



FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information:	
Person Completing Document:	Kim Allen (Director of Finance)
Municipality Name:	TOWN OF WATERFORD
Town CEO Name:	Robert J. Brule
Town CEO Title (ie. Mayor):	First Selectman

*Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"

Point of Contact Information:	
POC Name & Title:	Steve Sinagra, Emergency Services Dir
Address:	15 Rope Ferry Road
Email:	ssinagra@waterfordct.org
Phone:	860-442-9585
Fax:	860-442-5327



FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT
CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement.

Instructions for: TOWN OF WATERFORD

Received by: Kim Allen (Director of Finance)

For the MOA:

- ☐ A municipal point of contact has been identified (p. 1 and 10).
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

☐ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2022 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Mark Paquette, Southeastern CT COG, Region 4 Fiduciary at: mpaquette@seccog.org

Instructions for the Southeastern CT COG as
Regional Fiduciary

Received by: _____

Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2023**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF WATERFORD, the Southeastern CT COG (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2022 State Homeland Security Grant Program (SHSGP), Award No. EMW-2022-SS-00057. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2022 SHSGP in the total amount of \$2,188,219.24 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Medical Preparation and Response; 6. Citizen Corps, Program; 7. Enhancing Cybersecurity*; 8. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants); 9. Combating Domestic Violent Extremism*; 10. Enhancing election security* (allocation included in REPT subgrants); and 11. Enhancing Community Preparedness and Resilience* (*denotes National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF WATERFORD – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. TOWN OF WATERFORD is eligible to participate in those Federal Fiscal Year 2022 SHSGP regional allocations made through the Region 4 REPT in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and TOWN OF WATERFORD enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of TOWN OF WATERFORD and allowing DESPP/DEMHS to retain and administer grant funds provided under 2022 SHSGP for the eleven regional set-aside projects listed above, and also for The Southeastern CT COG to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF WATERFORD Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$2,188,219.24 in furtherance of the eleven regional set-aside projects listed above.
TOWN OF WATERFORD agrees to allow DESPP/DEMHS to provide financial and programmatic oversight of the \$2,188,219.24 for the purpose of supporting the allocations and uses of funds under the

2022 SHSGP consistent with the 2022 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF WATERFORD agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Southeastern CT COG and TOWN OF WATERFORD Responsibilities.

TOWN OF WATERFORD also agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2022 regional allocation in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF WATERFORD, the Southeastern CT COG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF WATERFORD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF WATERFORD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF WATERFORD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2022 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 1 municipalities if requested.
6. The Southeastern CT COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2022;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT COG (Fiduciary), and TOWN OF WATERFORD, enter into Part II of this MOA regarding asset(s) for which TOWN OF WATERFORD agrees to be the custodial owner, and which are described in the approved 2022 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT COG which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF WATERFORD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF WATERFORD agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF WATERFORD.

4. Responsibilities of Custodial Owner

TOWN OF WATERFORD understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF WATERFORD agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF WATERFORD's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF WATERFORD shall conform to the manufacturer's recommendations. If appropriate, TOWN OF WATERFORD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF WATERFORD performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF WATERFORD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4

6. Assignment of Asset(s).

If TOWN OF WATERFORD does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

7. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

8. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF WATERFORD is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

9. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

TOWN OF WATERFORD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

10. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS**Name & Title:** Deputy Commissioner Brenda M. Bergeron**Address:** 1111 Country Club Road, Middletown, CT 06457**Emails:** brenda.bergeron@ct.gov and**Phone:** 860-685-8531

DEMHS.HSGP@ct.gov

Fax: 860-685-8551**2. The Point of Contact for**

(Please fill in the following fields)

