breakeven; defined as "generated program revenues will be sufficient to cover all actual and direct operating costs incurred.
 - Surplus; defined as "generated program revenues will exceed all actual and direct operating costs incurred.
 - Deficit; defined as "generated program revenues will not be sufficient to cover all actual and direct operating costs incurred. If the contract guarantee is determined to be a deficit,

the deficit must be no more than Click to enter dollar value which is payable from the non-profit school foods service account only if the SFA has a balance greater than its three month operating expenditures. If the account does not have an allowable balance, any deficit must be paid from an account other than the non-profit school food service account (e.g. BOE, general fund, etc.).

Actual and direct operating costs are as described in paragraphs 12.11 A - E above.

1. Assumptions

a. Attendance/Enrollment

Average Daily Attendance (ADA) for 2023-24 shall not be less than: 5,918

Or

Student Enrollment for 2023-24 will not be less than

b. The projected number of full feeding days:

School	Breakfast	Lunch
Elementary	180	180
Middle	180	180
High	180	180

c. The value of USDA Foods Planned Assistance Level will not be less than the USDA 2022 effective rate or the previous year's effective rate for an allowable executed renewal.

M. Renegotiation of Financial Terms. The renegotiation of price terms under this agreement is permitted only upon the occurrence of unpredictable, unexpected conditions beyond the control of the parties. Renegotiation of price terms under such conditions must be mutual, and any changes in price terms must be agreed upon by both parties. Any adjustments so negotiated and agreed upon must accurately reflect the change in conditions. The occurrence of contingencies that are foreseeable and predictable, but not certain, should be calculated into the defined price terms to the extent possible, with the goal of minimizing the need for renegotiation of price terms during the term of the agreement.

If those conditions create a significant and material change in the financial assumptions upon which the price terms of this agreement are based, the SFA must go out to bid for a new contract.

N. Nonperformance. The FSMC shall pay the SFA any over claims due to FSMC negligence or noncompliance with regulations, including those over claims based on review or audit findings. This provision shall be based on the 3-year record retention period as established in 7 CFR 210.23(c).

SECTION XIII: Licenses, Fees and Taxes

13.1 The SFA shall obtain and post all applicable health permits for its facilities and assure that all state and local regulations are being met by the FSMC preparing or serving meals at a SFA facility.

- 13.2 The FSMC shall comply with all health and safety regulations required by federal, state or local law and shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals or meal components and the FSMC shall maintain this health certification for the duration of the contract. The FSMC must meet all applicable state and local health regulations in preparing and serving meals at the SFA facility.
- 13.3 The FSMC shall comply with all building rules and regulations. The SFA shall supply the FSMC with a copy of any written aforementioned documents.

SECTION XIV: Performance Bond

- 14.1 As a condition to entry into this contract, the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program. This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than May 1, each year. A copy of the Performance Bond must be submitted to the CSDE.

As a condition of entry into this contract,

- the successful vendor shall provide to the SFA a performance bond equaling ten percent (10%) of the contract's value associated with the Summer Food Service Program.
- the successful vendor shall provide to the SFA a performance bond equaling 10% (percentage must not be excessive to inhibit full and open competition) of the contract's total value.
- the successful vendor shall provide to the SFA a performance bond equaling _____ % of costs associated with construction.
- the successful vendor shall not be required to submit a performance bond.

This performance bond will guarantee the vendor's faithful performance. For the successful FSMC, the performance bond is required annually, in each year of the contract, to be submitted to the SFA Business Office no later than April 1, each year. A copy of the Performance Bond must be submitted to the CSDE as supporting documentation to any renewal amendment.

- 14.2 \$250,850(Amount of the Performance Bond).

SECTION XV: Insurance

The FSMC shall maintain for the life of the contract, the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts must be submitted at the time of award.

- 15.1 Comprehensive General Liability - \$1,000,000 Combined Single Limit includes coverage for:

- A. Premises-Operations;
- B. Products/Completed Operations;
- C. Contractual Insurance;
- D. Broad Form Property Damage;
- E. Independent Contractors;
- F. Personal Injury; and
- G. Employee Dishonesty.

15.2 Automobile Liability

\$1,000,000 combined Single Limit

15.3 Worker's Compensation and Employer's Liability

- A. Worker's compensation – Statutory; and
- B. Employer's Liability - \$500,000.

15.4 The West Haven Board of Education and the Town of West Haven shall be additional named insured's on Comprehensive General Liability, Auto, and Workers' Compensation (Employer's Liability Only) policies.

15.5 The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

15.6 The FSMC agrees to indemnify and hold harmless the Board, the Town of ~~West Haven~~ and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the FSMC's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Board, the Town, or any of their respective members, officers, employees or agents in any suit or claim arising from the FSMC's performance or lack of performance of the Contract or arising from the enforcement of this provision.

15.7 The FSMC shall obtain and keep in force during this contract, for the protection of the SFA and the FSMC, Comprehensive General Bodily Injury and Property Damage Liability Insurance in the combined single limit of ~~\$1,000,000~~ (no less than \$1,000,000). That insurance shall include, but not be limited to, Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability, and Products Liability, covering only the operations of the FSMC under this contract, and shall deliver to the SFA a certificate evidencing such policies and coverage within thirty (30) days after the execution of this agreement by the parties. The insurance policies shall contain a covenant by the issuing company that the policies will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the SFA. The policies for ~~\$1,000,000~~ coverage shall also name the SFA as an Additional Insured, but only with respect to operations of the FSMC under this agreement.

15.8 Unless otherwise expressly provided, the SFA and the FSMC shall remain responsible for all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of negligent or wrongful act or omission of the party, its agents, or its employees in the performance of its obligations under this agreement.

SECTION XVI: Contract Term, Renewal and Termination

16.1 This contract, dated ~~July 1, 2023~~, is between ~~Sodexo Operations, LLC~~, the FSMC and ~~West Haven Board of Education~~, the SFA:

- A. This contract sets forth the terms and conditions upon which the SFA retains the FSMC to manage and operate the SFA's food service for the SFA's students, employees, and visitors.
- B. The contract shall be for a period of one year with the school year beginning on or about ~~July 1, 2023~~ and ending ~~June 30, 2024~~ with up to four (4) one-year renewal(s) with mutual agreement between the SFA and the FSMC. [7 CFR § 210.16 (d)]

- 16.2 The contract cannot be assigned or otherwise transferred or conveyed by either party without the written consent of the other. Consideration for the contract renewal by the SFA and the FSMC will be made in compliance with the rules and regulations prescribed by the Connecticut Commissioner of Education or State Board of Education and federal regulations, as prescribed by the USDA.
- 16.3 With the exception of payment obligations for prior performance under this contract, neither party shall be liable for the failure to perform their respective obligations under this contract when such failure is caused by fire, explosion, water, act of God, civil disorder, strikes, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations or other like caused beyond the reasonable control of such party, nor for any real or personal property destroyed or damaged due to such causes. The FSMC shall resume food service operations as soon as possible. [Appendix II to § 200 (B)]
- 16.4 The Meal Equivalency Rate used in the contract shall be adjusted annually and must be set no lower than the current free lunch reimbursement rate plus the per meal commodity foods reimbursement.
- 16.5 If both parties agree to a contract renewal, the parties will work together to gather and complete all required documents for submission. The SFA will be responsible for drafting and submitting all contract renewal documents to the CSDE. Failure of the SFA to submit executed documents by June 30 each year may result in the disallowance of expenditures paid from the non-profit school food service account.
- 16.6 Recovery of prior year FSMC losses from current year food service program surpluses is unallowable.

TERMINATION

- 16.7 Either party may terminate the contract for cause by giving sixty (60) days' notice in writing to the other party of its intention to do so. [7 CFR § 210.16 (d)]
- 16.8 If a cure or remedy is found for the termination request by mutual agreement of the contracting parties, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the sixty (60) day period as described in paragraph 16.7 above. This letter should be counter-signed by the receiving party and the letter should become an amendment to this contract. [Appendix II to § 200]
- 16.9 Either party may terminate the contract without cause. The party terminating the contract without cause shall give no less than sixty (60) days written notice to the other party of its intention to terminate the contract without cause.
- 16.10 The right of termination referred to in this contract is not intended to be exclusive, and is in addition to any other rights available to either party at law or in equity. If the FSMC breaches a material provision of the contract and fails to cure such breach within sixty (60) days after receiving written notice of such breach the SFA may elect to pursue any available legal, contractual or administrative remedy or the following sanctions: (i) for a first violation, a written reprimand; (ii) for a second violation, a \$2,000 penalty; and (iii) for a third violation, a \$4,000 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, without regard for the duration or number of personnel, equipment, students or meals involved. [Appendix II to § 200 (A)]

- 16.11 The FSMC shall ensure, upon termination or completion of contract, the SFA is provided with the following documents in accordance with 7 CFR 210.23(c) or the SFA's established record retention timeframe, whichever is greater: production records, menus, all documents to support monthly claims, all documents to support the use of USDA Foods, professional development training records, CEP data, PLE Tool data, all documents related to free/reduced meal application process including certification and verification (if applicable), and access to any documents and or recipes requested for an administrative review.
- 16.12 A waiver of any failure under this contract shall neither be construed as, nor constitute a waiver of, any subsequent failure. This contract supersedes all prior negotiations, representations, or agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendices referred to herein are made part of this contract by the respective references to them. This contract may be executed in several counterparts, each of which shall be deemed an original.
- 16.13 The parties cannot alter any provision in this agreement that is required by any law, rule or regulation. The parties cannot otherwise amend or alter this agreement, except as to minor, non-substantive provisions or issues that do not materially affect the scope of work or the cost of the contract. The parties must mutually agree, in a written document signed by both parties and attached to this contract, to amend, add, or delete an Article or Appendix. Any amendment to this contract shall become effective at the time specified in the amendment once approved by the CSDE and executed by both parties.
- 16.14 Notification of Termination. The CSDE shall be notified immediately of termination action and reason for termination.
- 16.15 The parties agree that the terms of this contract shall be in accordance with the RFP published by the ~~West Haven~~ Board of Education and any amendments to the RFP, and the proposal submitted by the FSMC which are kept on file at the SFA Business Office and through this reference, are incorporated into this contract. In the event that contradictory statements are contained in the RFP, the FSMC proposal, and this contract, the following order of precedence shall apply: contract, RFP, FSMC proposal.

