

Karen DuBois-Walton, Ph.D.
President

#### **AGENDA**

REGULAR MEETING OF THE BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE CITY OF NEW HAVEN 360 ORANGE STREET NEW HAVEN CT 06511 TUESDAY, MAY 16TH, 2023 at 4:00 P.M.

https://v.ringcentral.com/join/215683616 Dial: 1-650-419-1505

Access Code / Meeting ID: 215 683 616

- 1. Roll Call
- **2.** Approval of the Minutes from April 18<sup>th</sup>, 2023
- **3.** Bills and Communications
- **4.** Public Comments (3 Minutes per Individual /15 Minutes per Group)
- **5.** President's Report

#### **ACTION ITEMS**

#### FINANCE COMMITTEE:

- 1. **Resolution 05-29/23-R;** Approving the FYE 2022 Audited Consolidated Financial Statements for the Housing Authority of the City of New Haven, D/B/A Elm City Communities
- 2. **Resolution 05-30/23-R;** Resolution Authorizing the Write-Off of Accounts Receivable of Former ECC/HANH Tenants of the Federal Public Housing Program Financial Statement Reporting Purposes

#### **P&D COMMITTEE:**

- 3. **Resolution 05-31/23-R**; Resolution Authorizing Change Order #13 to A. Prete Construction Company, Inc. for Crawford Manor Health & Safety Contract Emergency Lighting Replacement in the Amount Not to Exceed \$18,000 bringing the adjusted contract value from \$3,992,269.38 to \$4,010,269.38
- 4. **Resolution 05-32/23-R**; Resolution Authorizing Contract Award to Advance Security Integration, LLC D/B/A Security 101 for Comprehensive Security Camera Upgrades at George Crawford Manor in an Amount Not to Exceed \$272,586.92
- 5. **Resolution 05-33/23-R**; Resolution Authorizing Contract Award to Advance Security Integration, LLC D/B/A Security 101 for Comprehensive Security Camera Upgrades at Robert T. Wolfe in an Amount Not to Exceed \$166,921.44
- 6. **Resolution 05-34/23-R**; Resolution Authorizing A Predevelopment Loan Agreement Between The Housing Authority Of The City Of New Haven (The "Authority") And The Glendower Group, Inc. Or An Affiliate Thereof For Certain Qualified Predevelopment Expenses For St. Luke's Redevelopment In An Amount Not To Exceed \$1,237,610 For The Period Commencing June 1, 2023 And Ending December 31, 2024

#### **SERVICES COMMITTEE:**

- 7. **Resolution 05-35/23-R**; Authorizing Contract with 22nd Century Technologies, Inc for Temporary Staffing for several positions to include Administrative, Maintenance and Higher-Level Staffing services to HANH, Glendower and 360 Management Group for 1 year with an option for 4 additional one-year extensions. The amount of the contract is not to exceed \$1,102,894.00 beginning May 17, 2023 through May 16, 2024
- 8. **Resolution 05-36/23-R**; Authorizing Contract With Reitman Personnel for Temporary Staffing For Several Positions To Include Administrative, Maintenance and Higher-Level Staffing Services To HANH, Glendower and 360 Management Group For 1 Year With An Option For 4 Additional One-Year Extensions. The amount of the contract is not to exceed \$1,249,807.00 beginning May 17, 2023 through May 16, 2024
- 9. **Resolution 05-37/23-R**; Approval To Correct The Fiscal Impact On Resolution #09-81/20-R With Corporate Benefits Consultants For Broker/Agent of Record /Consultant Services To Reflect \$90,000
- 10. **Resolution 05-38/23-R**; Resolution Authorizing The Memorandum Of Agreement With Leadership, Education And Athletics In Partnership, Inc. ("LEAP") To Establish A Use Agreement For 74 Wayfarer Street Beginning June 5, 2023 And Ending August 5, 2023 To House LEAP, Inc. Summer Youth Counselors Providing Service To ECC/HANH Youth Residing At Westville Manor
- 11. **Resolution 05-39/23-R**; Resolution Authorizing Change Order Number Four (4) in the amount of \$25,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to \$254,998.11
- 12. **Resolution 05-40/23-R**; Resolution Authorizing A Memorandum Of Agreement With Connecticut Balance Of State And Its Member Agencies To Provide Stability Vouchers In An Effort To Prevent And End Homelessness

#### **ADJOURNMENT**

#### **MINUTES**

# REGULAR MEETING OF THE BOARD OF COMMISSIONERS HOUSING AUTHORITY OF THE CITY OF NEW HAVEN 360 ORANGE STREET NEW HAVEN CT 06511 TUESDAY, APRIL $18^{\mathrm{TH}}$ 2023 at 4:00 P.M.