TOWN OF WATERFORD

Name & Title: Steve Sinagra, Emergency Services**Address:** 15 Rope Ferry Road**Email Address:****Phone:** 860-442-9585

ssinagra@waterfordct.org

Fax: 860-442-5327

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF WATERFORD

By: _____

Date: _____

Its Chief Executive Officer
Duly Authorized

Typed Name & Title: Robert J. Brule

First Selectman

THE Southeastern CT COG, as fiduciary agent By: _____

Date: _____

Its Chief Executive Officer
Duly Authorized
Typed Name _____DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____

Date: _____

Brenda M. Bergeron

Duly Authorized

MEMORANDUM OF AGREEMENT
REGARDING USE OF
FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION 4

AMENDMENT TO APPENDIX A
FOR THE

Equipment Description

THE

By:

Its Chief Executive Officer Duly Authorized

Date:

Typed Name & Title: Robert J. Brule

First Selectman

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By:

Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date:



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY
APPENDIX B**



State of Connecticut General Terms and Conditions

SECTION 1: Audits

- 1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 2: Access to Contract and State Data.

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

SECTION 3: Forum and Choice of Law.

- 3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

- 4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

- 6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 6.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

- 7.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 8: Summary of State Ethics Laws.

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

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

SECTION 10: Campaign Contribution Restriction.

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a *comprehensive data - security program* for the protection of Confidential Information. *The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:*
- 11.2.1 *A security policy for employees related to the storage, access and transportation of data containing Confidential Information;*
 - 11.2.2 *Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;*
 - 11.2.3 *A process for reviewing policies and security measures at least annually*
 - 11.2.4 *Creating secure access controls to Confidential Information, including but not limited to passwords; and*
 - 11.2.5 *Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.*
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 12: Executive Orders and Other Enactments.

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 13.1.9 "minority business enterprise" means any small contractor or supplier of

materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

13.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

13.2 (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such

information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

SECTION 14: Iran Investment Energy Certification.

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

SECTION 15: Consulting Agreement Representation.

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES: _____
Name of Former State Agency Termination Date of Employment

SECTION 16: Large State Contract Representation for Contractor.

- 16.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- 16.2 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- 16.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

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

SECTION 18: Call Center and Customer Service Work.

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds *customer service employees who will perform work pursuant to this Contract*, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