SECTION XVII: Special and General Conditions


- 17.1 Confidential/Proprietary Information
- A. The FSMC and SFA shall designate any information they consider confidential or proprietary, including recipes, surveys and studies, management guidelines, operating manuals, and similar documents which it regularly uses in the operation of their business or which they develop independently during the course of this contract. Information so designated and identified shall be treated as confidential by the FSMC and SFA, and the FSMC and SFA shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. [2 CFR § 200.315]

- B. The FSMCs shall identify any specific information which the FSMC is claiming should not be disclosed to the public, along with a citation to the applicable provision of the Connecticut Freedom of Information Act or other applicable statute on which the FSMC is basing its claim of confidentiality or non-disclosure. Information marked as “not to be disclosed to the public” must meet the standards set forth in the Freedom of Information Act. Provided that nothing herein shall be construed to relieve any SFA or the CSDE from its obligations under any applicable freedom of information laws or other legal obligations concerning document disclosure, including, but not limited to, civil discovery demands. In the event a request for information/ documentation is made pursuant to the Connecticut Freedom of Information Act (or other applicable statute or regulation), and the FSMC objects to the release of the requested information, the FSMC shall bear all reasonable costs and fees incurred in asserting such objection.
- 17.2 Student Data Privacy (Public Act No. 16-189) See document within Exhibit M. In performance of this contract, the FSMC and SFA must complete and submit it to be in compliance with the Student Data Privacy Act (Public Act No. 16-189).
- 17.3 The FSMC will comply with any Special and General Conditions attached hereto and in all respects made a part of this RFP. The RFP is incorporated and made a part of the contract. In the event of a conflict between the terms of the contract and the RFP, the terms of the contract shall prevail.
- 17.4 The FSMC shall adhere to all applicable laws, especially all Pure Food laws, and all related regulations prescribed by the Federal Government, the state of Connecticut, and the local department of health. The FSMC will comply with the rules and regulations as set up by the SFA and with state and/or own laws, etc., covering and controlling food services at the facilities.
- 17.5 No alterations, changes or improvements shall be made to the areas granted to the FSMC without obtaining prior written permission of the SFA with the final decision as to the alterations, changes or improvements reserved solely for the SFA.
- 17.6 Notice/Communication: Any notice or communication required or permitted under this contract shall be in writing and shall be delivered personally or sent by United States registered or certified mail, postage prepaid and return receipt requested, addressed to the other party as follows:
- A. Notices to the SFA:
 West Haven Board of Education
 Matthew Cavallaro
 Business Manager
 355 Main Street
 West Haven, CT 06516
 - B. Notices to the FSMC:
 Sodexo Operations, LLC
 Stephen Dunmore, CEO
 9801 Washington Bl
 Gaithersburg, MD 20878
 And
 Sodexo Operations, LLC
 Law Department
 9801 Washington Bl
 Gaithersburg, MD 20878

And

E-mail communication may also be allowable under the terms of this contract. Other persons or places may also be designated, in writing, by either of the parties, during the term of this contract. Notices shall be effective when received. Sent notices will be considered received forty-eight (48) hours after they are deposited in the United States mail.

SO AGREED:



Signature of Food Service Management Company's Authorized Representative
Joe Smith

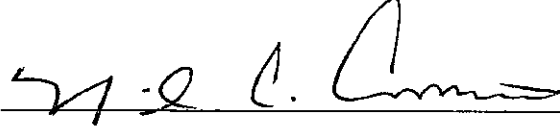
Vice President

Title

07/05/2023

Date

Printed Name of Food Service Management Company's Authorized Representative



Signature of School Food Authority's Authorized Representative
Neil C. Cavallero

Superintendent
Title

7-5-2023
Date

Printed Name of School Food Authority's Authorized Representative

<u>Andrew Paul</u>	6.30.23
Signature of CSDE Consultant	Date
Andrew Paul	
Printed Name CSDE Consultant	

Schedule A
Cost Responsibility Survey

FOOD

FSMC

SFA

Food Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Processing of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payment of Invoices	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Administrative Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Processing Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>
USDA Delivery Charges	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LABOR

FSMC

EMPLOYEES

Payment of Hourly Regular Full-Time Wages	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Payroll Taxes of Hourly Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fringe Benefits and Insurance of Hourly Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Preparation of Hourly Employees' Payroll	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Processing of Hourly Employees' Payroll	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Workers' Compensation for Hourly Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ADDITIONAL ITEMS

China/Silver/Glassware - Original Purchase to Inventory Level Required for Operation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
China/Silver/Glassware - Replacement During Operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone - Local	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone - Long Distance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Trash and Garbage from Kitchen	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Trash and Garbage from Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Replacement of Expendable Equipment (Pots, Pans, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Replacement of Non-Expendable Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Products and Public Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cost of Repairing Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Uniforms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Local Travel (Intra-District and Banking Reimbursement)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Schedule A (cont.)

SUPPLIES

- Detergent and Cleaning Supplies
- Paper Supplies
- Menu Paper and Printing
- Postage
- Taxes/Licenses
- Pest control
- Utilities

FSMC

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SFA

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CLEANING

- Ceiling, Light Fixtures and Fans
- Dishwashing
- Equipment
- Hoods
- Floors
- Rest Rooms
- Vent from Hoods to Outside
- Walls
- Kitchen/Serving Area Equipment
- Cafeteria/Serving Area Equipment
- Dining Area/Tables and Chairs

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Schedule B
Procurement Specifications

PRODUCT	MINIMUM REQUIREMENTS
Dairy Products	Grade A
Meat	USDA Grade Choice
Fish	U.S. Government Inspected
Poultry	USDA Grade A
Canned Fruits & Vegetables	U.S. Grade A Choice
Fresh Fruits & Vegetables	U.S. No. 1 Grade
Frozen Fruit & Vegetables	USDA Grade A
Bread	Packaged bread and buns to be manufacturer dated for freshness
Milk	Grade A
Ice Cream	Grade A
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
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SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement

FARM TO SCHOOL GEOGRAPHIC PREFERENCE: STATE OF CONNECTICUT, NEW ENGLAND	
SPECIFIC PRODUCTS	MINIMUM REQUIREMENTS
Assorted Fruits and Vegetables	U.S. No. 1 Grade
Apples	US No. 1
Blueberries	U.S. No. 1 Grade
Carrots	US No. 1
Peas	US No. 1
Corn	US No. 1
Squash	US No. 1
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement
SFA Defined Product	SFA Defined Minimum Requirement

**Schedule C
Meal Price List**

SCHEDULE C PRICE LIST 2022-23								
SCHOOL	BREAKFAST		LUNCH		MILK	ADULTS		
	REDUCED	PAID	REDUCED	PAID		BREAKFAST	LUNCH	MILK
ELEMENTARY SCHOOLS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MIDDLE SCHOOLS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
HIGH SCHOOLS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Schedule D
Reimbursement Rates

The following are the Federal Reimbursement Rates (Reimbursable Meals) to be used in completing Schedule E:

1. National School Lunch Program (State ID 20560 and Federal CFDA No. 10.555)

2022-23 Regular Rates	2022-23 *Severe Need Rates	Regular Rates Adjusted -40%	*Severe Need Rates Adjusted -60%	Potential Regular Rates 2023-24 Rates Adjusted +8%	Potential *Severe Need Rates 2023-24 Rates Adjusted +8%
.77	.79	.46	.47	.40	.42
3.93	3.95	2.36	2.37	3.81	3.83
4.33	4.35	2.60	2.61	4.24	4.27

*In districts participating in the National School Lunch Program with 60 percent or greater free and reduced participation during the second prior year.

2. School Breakfast Program (State ID 20560 and Federal CFDA No. 10.555)

2022-23 Regular Rates	2022-23 *Severe Need Rates	Regular Rates Adjusted -35%	*Severe Need Rates Adjusted -45%	Potential Regular Rates 2023-24 Rates Adjusted +8%	Potential *Severe Need Rates 2023-24 Rates Adjusted +8%
.50	.50	.33	.33	.38	.38
1.96	2.37	1.81	2.02	1.95	2.40
2.26	2.67	2.11	2.52	2.28	2.72

*Severe Need Rates are available to schools where, in the second prior year, 40 percent or more of the students received lunches free or at a reduced price.