Those present included:
William Kilpatrick, Chairman
Alberta Witherspoon, Commissioner
Danya Keene, Commissioner
Karen DuBois-Walton, Secretary
Shenae Draughn
John Rafferty
Rolan Joni Young, McCarter & English LLP
Various staff and public attendees via RingCentral

The Regular Meeting of the Board of Commissioners of the Housing Authority of New Haven was called to order at 4:00 p.m.

At Roll Call, Karen DuBois-Walton was present in person in the boardroom along with Chairman Kilpatrick, Commissioner Keene and Commissioner Witherspoon.

#### Approval of the Minutes from the Tuesday, April 18, 2023 Regular Meeting:

Motion to approve the minutes was moved by Commissioner Keene and seconded by Commissioner Witherspoon.

#### **Bills and Communications:**

**Aged Accounts Payable Report** totaling \$ 67,569.41 (listed on page 7), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the April 18, 2023 Board of Commissioners meeting.

**Bank Book Check Register** totaling **\$ 2,583,619.15** (listed on page 17). This list consists of invoices that have been paid from March 1 – March 31, 2023.

Patterson & Associate Consulting, LLC (\$ 45,800) for consulting services; Christopher Williams Architects, LLC (\$6,005) for Multiple sites; City of New Haven (\$13,404) for Trash, Fuel and LCI; Home Services & More, LLC (\$49,811) for agency-wide plumbing;

JLY Enterprises LLC (\$ 75,970) for Scattered Sites; Banton Construction Company (\$ 139,072) for Robert T Wolfe Ph 1 & 2); Fuss & O'Neill, Inc. (\$ 40,655) for McConaughy Terrance 4% and 9% Environmental; Crosskey Architects, LLC (\$ 42,202) for McConaughy Terrance 4% and 9% for Architectural Design & Roof Inspections; New Haven Village Suites (\$ 169,399) for Relocation Services;

HD Supply Facilities Maintenance, Ltd (\$41,729) agency-wide supplies; United Illuminating (\$ 211,096) for various sites; Southern Connecticut Gas (\$ 133,701) for agency-wide gas service; Regional Water Authority (\$ 78,468) For agency-wide services;

The total of both registers is \$ 2,651,188.56

Read into the record by Karen DuBois-Walton Accepted as stated

#### **Public Comments:** None

#### **President's Report**

To: ECC/HANH Board of Commissioners From: Karen DuBois-Walton, Ph.D., President

Date: April 18th, 2023

**RE:** President's April 2023 Report

I. Administrative

#### Happy Spring!

Our team continues to work toward our strategic pillars:

- House more families (more quickly) in the highest quality housing in communities of their choice
- Support residents' ability to live their best life and achieve goals that move them toward greater housing and life choices
- Cost effective and cost-efficient delivery of services in ways that maximize impact in our community (jobs, contracting, economic development) and
- Spark policy change that creates growth in housing market especially for families in need of affordable housing

In our continuing housing series, we hosted the 2<sup>nd</sup> session on March 30<sup>th</sup> where we focused on the relationships between housing, transit, energy, health and economic development. Thank you to Commissioner Danya Keene who served as a panelist along with Keyri Ambrocio, Greater New Haven Chamber of Commerce, Lee Osorio, New Haven Coalition of Active Transportation, and Drew D'Alelio, CT Innovations. This was followed by our 3<sup>rd</sup> session held on April 13<sup>th</sup> where we discussed how other cities and states are addressing housing affordability. We would also like to thank Erin Boggs, Executive Director of Open Communities Alliance, and Mike Kingsella, CEO of Up For Growth, for joining us in this much needed conversation.

With the legislative session well underway, we along with our coalition partners at Growing Together CT have been engaging legislators and providing testimony on a range of bills including Expansion of Housing Authority Jurisdiction, tenant protections, Fair Share, Transit Oriented Development and the Housing Growth Fund. Through a combination of zoning reforms, investment in housing development and a range of tenant protections, we have an opportunity to address the state's housing affordability crisis. Seeing a number of bills advance through the Housing committee, we remain hopeful that meaningful change may occur.

We continue to track the CHRO case involving a former employee. Legal counsel has been assigned by our insurer and the case is pending. With regard to pending litigation involving the former store operator at 122 Wilmot Road, we are pleased to have reached a settlement and can avoid further litigation and attorney fees.