Appendix C

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Elv America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "[Buy America](#)" Preference in FEMA Financial Assistance Programs for Infrastructure | [FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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2/6/2023	BOE	CIP	20560-55020	CLARK LANE MIDDLE SCHOOL CHILLER REPLACEMENT	802,000	802,000	-	-	-	New Project approved by RTM. Cooperative purchasing to be used to award contract.	4/17/2023
7/1/2017	BOE	CNR	20560-57822	IT LEARNING BOARDS-END OF LIFE	678,111	14,912	-	-	663,199	Appropriation just approved for the final school.	4/17/2023
7/1/2019	BOE	CNR	20560-57828	QH 1-YEAR RETRO COMMISSIONING	30,000	-	30,000	-	-	Plan is for work to start over summer 2023.	4/17/2023
7/1/2019	BOE	CNR	20560-57833	TENNIS COURTS	52,300	-	52,300	-	-	A full tear and replace is needed. Request for future plan to be included with capital budget request.	4/17/2023
7/1/2020	BOE	CNR	20560-57842	SCHOOL SECURITY	100,000	32,175	-	-	67,825	Will submit a joint request for town and school security upgrades.	4/17/2023
7/1/2016	EMERGENCY MGMT	CNR	20522-57794	MOBILE & PORTABLE RADIO REPLACEMENT PROGRAM	1,261,261	239,729	0	218,549	521,095	Chief of Police, Emergency Operations Manager and Fire Services Administrator working to review all town radios and needs. PO issued for fire department radio replacements.	4/13/2023
7/1/2019	FACILITIES	CIP	31120-55851	ADA IMPROVEMENTS PD	87,000	66,200	0	20,800	0	Town's on-call engineer preparing scope of work for bid preparation. Bid to be distributed in April 2023.	4/6/2023
7/1/2020	FACILITIES	CIP	31121-55851	ADA IMPROVEMENTS YSB	80,700	51,561	0	24,500	4,639	Town's on-call engineer preparing scope of work for bid preparation. Bid to be distributed in April 2023.	4/6/2023
7/1/2021	FACILITIES	CIP	31122-57857	CIVIC TRIANGLE UPGRADES	150,000	523	0	20,981	128,496	Contract awarded to Kent and Forest. Bids are due on 4/29/23.	4/17/2023
7/1/2022	FACILITIES	CIP	31123-55905	JUST REPLACEMENT (LIBRARY & PUBLIC SAFETY)	420,000	389,000	0	13,010	17,990	Library - Design completed and going to bid in July 2023. Public Safety - Internal tank ordered.	4/6/2023
7/1/2022	FACILITIES	CIP	31123-55904	JUST REPLACEMENT (EUGENE O'NEILL)	260,000	244,681	0	0	15,319	Part 1 (tank removal - completed). Part 2 (tank installation - internal tank installed. Billing out removal of old external tank).	4/6/2023
7/1/2021	FACILITIES	CIP	31122-55919	UNDERGROUND TANK REPLACEMENT (POLICE DEPT)	250,000	1,633	0	215,181	33,185	The new gas line is installed. New burner is installed. May construction to remove old tank.	4/6/2023
7/1/2021	FACILITIES	CIP	31122-55892	AC UNIT REPLACEMENT AT EMERGENCY RADIO SITES	60,500	13,911	0	40,800	5,789	Contract awarded. Delivery of unit expected in late June 2023.	4/6/2023
7/1/2019	FACILITIES	CIP	31120-55852	TOWN HALL BATHROOMS	87,500	72,910	0	3,140	4,050	Contract awarded 4/18/23. Meeting with contract to set schedule.	4/6/2023
7/1/2016	FACILITIES	CIP	31117-55803	PARKING LOT - YOUTH SERVICES	300,000	292,800	0	0	7,200	Parking lot to be resurfaced and relined summer 2023. Curbing to be completed internally by staff.	4/6/2023
7/1/2017	FACILITIES	CIP	31118-55803	PARKING LOT - YSB & POLICE	195,320	138,320	0	0	57,000	Parking lot to be resurfaced and relined summer 2023. Curbing to be completed internally by staff.	4/6/2023
7/1/2021	FACILITIES	CIP/ARPA	31122-55893	EUGENE O'NEILL MANSION ROOF REPLACEMENT (co-funded with Eugene O'Neill)	60,768	36,818	0	14,550	9,400	Architect firm selected to submit a list of options for bidding. Concept/Contract to be awarded late May 2023 and work to begin in the Fall 2023.	4/6/2023
2/7/2021	FACILITIES	CNR	20511-57872	ROOF & HVAC REPLACEMENT OF PUBLIC SAFETY BUILDING	409,400	114,313	0	79,200	198,300	New roof and lightning protection complete. New HVAC unit delivery delayed to June 2023.	4/6/2023