3. After-School Snack Program (State ID 20560 and Federal CFDA No. 10.555)

	Rates
Paid	.09
Reduced	.54
Free	1.08

4. State Reimbursement Rates (Reimbursable Meals): \$.04

All Meals (State Match Payments [Includes free, reduced-price and paid reimbursable meals]).

5. Performance Based Cash Assistance (previously noted as Six Cents Certification): \$0.08

This district IS Performance Based Cash Assistance (six cent certified)

This is adjusted annually

6. CT Effective USDA Foods Rate: \$.43

7. *Healthy Food Certification: Districts that opt to implement healthy food certification (HFC) receive an additional 10 cents per lunch, based on the total number of reimbursable lunches (paid, free and reduced) served in the district in the prior school year.*

This district IS healthy food certified and WILL continue to be certified.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:** (833) 256-1665 or (202) 690-7442; or
3. **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

The Connecticut State Department of Education is committed to a policy of affirmative action/equal opportunity for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of age, ancestry, color, civil air patrol status, criminal record (in state employment and licensing), gender identity or expression, genetic information, intellectual disability, learning disability, marital status, mental disability (past or present), national origin, physical disability (including blindness), race, religious creed, retaliation for previously opposed discrimination or coercion, sex (pregnancy or sexual harassment), sexual orientation, veteran status or workplace hazards to reproductive systems, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes.

Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 505, Hartford, CT 06103, 860-807-2071, levy.gillespie@ct.gov.

OYSTER RIVER PUMP STATION

- RFP 2023-04 – Published on February 13, 2023
- 2 bids were received on April 4, 2023 – CH Nickerson & Tucker Mechanical
- Scope review by City Engineer and CDM Smith found CH Nickerson to be lowest responsible bidder
- CH Nickerson contract, City Council approved Bond Ordinance, and DEEP approval letter all attached



SECTION 005214 - AGREEMENT

CITY OF WEST HAVEN, CT

IMPROVEMENTS TO THE OYSTER RIVER WASTEWATER PUMPING STATION

CONTRACT NO. 2023-04, CWF NO. TBD

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2023 ("Effective Date") between City of West Haven, a Connecticut municipality acting ("OWNER"), and C. H. Nickerson & Co., Inc. ("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 E. 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 365 calendar days commencing 20 days following the Effective Date of this Agreement.

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 toward 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 and 95 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 dollars (\$1,000) 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 consist of:

9.1.1 this Agreement;

9.1.2 the document titled “Project Manual for Improvements to the Oyster River Wastewater Pumping Station Contract No. 2023-04”, dated SEPTEMBER 2022, totaling 1591 pages (“Project Manual”), excluding *Section 005214 – Agreement* model agreement, which is replaced by this Agreement;

9.1.3 the drawings titled “Improvements to the Oyster River Wastewater Pumping Station Contract No. 2023-04 CDM Smith East Hartford, Connecticut”, dated SEPTEMBER 2023, totaling 71 pages;

9.1.4 Project Manual Addenda No. 1, dated February 28, 2023, totaling 28 pages;

9.1.5 Project Manual Addenda No. 2, dated March 10, 2023, totaling 4 pages;

9.1.6 Project Manual Addenda No. 3, dated March 14, 2023, totaling 1 page;

9.1.7 Project Manual Addenda No. 4, dated March 16, 2023, totaling 1 page;

9.1.8 Project Manual Addenda No. 5, dated March 31, 2023, totaling 5 pages;

9.1.9 the executed Performance Bond, EJCDC Document C-610, 2013 edition, Payment Bond, EJCDC Document C-615, 2013 edition, and other required Bonds; and

9.1.10 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 07300 – 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 to 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 The 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 _____, 2023.

CONTRACTOR
C. H. Nickerson & Co., Inc.

OWNER
City of West Haven

BY

BY

(CORPORATE SEAL)

Nancy R. Rossi, Mayor

Attest

Address for giving notices

Address for giving notices

C. H. Nickerson & Co., Inc.
49 Hayden Hill Road
Torrington, Connecticut 06790

Corporation Counsel
City of West Haven
355 Main Street, 3rd Floor
West Haven, CT 06516

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

END OF DOCUMENT 005214

SECTION 004113 - BID FORM

BID FORM
TO

City of West Haven, CT

Improvements to the Oyster River Wastewater Pumping Station

Contract No. 2023-04, CSL NO TBD

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, 77 Hartland Street, Suite 201, East Hartford, Connecticut 06108 and dated September 2022 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 six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within one hundred twenty 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 twenty days following the Effective Date of the Agreement and to fully complete the Work within 547 Calendar Days and in accordance with the terms as stated in the Agreement. The undersigned further agrees to pay OWNER, as liquidated damages, \$1,000 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:

1,2,3,4,5

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:

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.

BIDDER MUST FILL IN THE UNIT PRICES AND COMPUTE THE TOTALS (In case of error or discrepancies "UNIT PRICES" govern.)				
PART I: BASE BID				
ITEM NO.	DESCRIPTION OF SCHEDULED ITEM	UNIT PRICES Dollar Figure Dollars & Cents	ESTIMATED QTY./ UNIT OF MEASURE	TOTAL PRICE Dollar Figure
				TOTAL PRICE Written Words
1	General Construction for all Work Not listed separately in Bid Items 2 through 9	1	Lump Sum	\$ 5,351,042 Five million three hundred forty one thousand four hundred two
2	Temporary Trench Pavement Repair (Section 02576)	\$ 70.00 / square yard	80 square yards	\$ 5,600.00 Five Thousand Six Hundred Dollars and No Cents
3	Permanent Pavement (Section 02576)	\$ 80.00 / square yard	1,050 square yards	\$ 84,000.00 Eighty Four Thousand Dollars and No Cents
4	Biofilter Media (Section 02801)	\$ 200.00 / cubic yard	110 cubic yards	\$ 22,000.00 Twenty Two Thousand Dollars and No Cents
5	Crushed Stone for Biofilter (Section 02230)	\$ 70.00 / cubic yard	100 cubic yards	\$ 7,000.00 Seven Thousand Dollars No Cents

BIDDER MUST FILL IN THE UNIT PRICES AND COMPUTE THE TOTALS (In case of error or discrepancies "UNIT PRICES" govern.)				
PART I: BASE BID				
ITEM NO.	DESCRIPTION OF SCHEDULED ITEM	UNIT PRICES Dollar Figure Dollars & Cents	ESTIMATED QTY./ UNIT OF MEASURE	TOTAL PRICE Dollar Figure
				TOTAL PRICE Written Words
6	Polyvinyl Chloride Pipe - Biofilter Header - 24-in	\$ 800.00 / linear foot	20 linear feet	\$ 16,000.00
				Sixteen Thousand Dollars and No Cents
7	Polyvinyl Chloride Pipe - Biofilter Aeration - 10-in	\$ 125.00 / linear foot	150 linear feet	\$ 18,750.00
				Eighteen Thousand Seven Hundred Fifty Dollars and No Cents
8	Wet Well Sediment Removal	\$ 500.00 / cubic yard	50 cubic yards	\$ 25,000.00
				Twenty Five Thousand Dollars and No Cents
9	Utility Coordination	1	Allowance	\$10,000
				Ten Thousand
BASE BID TOTAL (Items 1 through 9)				\$ 5,539,392

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.)

Jonathan H. Miller, President, P. O. Box 808, Torrington, CT 06790

John Beidler, Treasurer/Assistant Secretary, P. O. Box 808, Torrington, CT 06790

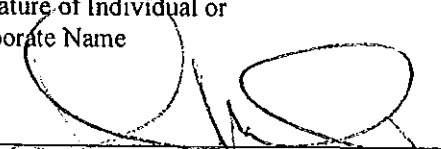
Kenneth O'Hara, Vice President Estimating P. O. Box 808, Torrington, CT 06790

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.

06-0688825
Social Security Number
or Federal Identification
Number

C. H. Nickerson & Co., Inc.
Signature of Individual or
Corporate Name

By: 
Corporate Officer Jonathan H. Miller, President
(if applicable)

State of Incorporation: Connecticut

Notice of acceptance should be mailed, faxed, or delivered to the following:

Jonathan H. Miller
(Name)

By: President
(Title)

49 Hayden Hill Road
(Business Address)

Torrington, CT 06790
(City and State)

Date 04/04/2023

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

AN ORDINANCE APPROPRIATING \$6,950,000 FOR THE COSTS ASSOCIATED WITH UPGRADES TO THE OYSTER RIVER WASTEWATER PUMPING STATION AND AUTHORIZING THE ISSUANCE OF \$6,950,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST HAVEN:

Section 1. The sum of \$6,950,000 is hereby appropriated for costs associated with upgrades to the Oyster River Wastewater Pumping Station, including, but not limited to, the costs of materials, construction, equipment, site work, fixtures, design, engineering, hydraulic, development, demolition and disposal, environmental studies, surveying, infrastructure improvements, paving, material, utility charges, data systems, testing, insurance, training, administrative, advertising, printing, legal, other consultant fees, and any appurtenances related to the project, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the General Statutes of Connecticut (the "Connecticut Statutes"), as amended (the "Project"). Said appropriation shall be inclusive of any and all Federal and State grants-in-aid thereof.