#### Time Extension Granted per Resolution #02-25/10-R

- No Cost Time Extension with Consolidated Electric, LLC for electrical upgrade for St. Anthony I & II CCTV system from April 30, 2023 June 30, 2023 due to supply chain issues. (PO# 22275-13738)
- No Cost Time Extension with Cohen Key & Lock Services set to expire on June 12, 2023 for Key & Lock Services June 12, 2023 to July 31, 2023 in order to re-procure. (PO# 21540-13325)
- No Cost Time Extension with AM PM Door Repair Services set to expire on April 28, 2023 for Door Repair Services April 28, 2023 to May 31, 2023 in order to re-procure. (PO# 21154-13104)
- No Cost Time Extension for Crawford Life Health and Safety Upgrades—Change Order #11, Extended contract time to November 17, 2023 to accommodate long lead time items from 4/2/2023 to November 17, 2023.
- No Cost Time Extension with Consolidated Electric, LLC for electrical upgrade for St.
   Anthony I & II CCTV system from December 31, 2023 April 30, 2023 due to supply chain issues.
   (PO# 22275-13738)
- No Cost Time Extension with Ed the Tree Man off State of Ct. contract set to expire on April 30, 2023 for Tree Removal Services January 31, 2023 to April 30, 2023.
   (PO# 22247-13731)
- No Cost Time Extension with Hartford Truck & Equipment for Snow Removal Equipment off State of Ct. contract # 17PSX0118 March 31, 2023 to August 31, 2023. (PO# 21814-13464)
- Contract extension with Stanley Convergent Solutions for Door Access Controls Cooperative Purchasing Agreement from February 22, 2023, to September 30, 2023. (PO# 22327-13769)
- Contract extension of time with CSC for pay per use laundry services from February 28, 2023 to September 30, 2023 (PO# 21814-13128)
- Contract extension with Stanton Equipment for Snow Removal Equipment from April 1, 2023 to June 1, 2023. (PO# 21183-13464)
- Contract extension with F. W. Webb off State of Ct. contract # 15PSX0193 set to expire on December 31, 2023, for Plumbing and Heating Supplies December 31, 2022, to December 31, 2023.
   (PO# 22219-13719)
- No Cost Time Extension for Robert T. Wolfe PH1—Common Area Improvements: Change Order #9, contract extended to January 31, 2023 to accommodate long lead time items.
- No Cost Time Extension for Robert T. Wolfe PH2: Life Health and Safety Upgrades-contract extended to January 30, 2023 to complete unforeseen mold abatement and related construction.

- No Cost Time Extension for Essex Fence and Basement Abatement to June 5, 2023 to replace fencing after Essex Envelope and Bathroom and Flooring Upgrades and maintain new warranty.
- No Cost Time Extension for 546 Woodward Avenue Reroofing until December 30, 2022 for structural repairs; completion prior to winter weather.
- No Cost Time Extension for Westville Manor Snow Removal Contract with 212 Exchange Street until March 31 2023
- No Cost Time Extension for McConaughy Snow Removal Contract with Nobe Construction until March 31, 2023
- No Cost time extension with AM PM Door & Installation for door repair services from December 31 to March 31, 2023 in order to re-procure services PO # 21154-13106.
- No Cost time extension with Off The Wall Graffiti Removal for graffiti removal services from December 19, 2022 to March 31, 2023 PO # 21864-13495.
- New-Contract extension with Home Depot Pro Institution for inventory warehouse management December 31, 2022, to September 30, 2023 (PO# 22329-13790)
- No Cost time extension for the two (2) year option to renew with Hooker & Holcome Investment Advisors, Inc for Broker / Agent of Record / Consultant Services for HANH's Pension plan services for a period beginning on October 14, 2023 and ending on October 13, 2025.
- No Cost time extension for the two (2) year option to renew with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services for HANH's Medical, Prescription Drug Coverage, Vision Care, and Dental Care, Life Insurance, STD, LTD and AD & D plan services for a period beginning on October 14, 2023 and ending on October 13, 2025.

#### II. Finance

#### February 2023 YTD Financials

The financial report covers five months (October 1 through February 28) of data. Total Revenues are \$53,124,808 and Total Expenses are \$43,508,924 (including depreciation expense of \$943,339). The excess of revenue over expenses is reduced by \$(4,620,788) capitalized expenditures. Depreciation expense add-back is \$943,339. The HANH Net Surplus of \$5,938,435 was as follows:

#### **MTW Programs**

**Low Income Public Housing** 

Net surplus is \$1,567,410 versus a budget net deficit of \$(363,830) for an overall favorable variance of \$1,931,240

> Section 8 Housing Choice Voucher

Net surplus is \$61,567 versus a budget deficit of \$(321,730). The favorable variance is \$383,297.

#### **Non-MTW Programs**

- ➤ Business Activities showed surplus of \$1,931,750 compared with a budgeted deficit of \$(337,110), resulting in a favorable variance of \$2,268,860.
- > Central Office Cost Center shows a net surplus of \$2,377,708 compared to a budgeted surplus of \$1,022,669 resulting in a favorable variance of \$1,355,039.