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2/7/2021	FACILITIES	CNR	20511-57874	RECONDITION ELEVATORS (TOWN HALL & YSB)	282,350	282,350	0	249,965	0	Project currently with legal.	4/6/2023
11/9/2022	FACILITIES	CNR	20511-57879	TOWN HALL BATHROOMS	237,090	236,871	0	0	219	Contract awarded 4/18/23. Meeting with contract to set schedule.	4/6/2023
8/9/2021	FACILITIES	CNR	20511-57839	TOWN HALL EMERGENCY EGRESS	46,000	41,275	0	0	4,725	Work estimates are much higher than approved budget. Director reviewing plan and how to move forward.	4/6/2023
7/1/2021	FACILITIES	CNR	20511-57866	TOWN HALL FRONT DOOR	35,000	18,386	-	12,148	4,467	Materials ordered. Should arrive in early May. BOE staff to install.	4/6/2023
7/1/2021	FINANCE	CIP	30716-55793	FINANCIAL SOFTWARE UPGRADE	170,000	9,692	0	2,800	157,508	New virtual servers installed. Upgrade completed and staff are currently testing new version before going live in June 2023.	4/13/2023
7/1/2022	FIRE	CIP	32323-55900	COHANZIE EMERGENCY GENERATOR	55,000	55,000	0	0	0	Contract Award request going before the BOS on 4/18/23.	4/13/2023
7/1/2019	FIRE	CNR	20523-57792	OSWEGATCHIE FIRE BUILDING IMPROVEMENTS	360,000	212,500	-	-	47,500	Project being discussed at RTM Ad Hoc Committee.	4/13/2023
7/1/2019	FIRE	CNR	20523-57836	FIRE SERVICES CARPET REPLACEMENT (PUBLIC SAFETY BUILDING)	30,000	-	30,000	-	-	Mystic Air Quality report completed. A larger scope plan will be submitted with a plan to remove the asbestos and replace carpet.	4/13/2023
7/1/2019	FIRE	CNR	20523-57838	FIRE SERVICES PRE EMPTION LIGHT REPAIRS	50,000	-	50,000	-	-	Cost estimates are higher than budgeted amount. Reviewing plans for moving forward.	4/13/2023
7/1/2019	FIRE/PUBLIC WORKS	CNR	20523-57791	JORDAN TRAFFIC LIGHT UPGRADE	25,000	-	25,000	-	-	OPW & Fire Services working to complete plan for project.	4/18/2023
8/3/2022	IT	ARPA	23507-55016	Broadband/Security Upgrades at Pump Stations	680,322	680,322	0	0	5,574	WUC has requested project be discontinued and funds allocated. Request being reviewed.	4/13/2023
2/6/2023	IT	CIP	34723-55021	AUDITORIUM MEETING ROOM	272,000	272,000	-	-	-	Preparing bid documents for distribution.	4/13/2023
7/1/2020	IT	CNR	20547-57846	FIBER UPGRADE (Priority 1)	28,000	5,179	22,620	0	201	Bids rejected. Need more information on conduit that will be used. Conduit was identified and now it needs to be cleaned. Plan to clean during pond dredging project to allow one removal of all materials at once.	4/13/2023
7/1/2021	IT	CNR	20547-57860	PHONE SYSTEM UPGRADE (SOFTWARE & HARDWARE) (Priority 4)	16,000	0	16,000	0	0	Equipment is at end of life and is becoming a higher priority. Will request additional funds as part of the Town/BOE joint security project as it includes panic buttons through the system.	4/13/2023
7/1/2021	IT	CNR	20547-57847	TOWN WIDE CAMERA SYSTEM (Priority 5)	85,000	0	85,000	0	0	On hold as the fiber upgrade project needs to be completed before the cameras can be installed as they need the fiber upgrade for live viewing.	4/13/2023