Section 2. To meet said appropriation, \$6,950,000 bonds or other obligations of the City plus an additional amount for all necessary and appropriate financing costs not in excess of three percent of the cost of the Project, or so much thereof as may be necessary for said purpose (the "Bonds"), may be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The Bonds may be issued in one or more series as shall be determined by the Mayor, City Treasurer, and the Director of Finance (collectively, the "Bond Committee"), and the amount of Bonds of each series to be issued shall be fixed by a majority of the Bond Committee. The Bonds shall be issued in an amount up to the City's share of the cost of the Project determined after considering the estimated amount of any State and Federal grants in aid for the Project, or the actual amount thereof if such amount is ascertainable, and the anticipated times of receipt thereof, provided that the total amount of Bonds to be issued shall not be less than an amount which will provide funds sufficient, with other funds available for such purpose, to pay the principal of and the interest on all outstanding temporary borrowings issued in anticipation of the receipt of the proceeds of said Bonds, and any administrative, printing and legal costs of issuing the Bonds as determined by a majority of the Bond Committee. The Bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the manual or facsimile signatures of a majority of the Bond Committee, bear the City seal or a facsimile thereof, be certified by a bank or trust company designated by a majority of the Bond Committee, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by a majority of the Bond Committee and be approved as to their legality by the City's bond counsel. The Bonds shall bear such rate or rates of interest as shall be determined by a majority of the Bond Committee. The Bonds shall be general obligations of the City and shall comply with all requirements of law, including any debt limit, relating to the authorization or issuance of such Bonds. The Bonds may also be secured as to both principal and interest, to the extent permitted by law, by a pledge of certain revenues or benefit assessments or both. The aggregate principal amount of the Bonds, installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such Bonds, including any repayment agreements or memoranda

of understanding, or whether any of the Bonds will be issued as taxable bonds, shall be determined by a majority of the Bond Committee, in accordance with the requirements of the Connecticut Statutes.

Section 3. In connection with the issuance of any bonds or notes authorized herein (collectively, the "Obligations"), the City, as determined by a majority of the Bond Committee, may exercise any power delegated to municipalities pursuant to the Connecticut Statutes, including the authority to establish credit facilities and to enter into agreements managing interest rate risk. The City, as determined by a majority of the Bond Committee, shall have all appropriate powers under the Connecticut Statutes, including Chapter 748 (Registered Public Obligations Act), Chapter 446k (Water Pollution Control) and Chapter 109 (Municipal Bond Issues), to issue, sell and deliver the Obligations and, further, shall have the full power and authority to do all that is required under the Internal Revenue Code of 1986, as amended, and other applicable laws and regulations of the United States, to provide for issuance of the Obligations in tax exempt form and to meet all requirements which are or may become necessary in and subsequent to the issuance and delivery of the Obligations in order that the interest on the Obligations be and remain exempt from Federal income taxes, including, without limitation, to covenant and agree to restriction on investment yield of bond proceeds, rebate of arbitrage earnings, and expenditure of proceeds within required time limitations. In order to meet the capital cash flow expenditure needs of the City, a majority of the Bond Committee is authorized to collectively allocate and reallocate expenditures incurred for the Project to any bonds or notes of the City outstanding as of the date of such allocation, and the bonds or notes to which such expenditures have been allocated shall be deemed to have been issued for such purpose, including the bonds and notes herein authorized.

Section 4. Said Bonds shall be sold in a competitive offering or by negotiation as determined by a majority of the Bond Committee. If sold at competitive offering, the Bonds shall be sold by a majority of the Bond Committee at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City, by sealed proposals, auction, or other comparative method. If the Bonds are sold by negotiation, the purchase contract shall be signed by a majority of the Bond Committee. With respect to the receipt of original issuance premium or bid premium upon the sale of the bonds or notes herein authorized, the City is authorized, but not required, to apply original issuance premium and bid premium, if applicable, to fund future debt service payments on the City's bonds and notes or to fund any purpose for which bonds of the City are authorized to be issued, and such application shall reduce the amount of authorized and unissued bonds for the purpose to which the premium was applied, in the amount so applied.

Section 5. Said Bonds may be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut Statutes, and, if deemed necessary or appropriate and in the City's best interest by a majority of the Bond Committee, the Bond Committee, on behalf of the City, is hereby authorized: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut Statutes, §7-560 et seq., and other Chapters of the Connecticut Statutes, on such terms as a majority of the Bond Committee deem necessary or appropriate, and (ii) to take all further actions which a majority of the Bond Committee deem necessary or appropriate to so secure the Bonds or which are contemplated by law. A majority of the Bond Committee, if they determine it to be advisable, necessary or appropriate, is authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust to any existing indenture of the City (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant: (i) if the Bonds are issued pursuant to such Indenture that all or a portion of the City's

property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Bonds as provided in Chapter 117 and other Chapters of the Connecticut Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Bonds will be paid, and the terms of any reserve or other fund for the benefit of the holders of the Bonds; and, in any event, to amend or supplement the Indenture containing such terms and conditions as a majority of the Bond Committee shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination.

Section 6. The issue of the Obligations aforesaid and of all other bonds or notes of the City heretofore authorized but not yet issued, as of the effective date of this Ordinance, would not cause the indebtedness of the City to exceed any debt limit calculated in accordance with law.

Section 7. The City is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any series of said Bonds or any anticipated amounts of State and Federal grants in aid for the Project. Notes evidencing such borrowings shall be signed by the manual or facsimile signatures of a majority of the Bond Committee, have the seal of the City or a facsimile thereof affixed, be payable at a bank or trust company designated by a majority of the Bond Committee, be certified by a bank or trust company designated by a majority of the Bond Committee, pursuant to Section 7-373 of the Connecticut Statutes, and be approved as to their legality by the City's bond counsel. Notes shall be sold in competitive offering or by negotiation as determined by a majority of the Bond Committee. If sold in a competitive offering, the notes shall be sold by a majority of the Bond Committee at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City, by sealed proposals, auction or other comparative method. If the notes are sold by negotiation, the purchase contract shall be signed by a majority of the Bond Committee. The notes shall be issued with maturity dates which comply with the provisions of the Connecticut Statutes that govern the issuance of such notes. The notes shall be general obligations of the City and shall comply with all requirements of law, including any debt limit, relating to the authorization or issuance of such notes. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said Bonds, shall be included as a cost of the Project. Upon the sale of said Bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such temporary borrowings then outstanding or shall be deposited with a bank or trust company in trust for such purpose. The City is also authorized to issue notes in anticipation of the receipt of grants, if applicable, and a majority of the Bond Committee shall determine the terms and conditions of such issuance.

Section 8. (a) For the Project, \$6,950,000 of interim funding obligations and project loan obligations or any other obligations of the City evidencing an obligation to repay any portion of the costs of the Project determined by the State of Connecticut Department of Energy and Environmental Protection, or other department as applicable to be eligible for funding under Section 22a-475 et seq. of the Connecticut General Statutes, as the same may be amended from time to time (the "Clean Water Fund Program") plus an additional amount for all necessary and appropriate financing costs not in excess of three percent of the cost of the Project, or so much thereof as may be necessary for said purpose (the "Clean Water Fund Obligations"), may be issued, maturing not later than the twentieth year after their date, or such later date as may be allowed by law. The Clean Water Fund Obligations may be issued in one or more series as shall be determined by the Bond Committee, and the amount of Clean Water Fund Obligations of each series to be issued shall be fixed by a majority of the Bond Committee. The Clean Water Fund Obligations shall be issued in an amount up to the City's share of the cost of the Project

determined after considering the estimated amount of any State and Federal grants in aid for the Project, or the actual amount thereof if such amount is ascertainable, and the anticipated times of receipt thereof. The issuance of the Clean Water Fund Obligations and of all other bonds or notes of the City heretofore authorized but not yet issued, as of the effective date of this Ordinance, would not cause the indebtedness of the City to exceed any debt limit calculated in accordance with law. The Clean Water Fund Obligations shall be executed in the name and on behalf of the City by the manual or facsimile signatures of a majority of the Bond Committee, bear the City seal or a facsimile thereof. The Clean Water Fund Obligations may be general obligations of the City and shall comply with all requirements of law, including any debt limit, relating to the authorization or issuance of such Clean Water Fund Obligations. The Clean Water Fund Obligations may also be secured as to both principal and interest, to the extent permitted by law, by a pledge of certain revenues or benefit assessments or both. The aggregate principal amount of the Clean Water Fund Obligations, installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms, details and particulars of such Clean Water Fund Obligations, including the rate or rates of interest, any repayment agreements or memoranda of understanding, shall be determined by a majority of the Bond Committee, in accordance with the requirements of the Connecticut Statutes; and

(b) any combination of Obligations and Clean Water Fund Obligations for the Project as set forth in the preceding sections may be issued, provided that the total, aggregate principal amount thereof issued, and including the amount of any grant funding obtained, shall not exceed \$6,950,000 plus an amount needed for necessary and appropriate financing costs related to the Project.