February 2023												
				NON-MTW	NON-MTW		ELIMS	ELIMS				
	MTW Budget	MTW Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance	Total Budget	Total Actual	Total Variance
70500 TENANT REVENUE	520,583	866,286	345,704	40,000	-	(40,000)	-	-	-	560,583	866,286	305,704
70600 HUD REVENUE	47,274,780	45,717,340	(1,557,441)	111,110	70,791	(40,319)	-	-	-	47,385,890	45,788,131	(1,597,759
70000 OTHER REVENUE	333,333	446,169	112,835	8,394,282	8,670,316	276,033	(4,351,761)	(4,351,069)	(692)	4,375,855	4,765,416	389,561
71600 GAIN/LOSS ON SALE OF CAPITAL ASSETS	-	1,704,976	1,704,976	-	-	-	-	-	-	-	1,704,976	1,704,976
70000 TOTAL REVENUE	48,128,696	48,734,770	606,074	8,545,392	8,741,107	195,715	(4,351,761)	(4,351,069)	(692)	52,322,328	53,124,808	802,480
91000 OPERATING ADMINISTRATIVE	6,066,975	5,900,949	166,026	3,495,455	2,881,592	613,863	(4,351,761)	(4,351,069)	(692)	5,210,669	4,431,472	779,197
92500 TENANTS SERVICES	95,932	11,411	84,521	1,057,793	685,660	372,133	-	-	-	1,153,724	697,071	456,654
93000 UTILITIES	759,620	877,151	(117,531)	167,920	172,302	(4,383)	-	-	-	927,540	1,049,454	(121,914
94000 MAINTENANCE	1,599,511	2,106,875	(507,364)	340,291	207,917	132,374	-	-	-	1,939,802	2,314,792	(374,990
95000 PROTECTIVE SERVICES	81,923	56,935	24,987	12,069	4,951	7,118	-	-	-	93,992	61,887	32,105
96000 GENERAL EXPENSE	641,116	-	641,116	178,258	177,941	316	-	-	-	819,374	177,941	641,433
96100 INSURANCE PREMIUMS	328,804	381,570	(52,766)	2,016	-	2,016	-	-	-	330,820	381,570	(50,750
96200 OTHER	151,141	694,346	(543,205)	-	-	-	-	-	-	151,141	694,346	(543,205
96800 SEVERANCE EXPENSE	-	-	-	3,552,084	3,605,806	(53,722)				3,552,084	3,605,806	(53,722
96900 TOTAL OPERATING EXPENSES	9,725,022	10,029,238	(304,216)	8,805,885	7,736,169	1,069,716	(4,351,761)	(4,351,069)	(692)	14,179,146	13,414,338	764,808
97100 EXTRAORDINARY MAINTENANCE	633,735	139,960	493,775	13,507	-	13,507	-	-	-	647,242	139,960	507,282
97200 CASUALITY LOSSES - NON CAPITALIZED	-	31,040	(31,040)	-	-	-	-	-	-	-	31,040	(31,040
97300 HAP EXPENSE	31,433,192	28,980,247	2,452,944	-	-	-	-	-	-	31,433,192	28,980,247	2,452,944
97400 DEPRECIATION EXPENSE	1,308,265	694,687	613,578	130,649	248,652	(118,003)	-	-	-	1,438,913	943,339	495,575
90000 OTHER EXPENSES	33,375,191	29,845,934	3,529,257	144,155	248,652	(104,496)	-	-	-	33,519,346	30,094,586	3,424,761
TOTAL EXPENSES	43,100,213	39,875,172	3,225,041	8,950,040	7,984,821	965,219	(4,351,761)	(4,351,069)	(692)	47,698,492	43,508,924	4,189,568
RAD/DEV - MTW Fund Expenditures	(3,131,594)	(3,843,084)	711,490	(2,931,155)	(777,704)	(2,153,452)				(6,062,749)	(4,620,788)	(1,441,961
Investment in the financing of affordable housing Dev		-	-	-	-	-				-	-	-
Reserve for interest on N/R		-		-	-	-				-	-	-
10010 Operating Transfer In	876,275	332,250	544,026	3,890,714	4,082,224	(191,510)	-	-	-	4,766,990	4,414,474	352,516
10020 Operating Transfer Out	(4,766,990)	(4,414,474)	(352,516)	-	-	-				(4,766,990)	(4,414,474)	(352,516
10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES	(1,993,825)	934,290	(2,928,114)	554,911	4,060,807	(3,505,896)	-	-	-	(1,438,914)	4,995,096	(6,434,010
ADJ FOR DEPREICATION EXPENSE	1,308,265	694,687	613,578	130,649	248,652	(118,003)	-	-	-	1,438,913	943,339	495,575
350 SURPLUS / (DEFICIT)	(685,560)	1.628.977	(2,314,537)	685.560	4.309.458	(3.623.899)	-	_	_	(0)	5.938,435	(5,938,43

#### **III.Operations**

#### A. Vacancy Rate

HANH's current occupancy rate for the month for March 2023 is 97.4%. The agency goal is 96.00%. Attainment of this goal remains the primary objective for the Operations Department.