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7/1/2021	LIBRARY	CNR	10140-57848	LIBRARY HVAC UPGRADE	1,091,200	0	1,091,200	0	0	Contract for project signed by the state and now DPW working with Library on schedule to complete work.	4/13/2023
8/3/2022	PLANNING	ARPA	23507-58021	ECONOMIC ASSISTANCE TO SMALL BUSINESSES	300,000	177,254	0	0	122,746	First round of awards distributed. Second round goes before the EDC on 4/20/23.	4/13/2023
4/1/2022	PLANNING	ARPA	23507-55018	CIVIC TRIANGLE	950,000	917,297	0	0	32,703	Contract awarded to Kent and Forest. Bids are due on 4/29/23.	4/13/2023
7/1/2022	PLANNING	CIP	31123-57857	CIVIC TRIANGLE UPGRADES	246,209	178,819	0	67,390	0	All permits received for dredging. Work to begin after bids reviewed and contract awarded.	4/13/2023
7/1/2019	PLANNING	CNR	20511-57840	POCD	100,000	0	0	59,812	40,188	Contract awarded to consultant. Public Surveys and meetings completed. Draft is now being completed for review.	4/13/2023
7/1/2019	PLANNING	CNR	20511-57767	NEVINS COTTAGE	152,000	20,715	100,000	0	31,285	Reviewing possibility of grants and donations for renovations.	4/13/2023
7/1/2019	PLANNING	CNR	20541-57328	ALEWIFE COVE	37,500	0	37,500	0	0	Funds to be used to fund study through the Alewife Cove Conservancy Committee.	4/13/2023
7/1/2021	POLICE	CIP	32922-55878	IMPOUND YARD IMPROVEMENTS	28,500	301	0	12,115	16,084	Work completed except for installation of new lights. Expected to be completed by beginning of May 2023.	4/6/2023
7/1/2019	POLICE	CIP	32920-55846	POLICY DIRECTIVES REVAMP	30,000	0	0	0	30,000	Project complete and can be closed.	4/6/2023
2/6/2023	POLICE	CNR	20529-57458	EVIDENCE ROOM & ARMORY UPDATE/RENOVATE	86,016	86,016	0	39,307	34,100	Materials ordered. Project to begin by end of April.	4/6/2023
7/1/2019	PUBLIC WORKS	CIP	33020-55850	CROSS ROAD	2,754,000	2,754,000	-	162,808	1,782,093	Project Completed. Awaiting final paperwork signoff and final payment.	4/6/2023
7/1/2020	PUBLIC WORKS	CIP	33021-55867	REMOVE 1ST COHANZIE FIRE	337,500	937	-	27,799	308,764	Tank removed. Some contaminated soils found. Wells to be drilled by end of April for water testing.	4/6/2023
7/1/2021	PUBLIC WORKS	CIP	33022-55891	Transfer Station (Scale & Scale House)	106,548	225	0	19,326	86,997	Scale installed. Working on preparing bid for scale house to become new Capital Project request.	4/6/2023
11/9/2022	PUBLIC WORKS	CNR	20550-57880	PAVING PROJECTS (Niantic River Road, Oil Mill Road, Shore Road, New Shore Road)	1,762,736	1,762,736	0	0	0	State pricing opened in April. Working with WUC on timeline to complete water connections before paving.	4/6/2023
7/1/2021	PUBLIC WORKS	CNR	20511-57856	JORDAN VILLAGE SIDEWALKS	404,000	82,059	0	21,601	299,790	Sidewalks completed. Seeding still outstanding to be completed in May 2023.	4/6/2023
6/6/2022	PUBLIC WORKS (Priority 1)	CNR	20511-57876	Southwest School Underground Tank Removal	155,000	117,500	0	25,002	12,498	Project bid distributed.	4/6/2023
8/3/2022	PUBLIC WORKS (Priority 3)	ARPA	23507-58022	EUGENE O'NEILL THEATER	588,765	588,765	0	1,500	60,148	Architect firm selected to submit a list of options for bidding. Concept/Contract to be awarded late May 2023 and work to begin in the Fall 2023.	4/6/2023