Section 9. Resolution of Official Intent to Reimburse Expenditures with Borrowings. The City hereby expresses its official intent pursuant to §1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid 60 days prior to and after the date of passage of this Ordinance in the maximum amount and for the Project described above with the proceeds of bonds, notes, or other obligations authorized to be issued by the City. Such obligations shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement obligations, and to amend this declaration.

Section 10. The Director of Finance is hereby authorized to exercise all powers conferred by section 3-20e of the Connecticut Statutes with respect to secondary market disclosure and to provide annual information and notices of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds, notes or other obligations authorized by this Ordinance.

Section 11. The Mayor, the Director of Finance and any other duly authorized City, or WPCA official is authorized (i) to execute and file applications on behalf of the City with the State of Connecticut Department of Energy and Environmental Protection, or other department as applicable, for project loans and grants, (ii) to apply for and accept grants or other contributions under any other applicable federal or state program, and (iii) to execute on behalf of the City or WPCA all applications, agreements, instruments and documents, and do all other things that may be necessary or appropriate in order to obtain project loans and grants and to ensure that the Project is completed.. Any such grants or contribution received prior to the

issuance of any Obligations or Clean Water Fund Obligations authorized herein shall be applied to the costs of the Project or to pay at maturity the principal of any outstanding bond anticipation note, grant anticipation note or other temporary obligation issued pursuant this Ordinance and shall reduce the amount of Obligations or Clean Water Fund Obligations that can be issued pursuant to this Ordinance. If such grants and contributions are received after the issuance of any Bonds or Clean Water Fund Obligations, they shall be applied to pay either non-financed portions of the Project or debt service on the Bonds or Clean Water Fund Obligations provided such application does not adversely affect the tax-exempt status of the Bonds or Clean Water Fund Obligations.

Section 12. This Ordinance shall be effective immediately upon the Mayor's signature.

ENACTED BY THE CITY COUNCIL ON: June 26th, 2023

APPROVED BY THE MAYOR: Nancy R Rossi DATE: 7/10/23



August 15, 2023

Honorable Nancy R. Rossi
City Hall
355 Main Street
West Haven, CT 06516

Re: CWF-748-DC
Contract #2023-04

Dear Mayor Rossi,

We have received your request for authorization to award the Improvements to the Oyster River Wastewater Pumping Station (Contract #2023-04) 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 Oyster River Wastewater Pumping Station (Contract #2023-04) to C.H. Nickerson & Co in the amount of \$5,539,392.00, 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:

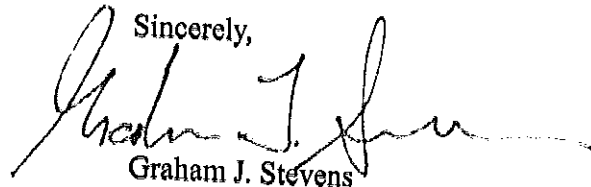
Vendor	Amount	Status	Percentage
Blue Hill Electrical	\$170,000	MBE	3.07%
Total Fence, LLC	\$31,000	WBE	.56%
New Form Supply	\$130,000	WBE	2.35%
Mackenzie Painting	\$118,000	WBE	2.13%

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 Bonny Dugay at Bonny.Dugay@ct.gov or (860) 424-3736.

Sincerely,



Graham J. Stevens

Bureau Chief

Bureau of Water Protection and Land Reuse

GJS/bd

E-copies: Abdul Quadir, City Engineer, West Haven (quadir@westhaven-ct.gov)
Catharine Chu, DEEP Municipal Wastewater (catharine.chu@ct.gov)
Stacy Pappano, DEEP Municipal Wastewater (stacy.pappano@ct.gov)
Kimberly Forbes, DEEP CWF Financial (kimberly.forbes@ct.gov)
Bonny Dugay, DEEP CWF Financial (bonny.dugay@ct.gov)

PURCHASE OF FIVE LIGHT DUTY VEHICLES

- Placed on hold off of State Contract 19PSX0161
- Gengras Ford, LLC, Plainville, CT
- Replacement vehicles are listed in the MARB and City Council approved 5 year Capital Plan from 2023 budget
- Quotes for all 5 vehicles attached
- Total spend is \$373,842.40



Gengras Ford, LLC

225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: **230711006**

Fleet Nr:

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2023	F-350 Reg Cab 4x4 (F3B) - 142" WB, 8 foot bed	\$ 44,932.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Medium Dark Slate	\$ -
3	99N	7.3L DEC V8 Gas engine	\$ 1,705.00
4	44G	Ten speed Automatic Trans	\$ -
5	610A	XL Package	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	67E	HD Alternator - 240 amp	\$ 85.00
12	86M	Medium-duty Batteries	\$ 210.00
13	66S	Upfitter Switches	\$ 165.00
14	43C	110 v / 400 watt inverter	\$ 175.00
15	592	Roof Clearance Lights	\$ 95.00
16	66L	LED Bed Lights	\$ 60.00
17	61S/62S	Splash Guards (4 wheel)	\$ 130.00
18	18B	Cab Steps	\$ 320.00
19	85S	Spray in Bed Liner	\$ 595.00
20	X3E	3.73:1 Elocking Rear Axle	\$ 430.00
21	TBM	AT Tires	\$ 165.00
22			\$ -
23			\$ -
24			\$ -
25			\$ -
<i>Total Options per Contract Price (list price)</i>			\$ 4,385.00
<i>Total Factory Options Discount (6%)</i>			\$ (263.10)
<i>Total Options per Contract Price (net price)</i>			\$ 4,121.90

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: **230711006**

Aftermarket Accessories				
	Vendor / Manufacturer	Hours	Description	List Price
1	Fisher	2.0	Fisher HDX 8' power angle snowplow. 29" sides, standard high-carbon steel cutting edge, INTENSIFIRE LED snow plow headlights, 5/8" steel cutting edges. Includes 18" rubber deflector, control cup holder mount, WINTER brand 36" plow guides, heavy-duty lift arm ram, cast iron curb guard kit.	\$ 12,200.00
2	Buyers	0.0	Buyers or approved equal LED Fleet Series drill free light bar cab mount P/N- 8895550 and 17" Octagonal Mini Bar Light - P/N-8891100, two (2) rectangular amber LED strobes (in grille) P/N- 8892802 and in rear taillights install integral AMBER & GREEN flashing LED Lights. All wired to one (1) upfitter switch labeled "STROBES"	\$ 3,413.00
3	Thiemann	0.0	Thiemann TT-15ET Aluminum two-piece bi-fold liftgate w camera bracket. Platform size 56x32" plus 6"	\$ 5,726.00
4	WeatherTech	0.0	WeatherTech floor mats (front)	\$ 130.00
5	Ziebart	2.0	Rustproofing	\$ 899.00
6	Other	1.0	Spare Fob Key	\$ 275.00
7	Other	1.0	Seat Covers	\$ 750.00
<i>Total Aftermarket Options (list price)</i>				\$ 22,643.00
<i>Total Aftermarket Options Discount (20%)</i>				\$ (4,528.60)
<i>Total Hours x \$130 / hour rate</i>				\$ 130.00
Total Net Aftermarket Options plus Total Labor				\$ 18,244.40

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -

Comments:

This truck is a retail stock order and is quoted subject to prior sale. The fleet order bank is closed for the 2023 MY.

Additional fees / Charges

State of CT Trade in Assessment (Note: Fee is payable to State of CT):		\$ -
Dealer Conveyance Fee (\$799.00)		\$ -
Registration Fee (estimated, actual cost will appear on your final invoice)		\$ -
DMV Inspection Fee (as required)		\$ -
Total Additional Fees		\$ -
Customer:	City of West Haven	
FIN Code:	QK668	
VIN:		
Total (per unit)		\$ 67,298.30
Quantity	1	Grand Total (all) \$ 67,298.30

This quote valid for 30 days from the date created.