#### B. Rent Collection

Rent Collection – HANH's rent collection for the year to date ending the month of March 2023 is 65.13%. The agency goal is 95%. After many months of successfully reducing the TAR from a high in 2014, HANH saw the TAR reduced by over 75% prior to the COVID-19 pandemic. Rent collection has been poor over the past year and a half, however, staff is working with residents to get into compliance and to obtain rent relief resources through the city and state.

#### **Total Collected**

	CY 2022	CY 2023	Variance
January	65.57%	64.54%	-1.03
February	65.59%	69.55%	3.96
March	63.10%	65.13%	2.03
April	53.41%		
May	67.34%		
June	60.22%		
July	59.09%		
August	58.41%		
September	59.0%		
October	59.0%		
November	60.0%		
December	61.77%		
Average	61.04%	66.40%	

#### IV.Community and Economic Development (CED) Monthly Report

#### **CARES/FSS Program Highlights**

- L. V: has green light to move forward with homeownership goal as she has a personal savings of 10k. She is currently working two (2) part-time jobs as a bus/shuttle driver.
- K. C: has green light to move forward with homeownership goal as she is currently earning high wages at CT Transit and she is no longer eligible for the HAP subsidy.
- Self-sufficient families (# of families moved to zero subsidy or EOP'd to market rate rent or HO) (1)
- Upcoming CARES Graduates- 9 are scheduled to graduate- pending lease signings
- 2 Participants who were not employed are working now part time
- 3 Participants received pay increases
- Assisted 1 CARES participant with registration- GED night classes
- 3 Participants referred to Utopia Health for job placement- PCA/C.N. A
- 2 Participants saved \$1,000 as an emergency fund- newly to the program

• 1 Participant – registered with Security Guard Training school

#### **ECC Believes Program Highlights**

- Recruiting for Summer Programming, including Youth @ Work, Parks and Recreation, and YRSVP Program
- 43 families received diapers through Diaper Bank
- 117 ECC/HANH youth currently participating in on site programming.

#### **V.Planning and Modernization**

#### **HAI Loss Prevention Grants:**

P&M applied for funding 5/31/2022, from HAI, our insurance company, for two reimbursement grants, Fire Loss Prevention, \$78,680, for installation of Fire Suppression Cannisters at each stovetop in our LIPH portfolio, and Storm Damage Prevention, \$770,760, for Tree and Shrub management and removal. ECC was awarded the Fire Loss Prevention Grant, September 19, 2022. This is a cooperative venture with the Planning and Modernization, Finance, and Operations Departments. Work has begun reducing ECC liability risk and making our communities safer.

**HUD Emergency Safety and Security Grant:** 

P&M also applied to HUD for funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant would enable our high-rise Elderly and Disabled communities to have the extra layer of security necessary to exclude the influx of an uninvited element. The maximum award per HA annually is \$250,000. Application was submitted June 15, 2022, and the full amount was awarded, October 3, 2022.

Lead-Based Paint Capital Fund Program—Lead Grant Funding Years 2017 and 2020 HUD Housing Related Hazards 2020

• P&M responded to the HUD NOFA for the Housing Related Hazards for Fiscal Year 2020, due May 25, 2021. On September 29, 2021, ECC was awarded \$3,999,993., the highest amount to a Housing Authority, in the nation, to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Work will include inspections, testing, installation of equipment, treatments and post-abatement testing, as required. The grant covers abatements in buildings encompassing 402 units. Scheduling/testing has begun with CO & smoke detectors (HUD stated priority), Radon testing and mitigation. Mold is being addressed in conjunction with Lead abatement projects as well as separately. Inspections for the Vermin (Bedbugs, rodents and cockroaches) portion of the grant has begun. A 3<sup>rd</sup> Quarterly benchmark report has been sent to the HUD Washington and our Regional offices. We worked directly with the HUD Washington LBP and Housing Related Hazards Team and the our Regional Office regarding applicability of coverage for the grants as we progress through the construction and ongoing abatement design and procurement of contractors.

#### **ECC Lead-Based Paint Capital Fund Projects**

HUD Lead Grant 2017--ECC applied for and awarded \$986,260 in Sept 5, 2018:

HUD national office understood the need was greater and put out an additional NOFA.

HUD Lead Grant 2020--ECC applied and was awarded an additional \$3,700,000, in May 2021.

What we have completed to date:

- Obligated and expended all \$986,260 of the 2017 LBP Grant funding.
- Tested all (299) LIPH family property units at risk for Lead Based Paint (Built before 1978).
- Units testing positive for lead were organized by priority in order of importance to address-Amalgamated Prioritization Chart. Highest priority, units with children under the age of 6 years and actionable levels of lead.