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7/1/2022	PUBLIC WORKS (Priority 5)	CIP	33023-55902	PAVING: EVERSOURCE AFFECTED 2 (Kingfisher Way, Woodlawn Ave, Sandy Hollow Drive, Mackenzie Road, Kestrel Lane)	325,915	325,915	0	0	0	Work to begin in Spring 2023 after water connections are completed.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 7)	CIP	33023-55901	SANDY HOLLOW & SHORE ROADS CONCRETE CURB REPLACEMENT	219,300	208,800	-	-	10,500	Bid distributed.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 7)	CIP/LoCIP	33022-55882	SEAWALK REPLACEMENT: Norman/Concrete Panels	80,100	60,678	0	2,450	16,972	Bid distributed.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 7)	CIP/LoCIP	33022-55883	SEAWALK REPLACEMENT: William Street/Concrete Sidewalk	42,300	32,732	0	452	9,116	Bid distributed.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 7)	CIP/LoCIP	33022-55884	SEAWALK REPLACEMENT: Summer Street/Concrete Sidewalk	33,420	25,874	0	450	7,096	Bid distributed.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 7)	CIP/LoCIP	33022-55885	SEAWALK REPLACEMENT: David Street/Concrete Sidewalk	43,680	43,680	0	450	9,116	Bid distributed.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 7)	CNR	20530-57867	NIANTIC RIVER SIDEWALK PLAN	35,000	0	0	5,000	30,000	Using on-call engineer to perform services. Plan due to be completed in early summer 2023.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 8)	CNR	20530-57868	BRIDGE ENGINEERING PLAN	35,000	0	0	29,750	5,250	Using on-call engineer to perform services. Waiting for low flows to review sites and begin plan.	4/6/2023
7/1/2022	PUBLIC WORKS (Priority 8)	CNR	20530-57869	CROSS ROAD TRAFFIC SIGNAL STUDY	20,000	20,000	0	0	0	On hold pending economic development of airport property. Working with Planning Director to develop scope of work to move forward.	4/6/2023
7/1/2022	PUBLIC WORKS/ FACILITIES (Priority 6)	CNR	20511-57871	PUBLIC SAFETY BLDG HVAC	62,045	0	62,045	0	0	Scope of services being prepared for bid distribution.	4/6/2023
7/1/2022	PUBLIC WORKS/ PLANNING	CNR	20511-57870	MAGO POINT IMPROVEMENTS	400,000	0	400,000	0	0	Updated plan & cost estimate required before the State will sign the Joint Care & Service agreement.	4/13/2023
7/1/2022	REC&PARK	CIP	33723-55838	CHILDREN'S PLAYGROUND EQUIPMENT	40,000	40,000	0	0	0	CIP funds will be joined with Contributed Gift Fund to complete project (\$50,486). Project to be completed with Civic Triangle to ensure park integrates into overall plan. Received \$10,000 Gardiner donation in FY23 and expect one more donation of \$10,000 in FY24.	4/13/2023
7/1/2022	REC&PARK	CIP	33722-55896	EQUIPMENT STORAGE PLAN	21,000	4,250	0	16,750	0	PO issued to vendor to complete plan. Once plan is available, a new project request will be submitted in FY25.	4/13/2023
7/1/2022	REC&PARK	CIP	33719-55822	LEARY PARK IRRIGATION	47,300	47,300	0	0	0	Project on hold as Department Director has set the basketball court repairs as a higher priority.	4/13/2023
7/1/2022	REC&PARK	CIP	33719-55835	VETERAN'S FIELD IRRIGATION	13,700	13,700	0	0	0	Project on hold as Department Director has set the basketball court repairs as a higher priority.	4/13/2023
7/1/2022	REC&PARK	CIP	33720-55854	LEARY BASKETBALL COURT REPAIRS	55,000	55,000	0	0	0	Cost estimates are higher than budgeted amount. Reviewing plans for repairs.	4/13/2023