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 230608009.1

Fleet Nr: 11 or 76

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2023	F-350 Reg Cab 4x4 (F3B) - 142" WB, 8 foot bed	\$ 44,932.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	A5	Vinyl 40/20/40 Medium Dark Slate	\$ -
3	99N	7.3L DEC V8 Gas engine	\$ 1,705.00
4	44G	Ten speed Automatic Trans	\$ -
5	610A	XL Package	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	67E	HD Alternator - 240 amp	\$ 85.00
12	86M	Medium-duty Batteries	\$ 210.00
13	66S	Upfitter Switches	\$ 165.00
14	43C	110 v / 400 watt inverter	\$ 175.00
15	592	Roof Clearance Lights	\$ 95.00
16	66L	LED Bed Lights	\$ 60.00
17	61S/62S	Splash Guards (4 wheel)	\$ 130.00
18	18B	Cab Steps	\$ 320.00
19	85S	Spray in Bed Liner	\$ 595.00
20	X3E	3.73:1 Elocking Rear Axle	\$ 430.00
21	TBM	AT Tires	\$ 165.00
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 4,385.00
Total Factory Options Discount (6%)			\$ (263.10)
Total Options per Contract Price (net price)			\$ 4,121.90

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 230608009.1

Aftermarket Accessories				
	Vendor / Manufacturer	Hours	Description	List Price
1	Fisher	2.0	Fisher HDX 8' power angle snowplow. 29" sides, standard high-carbon steel cutting edge, INTENSIFIRE LED snow plow headlights, 5/8" steel cutting edges. Includes 18" rubber deflector, control cup holder mount, WINTER brand 36" plow guides, heavy-duty lift arm ram, cast iron curb guard kit.	\$ 12,200.00
2	Buyers	0.0	Buyers or approved equal LED Fleet Series drill free light bar cab mount P/N- 8895550 and 17" Octagonal Mini Bar Light - P/N-8891100, two (2) rectangular amber LED strobes (in grille) P/N- 8892802 and in rear taillights install integral AMBER & GREEN flashing LED Lights. All wired to one (1) upfitter switch labeled "STROBES"	\$ 3,413.00
3	WeatherTech	0.0	WeatherTech floor mats (front)	\$ 130.00
4	Ziebart	2.0	Rustproofing	\$ 899.00
5	Other	1.0	Spare Fob Key	\$ 275.00
6	Other	1.0	Seat Covers	\$ 750.00
7		0.0		\$ -
<i>Total Aftermarket Options (list price)</i>				\$ 17,667.00
<i>Total Aftermarket Options Discount (20%)</i>				\$ (3,533.40)
<i>Total Hours x \$130 / hour rate</i>				\$ -
Total Net Aftermarket Options plus Total Labor				\$ 14,133.60

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -

Comments:		Additional fees / Charges			
This truck is a retail stock order and is quoted subject to prior sale. The fleet order bank is closed for the 2023 MY.		State of CT Trade in Assessment (Note: Fee is payable to State of CT):			
		Dealer Conveyance Fee (\$799.00)			\$ -
		Registration Fee (estimated, actual cost will appear on your final invoice)			\$ -
		DMV Inspection Fee (as required)			\$ -
Customer:	City of West Haven	Total Additional Fees			
FIN Code:	QK668	Total (per unit)			
VIN:		Grand Total (all)			
Quantity	1	\$ 63,187.50			

This quote valid for 30 days from the date created.

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 2306008008

Fleet Nr: 164

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2023	F-350 DRW Regular CC 4x2 (F3G) - 145" wheelbase, 60" CA	\$ 44,060.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Med Dark Slate	\$ -
3	99N	7.3L V-8 Engine	\$ -
4	44G	Transmission – Ten-Speed Automatic Transmission with Neutral Idle and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul • Transmission Power Take-Off Provision	\$ -
5	WB	145" WB, 60" CA	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	51D	Spare Tire & Wheel - delete	\$ -
12	872	Back up camera Kit	\$ 415.00
13	18B	Molded Cab Steps	\$ 320.00
14	41P	Skid Plates	\$ 100.00
15	43C	110 v / 400w Inverter	\$ 175.00
16	61L	Wheel Liners - front	\$ 180.00
17	67B	Alternator - 410 amp	\$ 115.00
18	76C	Back up Alarm	\$ 150.00
19	86M	Dual Batteries	\$ 210.00
20	TBM	AT Tires	\$ 165.00
21	X4L	4.30:1 Limited Slip Rear Axle	\$ 385.00
22	96V	XL Package includes fog lamps, bright grille and remote start	\$ 225.00
23	18Y	Upfit Interface Removal (required by Ford)	\$ (400.00)
24			\$ -
25			\$ -
<i>Total Options per Contract Price (list price)</i>			\$ 2,290.00
<i>Total Factory Options Discount (6%)</i>			\$ (137.40)
<i>Total Options per Contract Price (net price)</i>			\$ 2,152.60

Gengras Ford, LLC
 225 New Britain Avenue
 Plainville, CT 06062
 Phone: 860.727.6302
 www.gengras.com



Quote Number: 2306008008

Aftermarket Accessories				
	Vendor / Manufacturer	Hours	Description	List Price
1	Truckcraft	2.0	9' Zeus Aluminum Dump Body per the specifications on the following page	\$ 36,309.00
2	Other	2.0	Ziebart undercoating	\$ 899.00
3	Other	0.0	Weathertech Floor Mats	\$ 130.00
4	Other	1.0	Spare Fob Key	\$ 275.00
5		0.0		\$ -
6		0.0		\$ -
Total Hours		5.0		
<i>Total Aftermarket Options (list price)</i>				\$ 37,613.00
<i>Total Aftermarket Options Discount (20%)</i>				\$ (7,522.60)
<i>Total Hours x \$130 / hour rate</i>				\$ 650.00
Total Net Aftermarket Options plus Total Labor				\$ 30,740.40
Trade Allowance				
Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
<i>Total Trade in Allowance</i>				\$ -
Comments: Bailment pool pick up truck stock order placed by Gengras Ford. Chassis upfit is required before pool release to dealer.			<i>Additional fees / Charges</i>	
			State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
			Dealer Conveyance Fee (\$799.00)	\$ -
			Registration Fee (estimated, actual cost will appear on your final invoice)	\$ -
			Purchase from retail stock - charge	\$ -
			Total Additional Fees	\$ -
Customer:	City of West Haven			
FIN Code:	QK668			
VIN:				
<i>Total (per unit)</i>				\$ 76,953.00
Quantity	1			
Grand Total (all)				\$ 76,953.00

This quote valid for 30 days from the date created

TRUCKCRAFT 9' HD ZEUS ALUMINUM DUMP BODY

MODEL TC-420

REQUIRES 60" CAB @ AXLE (CA)

ONE SIZE BODY FOR F350-F550 3-4 YARD CAPACITY

STANDARD FEATURES

BRIGHT ALUMINUM CONSTRUCTION

96" WIDE X 112" LONG (9'4")

W/ 16 1/2" HIGH SIDES & 22 1/2" HIGH TAILGATE

W/ 12 CAB GUARD, W/ BARRED WINDOW

W/ 3-16" HEAT TREATED HD ALUMINUM EXTRUDED PLANK FLOOR

W/ 6061-T6 ALLOY... @ 37,000 PSI TENSILE STRENGTH

10.7 TON CAPACITY HOIST, ELECTRIC HYDRAULIC

MONARCH POWER UNIT, DOUBLE ACTING

50 DEGREE DUMP ANGLE, SCISSOR TYPE

W/ 7" ALUMINUM I-BEAM LONG RAILS

W/ BODY UP ALARM, MUD FLAPS

COMPLETE & INSTALLED

\$25,893.00

FORD INTERIM P.D.I.

OPTIONS & UPGRADES

<input checked="" type="checkbox"/> HD TOW PLATE, D RINGS, WIRING, 2" PINTLE BALL COMBO	\$1,193.00
<input checked="" type="checkbox"/> MANUAL LOAD COVER WITH MESH TARP	\$726.00
<input checked="" type="checkbox"/> (2) FOLD DOWN SIDES	\$2,526.00
<input checked="" type="checkbox"/> INSTALL FACTORY BACK-UP CAMERA	\$200.00
<input checked="" type="checkbox"/> BACK UP ALARM (IF NOT EQUIPPED FROM FACTORY) 12V ECCO MODEL SA-917 97DB	\$226.00
<input checked="" type="checkbox"/> BUYERS 8895551 DRILL FREE LIGHT BAR MOUNT, CSHML	\$500.00
<input checked="" type="checkbox"/> BUYERS 17" OCTAGNAL MINI LIGHT BAR, 8891100	\$813.00
<input checked="" type="checkbox"/> 2X BUYERS 8892802 ULTRA BRIGHT NARROW PROFILE AMBER CLEAR LED STROBE LIGHT IN GRILL, FACING FORWARD WIRED TO SAME UPFITTER SWITCH LABELED "STROBES"	\$700.00
<input checked="" type="checkbox"/> 2X BUYERS 8892810 ULTRA BRIGHT NARROW PROFILE AMBER GREEN LED STROBE LIGHT IN REAR OF BODY, FACING REAR WIRED TO SAME UPFITTER SWITCH LABELED "STROBES"	\$700.00
<input checked="" type="checkbox"/> MUDFLAPS FRONT OF TIRES WITH ANTISAIL BRACKET	\$333.00
<input checked="" type="checkbox"/> CONSPICUITY TAPE AROUND ENTIER BODY SIDES	\$166.00
<input checked="" type="checkbox"/> 3 STEP LADDER INSTALLED ON CURBSIDE WITH GRAB HANDLE ON CAB SHIELD	\$700.00
<input checked="" type="checkbox"/> READING UNDERBOX U-24, STEEL, POWDER COAT BLACK, CURBSIDE	\$1,633.00

TOTAL MSRP WITH SELECTED OPTIONS = \$ 36,309.00

Payload Analysis:

GVWR 14,000#

Curb Weight of Chassis 6276#

Weight of dump 1690#

Weight of plow 902#

Weight of 1.8yd poly empty 660#

Weight of 1.8yd salt mix 3888#

Misc Weight hitch/accessories 300#

2x Passengers/Fuel 600#

Remaining Available Payload, approx.: -366#

Gengras Ford, LLC

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Quote Number: 230607008.1

Fleet Nr: 225

Make	MY	Model	Contract Price
Ford	2023	F-250 Reg cab 4x4 (F2B) - 142" wheelbase	\$ 43,959.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Medium Dark Slate	\$ -
3	99A	6.8L DEV V8 Gas engine	\$ -
4	44F	Ten speed Automatic Trans	\$ -
5	600A	XL Package	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Fob Key - One (1 extra), (2) Fob keys total	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	67B	HD Alternator - 410 amp	\$ 115.00
12	X3E	3.73:1 Elocking Rear Axle	\$ 430.00
13	TBM	AT Tires - 17"	\$ 165.00
14	43V	110 v / 400 w Inverter	\$ 175.00
15	592	Roof Clearance Lights	\$ 95.00
16	18B	Cab Steps	\$ 320.00
17	86M	Medium-duty Battery	\$ 210.00
18	66S	Upfitter Switches	\$ 165.00
19	96V	XL Package includes fog lamps, bright grille and remote start	\$ 395.00
20			\$ -
21			\$ -
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 2,320.00
Total Factory Options Discount (6%)			\$ (139.20)
Total Options per Contract Price (net price)			\$ 2,180.80

Gengras Ford, LLC

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www.gengras.com



Quote Number: 230607008.1

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price	
1	Fisher	2.0	Fisher HDX 8' power angle snowplow. 29" sides, standard high-carbon steel cutting edge, INTENSIFIRE LED snow plow headlights, 5/8" steel cutting edges. Includes 18" rubber deflector, control cup holder mount, WINTER brand 36" plow guides, heavy-duty lift arm ram, cast iron curb guard kit.	\$ 12,200.00	
2	Buyers	0.0	Buyers or approved equal LED Fleet Series drill free light bar cab mount P/N- 8895550 and 17" Octagonal Mini Bar Light - P/N-8891100, two (2) rectangular amber LED strobes (in grille) P/N- 8892802 and in rear taillights install integral AMBER & GREEN flashing LED Lights. All wired to one (1) upfitter switch labeled "STROBES"	\$ 3,413.00	
3	WeatherTech	0.0	WeatherTech floor mats (front)	\$ 130.00	
4	Thiemann	0.0	Thiemann TT-15ET Aluminum two-piece bi-fold liftgate w camera bracket. Platform size 56x32" plus 6"	\$ 5,726.00	
5	Ziebart	2.0	Rustproofing	\$ 899.00	
6	Other	2.0	Spray in bedliner	\$ 699.00	
7	Other	1.0	Spare Fob Key	\$ 275.00	
		Total Hours	7.0		
				<i>Total Aftermarket Options (list price)</i>	\$ 23,342.00
				<i>Total Aftermarket Options Discount (20%)</i>	\$ (4,668.40)
				<i>Total Hours x \$130 / hour rate</i>	\$ 910.00
				Total Net Aftermarket Options plus Total Labor	\$ 19,583.60

Trade Allowance

Year	Make	VIN	Description / Mileage	Allowance	
				\$ -	
				\$ -	
				\$ -	
				Total Trade in Allowance	\$ -

Comments:		Additional fees / Charges	
This truck is a retail stock order and is quoted subject to prior sale. The fleet order bank is closed for the 23 MY.		State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
		Dealer Conveyance Fee (\$799.00)	\$ -
		Registration Fee (estimated)	\$ -
		Retail stock to fleet charge	\$ -
		Total Additional Fees	\$ -
Customer:	City of West Haven		
FIN Code:	QK668		
VIN:	1FTBF2BAXPEC51937		
		Total (per unit)	\$ 65,723.40
Quantity	1	Grand Total (all)	\$ 65,723.40

This quote valid for 30 days from the date created

Gengras Ford, LLC

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Quote Number: 230608007

Fleet Nr: 84

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2023	Ford Reg Cab 4x4 (F4H) - 145" Wheelbase, 60" CA	\$ 48,466.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	\$ -
3	99N	7.3L 2V Gas DEVCT NA PFI V8 - Horsepower 350 @ 3,900 RPM, Torque 468 lb/ft @ 3,900 RPM	\$ -
4	44G-73	TorqShift® Ten-Speed 10R140 with Neutral Idle Automatic with Selectable Drive Modes: Normal, Tow/Haul, Eco, Deep Sand/Snow & Slippery	\$ -
5	GVW	16,000 Lb GVW	\$ -
6	145-RC	Regular Cab - Cab to Axle 60", 145" wheelbase	\$ -
7	650A	XL Package	\$ -
8	STD	Power Equipment Group (90L) • Accessory delay • Integrated Key • Manual telescoping trailer tow mirrors with power / heated • Perimeter Anti-Theft Alarm • Power front side windows with one-touch-up/-down • Power locks • Remote Keyless Entry System • Upgraded door trim panel	\$ -
9	STD	Brake Controller	\$ -
10	STD	Spare key (1)	\$ -
11	473	Snow Plow Prep	\$ 250.00
12	76C	Exterior Back Up Alarm	\$ 140.00
13	86M	Dual Batteries	\$ 210.00
14	67B	HD Alternators - 410 amp	\$ 115.00
15	TGM	AT Tires	\$ 190.00
16	18B	Cab Steps	\$ 320.00
17	41P	Skid Plates	\$ 100.00
18	43C	110 v / 400 w Inverter	\$ 175.00
19	512	Spare Tire & Wheel	\$ 350.00
20	61L	Front Wheel Liners	\$ 180.00
21	872	Back up Camera Kit	\$ 415.00
22	96V	XL Chrome Package	\$ 225.00
23	18Y	Upfit Interface Removal (Ford forced option)	\$ (400.00)
24			\$ -
25			\$ -
			Total Options per Contract Price (list price) \$ 2,270.00
			Total Factory Options Discount (6%) \$ (136.20)
			Total Options per Contract Price (net price) \$ 2,133.80

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Quote Number: 230608007

Aftermarket Accessories				
	Vendor / Manufacturer	Hours	Description	List Price
1	Truckcraft	2.0	9' Zeus Aluminum Dump Body per the specifications on the following page	\$ 60,484.00
2	Other	2.0	Ziebart undercoating	\$ 899.00
3	Other	0.0	Weathertech Floor Mats	\$ 130.00
4	Other	1.0	Spare Fob Key	\$ 275.00
5		0.0		\$ -
6		0.0		\$ -
Total Hours		5.0		
<i>Total Aftermarket Options (list price)</i>				\$ 61,783.00
<i>Total Aftermarket Options Discount (20%)</i>				\$ (12,357.60)
<i>Total Hours x \$130 / hour rate</i>				\$ 650.00
Total Net Aftermarket Options plus Total Labor				\$ 50,080.40
Trade Allowance				
Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
Total Trade in Allowance				\$ -
Comments: This vehicle is in stock and is quoted subject to prior sale. No changes can be made to this order.			Additional fees / Charges	
			State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
			Dealer Conveyance Fee (\$799.00)	\$ -
			Registration Fee (estimated, actual cost will appear on your final invoice)	\$ -
			Purchase from retail stock - charge	\$ -
			Total Additional Fees	\$ -
Customer:	City of West Haven			
FIN Code:	QK668			
VIN:	1FDUF4HN8PED13197		Total (per unit)	\$ 100,680.20
Quantity	1		Grand Total (all)	\$ 100,680.20

This quote valid for 30 days from the date created

TRUCKCRAFT 9' HD ZEUS ALUMINUM DUMP BODY

MODEL TC-420

REQUIRES 60" CAB to AXLE (CA)

ONE SIZE BODY FOR F350-F550 3-4 YARD CAPACITY

STANDARD FEATURES

BRIGHT ALUMINUM CONSTRUCTION

96" WIDE X 112" LONG (9'4")

W/ 16 1/2" HIGH SIDES & 22 1/2" HIGH TAILGATE

W/ 1/2 CAB GUARD/ W/ BARRED WINDOW

W/ 3/16" HEAT TREATED HD ALUMINUM EXTRUDED PLANK FLOOR

W/ 6061-T6 ALLOY...@ 37,000 PSI TENSILE STRENGTH

10.7 TON CAPACITY HOIST, ELECTRIC HYDRAULIC

MONARCH POWER UNIT, DOUBLE ACTING

50 DEGREE DUMP ANGLE, SCISSOR TYPE

W/ 7" ALUMINUM I-BEAM LONG RAILS

W/ BODY UP ALARM, MUD FLAPS

COMPLETE & INSTALLED

\$25,893.00

FORD INTERIM P.D.I.