- We are addressing units <u>even if</u> there are no children, now, as these could be rented in the future to a family with young children.
- ECC met with State of Connecticut and HUD Washington Lead Teams to align goals and verify plan of action.
- Applied for six month extension for obligation deadline on the HUD LBP 2020 Grant; pending response from HUD.
- Immediate action--Completed:
  - > Trained in-house staff to perform Interim Controls and to Follow Lead Safe Renovating practices
  - > Interim Controls: Targeted highest priority units, temporarily removing lead dust while design and solicitation process was in progress
    - Highest priority Scattered site properties (10 houses-17 units)
    - McConaughy Terrace exterior source of lead dust--our largest Family development (201 units).
  - > Removed Lead painted doors and friction components at McConaughy Terrace...no lead painted doors left at McConaughy Terrace (201 units).
- Design, Abatement and Construction Complete for Lead Abatement in the following properties:
  - o 10 houses (17 units lead safe) in our Scattered Sites West Portfolio. Lead, encapsulated, including replacement of peeling porch components and encapsulation of some siding. These came first as they were highest on our Amalgamated Prioritization Chart.
  - Essex Townhouses (32 units lead safe) ...all known lead components have been removed from 32 units, not just encapsulated. Of the remaining 3 units (total of 35 units at Essex), all have encapsulated lead, to be removed in the new Essex Envelope Scope of work, in the process of window replacement.
  - o McConaughy (201 units moved to redevelopment effort...however, units all had Interim Controls performed; More permanent Abatement to accompany redevelopment.
- Redesign: Upon receipt of the 2<sup>nd</sup> Lead Based Paint grant, design of remaining units were upgraded to remove instead of just encapsulate certain components, keeping to the priorities established by the testing. This was made possible due to the additional HUD funding and provides residents and ECC a more permanent and lasting solution to the Lead.
- Other Housing Related Hazards: ECC added elimination of other Housing Related Hazards upon receipt of a 3<sup>rd</sup> HUD grant \$3,999,993, where inspections identified significant mold, CO and Smoke detectors, vermin and Radon to mitigate or remove. Work on the multiple hazards started, and units with identified Radon, throughout the LIPH portfolio have been mitigated with installed piping and exhaust fan systems and confirmation testing. All properties have been inspected for needed CO and Smoke detectors and designs for more reliable hardwired systems is in process. Vermin are being addressed in conjunction with other construction projects. Mold is being addressed largely in the scattered sites AMPs, some properties with Lead Abatement work, others, separately.

#### Solicitations Awarded in 2022:

- Group B: 3 Single-Family Houses in the Scattered Site West portfolio (Construction ongoing; on site start, September 2, 2022, completion anticipated April 14, 2023)
- Group C: 8 Units in 4 houses in the Scattered Site East portfolio--Solicitations went out for Bid, July 2022 for Construction Completion June 23, 2023:
- Group A: 1 house, Scattered Sites East portfolio, Lead, mold and asbestos abatement with site safety and historic preservation requirements; Solicitation out for Bid September 2022, originally going to the October Board, for construction start in Spring, 2023; 2 Bids were received. Contractor with lowest responsible Bid was awarded the contract in December, 2022. The Contractor withdrew and the project is currently being resolicited, bids due March 17, 2023.

• Group D: 21 houses in the Scattered Sites East portfolio (houses currently without children under the age of 6 years but needing lead abatement for future family rentals). 3 bids received, for solicitation in February, 2023, including some mold abatement, bids due March 20, 2023. Rebid solicited with 3 bids received.

Testing has also been performed by the Operations Department in our Elderly and Disabled community high-rise buildings, and Lead was addressed in the areas where children under 6 years were living (common areas). Not part of the Lead Grant work.; In Robert T. Wolfe Apartments, a resident reported a child with an elevated blood level (EBL), which ultimately resulted in medical testing which did not confirm evidence of an actual elevated blood level, 5 micrograms/deciliter. ECC proactively retested the building common areas and the child's unit and determined that an elevator floor contained lead dust above the allowable threshold. ECC's trained Lead Interim Controls team has cleaned the area and received environmental clearance by an accredited Environmental consultant. The local Department of Public Health is responsible for investigating the likely source of lead for the child. ECC remains committed to the health of our residents, especially the most vulnerable, young children. We did not wait for the official confirmation of an Elevated blood level to ensure the site was safe. Children's elevated blood levels should not be the tests which trigger safety measures.

In addition, ECC is not required to test for Lead in Water as part of the grant, however, ECC in its commitment to Residents, tested for lead in water and has abated any identified lead in water concerns, throughout the portfolio, not using the Lead Grant monies.