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DATE APPROVED	DEPARTMENT	SOURCE	LINE ITEM	DESCRIPTION	APPROVED BUDGET	AMOUNT APPROPRIATED/ AVAILABLE	AMOUNT DESIGNATED	AMOUNT ENCUMBERED	AMOUNT EXPENDED	COMMENTS	DATE UPDATED
7/1/2019	REC&PARK	CIP	33720-55855	TOWN HALL BASKETBALL COURT REPAIRS	16,000	16,000	0	0	0	Cost estimates are higher than budgeted amount. Reviewing plans for repairs.	4/13/2023
10/3/2022	REC&PARK	CNR	20537-57878	REPAIR PLEASURE BEACH WALKWAY	21,236	0	0	21,236	0	Department priority. Working with on-call engineer to draft plan for walkway so that a permit can be requested and work begun.	4/13/2023
	REC&PARK	CNR	20537-57735	LEARY PARK ROAD/PARKING LOT	20,000	0	20,000	0	0	On hold. To be completed after Leary Park Irrigation Project.	4/13/2023
8/3/2022	WUC	ARPA	23507-55012	OLD NORWICH PS UPGRADE	1,097,939	1,097,939	0	72,013	54,362	Bids received above approved budget. Project to be rebid.	4/6/2023
8/3/2022	WUC	ARPA	23507-55014	FARGO LANE WATER TOWER	1,200,000	1,141,000	0	33,200	25,800	Bid specs completed and forwarded to purchasing for bid preparation.	3/14/2023
8/3/2022	WUC	ARPA	23507-55013	GORMAN-RUPP CONTROL PANELS	163,750	-	0	49,908	113,842	Work in progress. Dock Rd, Richards Grove Rd, Old Barry Rd, Quaker Hill Ctr and Oil Mill are completed. Oswegatchie being done and Outstanding stations are Shore Rd, Niantic River Rd and Ridgewood Ave. WUC staff performing all work.	4/6/2023
7/1/2020	WUC	CIP	33121-55871	EVERGREEN PUMP STATION (4TH PUMP INSTALLATION)	375,000	4,700	0	67,591	302,709	Final items to complete - remove stains from previous leaks and remove debris. Contract requires town to hold retainage and keep project open for 1 year.	4/6/2023
2/6/2023	WUC	CIP	33123-55019	CONTRACT #1 SEWER INTERCEPTOR EASEMENT ACCESS	250,000	250,000	0	0	0	Received 11 proposals. Contract recommendation to BOB on 4/18/23.	4/6/2023
7/1/2021	WUC	CIP	33122-55894	CONTROL PANEL RETRO-FIT (GORMAN-RUPP STATION)	30,000	30,000	0	0	0	Work to include replacing existing pump control panels at 18 stations. Work ongoing.	3/14/2023
7/1/2021	WUC	CIP	33122-55895	ROOF & SIDING REPLACEMENT	50,000	0	0	0	50,000	Work complete at Bolles Ct, Niantic River Road, Shore Rd, Dock Rd, Mago Point, and Waterford Village. Work ongoing at other stations to be completed in Spring 2023. Stony Brook & Seaside next.	4/6/2023
7/1/2022	WUC	CIP	33123-55895	ROOF & SIDING REPLACEMENT	50,000	44,848	0	0	5,152	Work complete at Bolles Ct, Niantic River Road, Shore Rd, Dock Rd, Mago Point, and Waterford Village. Work ongoing at other stations to be completed in Spring 2023. Stony Brook & Seaside next.	4/6/2023
7/1/2022	WUC	CIP	33123-55906	NEW BILLING SOFTWARE	130,000	26,154	0	12,164	91,682	Go live for April billing.	4/6/2023
7/1/2020	WUC	CNR	20531-57816	OLD NORWICH/EVERGREEN & HARVEY PUMP STATION REHABS	506,000	5,438	0	5,408	495,164	Project completed. Must remain open for retainage requirements.	4/6/2023

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7/1/2014	WUC	CNR	20531-55771	HARVEY AVENUE PUMP STATION REHAB	1,083,000	504	-	-	1,082,496	All pumps, drives and motor control center replaced. Remaining funds to be used for the replacement of a condenser coil which is currently backordered.	3/14/2023
7/1/2018	WUC	CNR	20531-57685	MITIGATION & CONTROL	388,303	310,986	-	1,078	76,239	Continuous I/I mitigation program. I/I locations are continually assessed and deficiencies are addressed/repaired during the Spring. Bid awarded to HGAC for Trenchless Pipeline Rehab Services.	3/14/2023