OPTIONS & UPGRADES

<input checked="" type="checkbox"/> HD TOW PLATE, D RINGS, WIRING, 2" PINTLE BALL COMBO	\$1,193.00
<input type="checkbox"/> MANUAL LOAD COVER WITH MESH TARP	\$726.00
<input checked="" type="checkbox"/> (2) FOLD DOWN SIDES	\$2,526.00
<input type="checkbox"/> INSTALL FACTORY BACK-UP CAMERA	\$200.00
<input checked="" type="checkbox"/> BACK UP ALARM (IF NOT EQUIPPED FROM FACTORY) 12V ECCO MODEL SA-917 97DB	\$226.00
<input checked="" type="checkbox"/> BUYERS 8895551 DRILL FREE LIGHT BAR MOUNT, CSHML	\$500.00
<input type="checkbox"/> BUYERS 17" OCTAGNAL MINI LIGHT BAR, 8891100	\$813.00
<input checked="" type="checkbox"/> 2X BUYERS 8892802 ULTRA BRIGHT NARROW PROFILE AMBER/CLEAR LED STROBE LIGHT IN GRILL, FACING FORWARD WIRED TO SAME UPFITTER SWITCH LABELED "STROBES"	\$700.00
<input type="checkbox"/> 2X BUYERS 8892810 ULTRA BRIGHT NARROW PROFILE AMBER/GREEN LED STROBE LIGHT IN REAR OF BODY, FACING REAR WIRED TO SAME UPFITTER SWITCH LABELED "STROBES"	\$700.00
<input type="checkbox"/> MUDFLAPS FRONT OF TIRES WITH ANTISAIL BRACKET	\$333.00
<input type="checkbox"/> CONSPICUITY TAPE AROUND ENTIER BODY SIDES	\$166.00
<input type="checkbox"/> 3 STEP LADDER INSTALLED ON CURBSIDE WITH GRAB HANDLE ON CAB SHIELD	\$700.00
<input type="checkbox"/> READING UNDERBOX U-24, STEEL, POWDER COAT BLACK, CURBSIDE	\$1,633.00
<input type="checkbox"/> 1.8 YD FISHER POLYCASTER SPEADER	\$10,900.00
<input type="checkbox"/> 9' FISHER HDX PLOW, HALOGENS, HAND HELD CONTROL	\$10,605.00
<input type="checkbox"/> UPGRADE HALOGEN HEADLIGHTS TO LEDS	\$660.00
<input type="checkbox"/> UPGRADE CUTTING EDGE FROM 1/2" TO 5/8"	\$108.00
<input type="checkbox"/> 18" RUBBER DEFLECTOR FOR HDX	\$600.00
<input type="checkbox"/> 36" FISHER PLOW GUIDES	\$210.00
<input type="checkbox"/> FISHER WINTER CUT HOLDER FOR CONTROL	\$57.00
<input type="checkbox"/> FISHER 44405 CAST IRON CURB GUARD KIT	\$375.00
<input type="checkbox"/> FISHER 43132 1 1/2" HD LIFT ARM RAM	\$660.00

TOTAL MSRP WITH SELECTED OPTIONS = \$ 60,484.00

Payload Analysis:

GVWR	16,500
Curb Weight of Chassis	6,710
Weight of dump	1,690
Weight of plow	902
Weight of 1.8yd poly empty	660
Weight of 1.8yd salt mix	3,888
Misc Weight hitch/accessories	300
2x Passengers/Fuel	600
Remaining Available Payload, approx.:	1,750

TEMPORARY STAFFING SERVICES

- Engaged with Robert Half International to address immediate needs within COWH Finance Department
- Utilizing existing National Contract through HGAC (Houston-Galveston Area Council) contract #TS06-21
- Current positions include Budget Analyst, ARPA accountant, and Risk Manager
- Initial spend set to limit at \$200,000
- General Conditions of Assignment attached



GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

Scope of Assignment	<p>Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. Unless otherwise agreed to in writing by <i>Robert Half</i>, you will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional.</p> <p>Since <i>Robert Half</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Robert Half</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Robert Half</i> on any document or to sign their own names on financial statements or tax returns.</p>
Client's Responsibility	<p>You shall not permit or require our professional to make any management decisions on your behalf.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Robert Half</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.</p> <p><i>Cash Handling and Other Financial Transactions and Activities:</i> If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.</p> <p><i>Workplace Safety:</i> It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments.</p> <p><i>Government Contracts:</i> If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional.</p> <p><i>Operation of Vehicles and Equipment:</i> It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p><i>Claims:</i> It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Remote Work	<p>You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or <i>Robert Half</i> (collectively, the "Equipment"). In such case, you acknowledge and agree that <i>Robert Half</i> shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.</p>

Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial or accounting services performed, or software developed, for you. Under no circumstances are we liable for any special, incidental, exemplary, indirect damages, lost profits or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. Our liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by you to us for the services that are the subject of the claim, regardless of the basis on which you are entitled to claim damages from us (including, but not limited to, fundamental breach, negligence, misrepresentation, or other contract or tort claim).</p>
Insurance	<p>In addition to workers' compensation insurance for our professional, we also maintain commercial liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00700-0012740171

Date: 08-07-2023

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half*. Our professional for this assignment of [REDACTED] is [REDACTED]. The assignment will start on 08-07-2023. As agreed or otherwise communicated, we will invoice your firm at the rate of [REDACTED] per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Robert Half* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

Guarantee	<i>Robert Half</i> guarantees your satisfaction with our professional's services by extending to you a two-day (16 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, <i>Robert Half</i> will not charge for the first sixteen hours of work by the professional, provided that <i>Robert Half</i> is allowed to replace the professional. Unless you contact us before the end of the first sixteen hours guarantee period, you agree that our professional is satisfactory.						
Time Report	Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. Because <i>Robert Half</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.						
Overtime	Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.						
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal a percentage of the professional's annual starting salary, as follows:</p> <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 40px;">Hours Billed</td> <td>Conversion Fee</td> </tr> <tr> <td>0 - 1560</td> <td>Case-by-case</td> </tr> <tr> <td>1560+</td> <td>No conversion fee</td> </tr> </table> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>	Hours Billed	Conversion Fee	0 - 1560	Case-by-case	1560+	No conversion fee
Hours Billed	Conversion Fee						
0 - 1560	Case-by-case						
1560+	No conversion fee						
Employment Taxes and Withholdings	<i>Robert Half</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.						
General Conditions	<p><i>Robert Half</i> may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. <i>Robert Half</i> may also increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the technology fees and/or increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half</i> specifies.</p> <p>A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.</p>						

Job Order: 00700-0012740171

Date: 08-07-2023

DEPT PUBLIC WORKS USED RUBBISH TRUCK

- Replaces existing trash truck 18WN.
- Purchase needs to happen immediately due to lack of availability
- Vendor is a local company that has done business with the City in the past, including the build out for the Sewer Vac truck previously brought before MARB
- Quote for truck is attached – 2017 Freightliner 18 yard Rear Loader
- Funding source is from a combination of the 2022 Bond account and money from the CT State “Nip Bottle” program.



QUOTE



Date: August 17, 2023

Doug Gregory (2)

Phone 203-627-0617

doug@sanitaryequipment.com

Ref #

Quote for:

Robert A. Orifice Sr
City of West Haven
1 Collis Street
West Haven, CT 06516

Subject:

18 Yard Leach Alpha Rear Loader

Line	QTY	DESCRIPTION	AMOUNT
1.)	1.00	2017 Freightliner M2 / Leach 18 Yard Alpha III Rear Loader Refuse Body	\$114,200.00
2.)	1.00	Complete Mount @ SECI In West Haven Location	Included
3.)		Semi Automatic Cycling	Included
4.)	1.00	Auto-Trans Hot Shift wP20 Pump	Included
5.)		LED Stop/Tail/Turn - Including Mid Body Back Up Lights	Included
6.)		LED All Body Lights Including Reverse and License Plate	Included
7.)		Side Door with Safety Shut Down Interlock Switch	Included
8.)		Contractor's Heavy Duty Package	Included
9.)		Curved Shell Sides Body Design	Included
10.)		(4) HD packing & Slide Cylinders Inside Hopper	Included
11.)		Rear Riding Steps	Included
12.)	1.00	Body Painted White to Match Cab	Included
13.)		90 Day Body Warranty	Included
14.)	1.00	Complete Body Under Coated	Included
15.)		Dual Hopper Work Lights with Brush Guards	Included
16.)	1.00	(2) LED Front & Rear Strobe Lights	Included
17.)	1.00	Third Eye Color Back Up Camera System	Included
18.)	1.00	Change Hydraulic Oil and Filter and Flush System	Included
19.)		Freight to SECI	Included
20.)			
21.)			
22.)			
23.)			
24.)			
	QTY	** OPTIONS AVAILABLE **	
		Unless a QTY is entered on the left, the items below are an ADDITIONAL COST	
25.)	1.00	(1) New Mounted Perkins Barrel Dumper with Three Year Warranty	\$7,800.00
26.)	1.00	2017 Freightliner M2 with Cummins 330HP & Allison 3000	
27.)		Transmission, 98,000 Miles.	
28.)			
29.)			

SUBTOTAL w/ SELECTED OPTIONS \$ 122,000.00

QUOTE NOTES:

Thank You for the Opportunity to Quote our Products and Services

TAX RATE	
SALES TAX	\$ -
	\$ -
	\$ -
TOTAL	\$ 122,000.00

If This proposal is Accepted Please Sign Below and Fax Back

Accepted By: _____ Company: _____ Date: _____

Thank you, for the opportunity to quote you on your service needs

West Haven BOE
Contract With Winkle Bus Company
Will be provided Separately