Testing results are shared with residents and explained, if needed. State of CT Lead education packet is shared and consultants are available for any technical clarification. Prior to Covid, Lead education packets were available in our lobby. We will be starting to make these available, again. Ongoing Lead Management Plans are being developed for completed Construction projects, as required by the HUD regulations. *P&M Projects* 2020-2023

- Crawford Manor: ADA Entrance and Access Improvements and Fire Panel and Fire Pump Replacement: ECC rescinded previously awarded contract due to COVID considerations. Project was repackaged to perform PH1- ADA entry and fire pump renovations. PH 2, Fire Panel replacement work which requires entry into resident units in an Elderly development, was postponed until deemed safe to proceed, due to COVID. Seven (7) bids were received for Phase 1 vestibule and fire pump replacement. In March 2021, Board approved contract award. ADA entry vestibule is completed, and in use. The fire pump is installed. Fire Marshal required a change in electrical panels, a change order which added time. A portion of the work has been paid for by CARES funding. Work extended to March 31, 2022, to accommodate the Fire Department Fire Watch schedule. PH 2, was re-bid, for the Fire Panel and addressable fire alarm system and Life Health and Safety Upgrades. Resolution was brought to the Board of Commissioners, in April, 2022. Time extended due to long lead times on equipment. Installation of Fire Alarm Panel 75% complete
- Operations and Planning and Modernization staff completed a survey of critical needs, health, life and safety considerations. Cost estimates were evaluated, and prioritized projects selected for design; bids were solicited, and 2 non-responsive bids submitted. Project resolicited. An elevator consultant was procured to design for elevator repairs, which were procured separately; ECC Indefinite Quantities Architect assisted in approaching repairs in a novel way saving ECC almost \$500,000 on the repairs. Due to COVID, Wolfe Phase 1 excludes work requiring entry into resident units or requiring relocation of residents in an elderly and disabled population; Construction on the community room, laundry room and corridors is completed. The Lobby and ADA entry work is largely completed pending delivery of a long lead-time item., Substantial completion, January, 2023. The project was rebid. A contract for Phase 2, for resident interior improvements was awarded, and preconstruction surveys were

completed in March, 2020. 10-unit bathrooms will be replaced and miscellaneous other life health and safety improvements throughout the majority of the residential units. Work began on the 8<sup>th</sup> and 7<sup>th</sup> floors in February, 2022, and has progressed through the 1<sup>st</sup> floor. Additional life health and safety items have been identified, and are being addressed concurrently. These additional conditions are the result of new and worse conditions from over the two year period while Covid restrictions on entering units were in place. Phase II contract work reached Substantial completion in January 3, 2023, time extended due to unforeseen conditions. All work 98% complete, save one long lead time item and closeout.

- Essex Envelope and Site Fencing: Project design completed. Scope of project included roof, gutter, siding, window, AC sleeve, asbestos pipe insulation abatement and fencing replacement. Project scope revised to include only Site fencing and asbestos pipe insulation, as these portions could be addressed without unit entry during COVID. Bids solicited in March for fencing and basement pipe abatement. Six bids received. Scope of work was rebid. Project awarded and pipe insulation abatement is 100% completed. Re-insulation, 100% complete. Site fencing installation was 100% complete, July 22, 2022; Contract was extended to allow for new fencing to be temporarily removed under warranty to make room for siding replacement. Contract end date will align with Essex Envelope project.
- Essex Envelope and Bathroom and Flooring Upgrades: This project will replace Roofs, Siding, Windows, Gutters and downspouts, provide code required AC sleeves, replace all bathrooms, and some flooring which is all beyond their Estimated Useful Life. This is a major improvement for residents of Essex Townhouses. Due to procurement issues the solicitation was cancelled, and the project put out to bid, again. Project awarded. Construction on site has begun on the roofs and windows. Work will proceed on the envelope (roof, siding, windows) and follow up with interior work, only when all materials have been received. In response to long lead time item schedules some exterior work will begin which does not require resident relocation. Scheduled for construction completion, October 31, 2023.
- 437M&N Eastern Street: P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 437 M&N Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted. Roofing condition requires corrective structural fortification. Project was out for bid with bids due before Thanksgiving. Due to receiving only one bid, ECC resolicited the project and bids were due January 4, 2023. Contract awarded and NOA provided. Building closed in and interior work begun.
- 57 Mountaintop: Scattered Sites East single-family home with extensive mold, requiring relocation of the household residents. Joint project between Operations Department and Planning & Modernization (P&M). Operations to address immediate mold abatement and miscellaneous housing upgrades to allow resident to return to the house. P&M has contracted with an Architect and Environmental consultant to design a remedy for long term remediation of the moisture source(s) which fed the mold and miscellaneous building and site upgrades. Operations has performed much of the needed immediate work, and the design for remediation is under review.
- George Crawford Structural Evaluation: ECC is conducting a structural evaluation of 90 Park Street, which is on the National Register of Historic Places. This structural evaluation will not only provide information on the condition of the structure of the building for current life safety, but will also provide information valuable to any future plans for the building. A contract was finalized with a structural engineering firm, and a final report has been submitted.

 546 Woodward Avenue: ECC Contractor with Notice To Proceed has completed the roof work and is currently in closeout.

#### **VI. The Glendower Group**

#### Farnam Courts Phase II

- For the purpose of Financing Glendower bifurcated the redevelopment of Phase II into two phases 4% and 9%.
- Glendower Farnam Courts 4%, LLC (closest to Farnam 1), consists of 45 units and Glendower Farnam Courts 9%, LLC consists of 66 units including 52 affordable, a community building, and a park.
- o 100% drawing completed on January 24, 2020.
- o Haynes Construction has been selected to be the General Contractor for Phase II.

#### Farnam Courts Phase II 4%

- o Successfully closed on July 7, 2020.
- Notice to proceed issued to begin work on July 13, 2020.
- o Construction completed and keys turned over on 10/13/21.
- Closeout process ongoing. Waiting on Environmental closeout reports and updated O&M Manuals with survey.
- o Conversion to permanent completed on February 28, 2023.

#### Farnam Courts Phase II 9%

- o Successfully closed on December 17, 2020
- o Notice to proceed issued to begin vertical and demolition work on December 18, 2020.
- o Demolition of former Farnam buildings completed.
- Phase 2b building construction was completed in May 2022. Fencing and the playground installation began 9-12-22.
- HTCC application submitted on June 1, 2021, for additional funding in the amount of \$500,000 due to offset the cost of the sharp increase in lumber pricing across construction nationally caused by the Covid pandemic. Awarded the full amount on October 8, 2021.
- Conversion targeted for the 1st quarter of 2023.

#### Westville Manor

- The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. Contract closing for Rockview Phase 2 occurred on June 20, 2019.
- The Authority issued an RFQ for a Master Planner for Westville Manor and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.
- The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment with a target of January 2022. This application will address the first phase of Westville Manor consisting of 50 total units and will include the 21 unit 3-story main building.
- o It is anticipated that funding for the final Westville Manor on-site phase consisting of 59 units will be submitted under the 9% LIHTC CHFA round in 2022 or 2023.
- The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019. The Authority submitted a RAD application for Westville Manor and was awarded.
- o It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in

January 2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.

- Submitted a 9% LIHTC application for on-site Phase 1 on January 12, 2022. This application was not awarded. The application will be resubmitted under the CHFA 2023 9% LIHTC round (due January 11, 2023).
- o Anticipated closing in 4th quarter of 2023.

#### RAD Portfolio Award

- The Authority received a portfolio award, inclusive of 13 developments, detailed herein. They have been grouped as follows:
  - Group I: Motley, Bush, Harvey and Newhall Garden
    - Development completed and leased.
  - Group IIA: Waverly and Stanley Justice and Fulton Park
    - o Development completed and leased.
  - Group IIB: Valley Townhomes
    - o Submitted financing template to the Resource desk on November 2, 2021
    - o HUD concept call completed on October 7, 2021.
    - Closing anticipated to be the December 2022. Targeting October 2022 CHFA board approval.
    - o Closing completed on December 23,2022.
    - o Demolition began on January 6, 2023.
    - o Demolition of all buildings was completed in March 2023
    - o Final construction completion March 2024
  - Group III: McQueeney, and Celentano
    - o Closed February 27, 2020.
    - o Construction began on March 9, 2020.
    - Construction activities are COVID delay of 8 weeks. State and nationwide slowdowns and shutdowns are being monitored for possible schedule overruns.
    - o Final completion for McQueeney October 31, 2021
    - o Final completion for Celentano October 31, 2021
    - Conversion to permanent financing anticipated to be completed by June 1, 2022.
  - Group IV: Ruoppolo and Fairmont,
    - o Closed on March 11, 2021.
    - o Construction began March 15, 2021
    - o Final completion for Fairmont Heights May 31, 2022
    - o Final completion for Ruoppolo Manor May 31, 2022.
    - Glendower is working on adding elevator code upgrades to Fairmont scope.
    - o Conversion targeted for second quarter 2023.

#### McConaughy Terrace

For the purpose of Financing Glendower bifurcated the redevelopment into two phases – 4% and 9% Low Income Housing Tax Credit applications.

- o Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
- o 90% drawing completed on October 31, 2021 for the 9% phase.
- LaRosa Building Group, LLC has been selected to be the General Contractor for the Development.

#### McConaughy Terrace 4%

- o Submitted a LIHTC application to CHFA on November 12, 2021. Application awarded in conjunction with the 9% award identified below.
- Closing anticipated to be in 1st quarter of 2022.
- o 92 total units, 66 rehab 26 new construction.
- Closing targeted for the <sup>3rd</sup> quarter of 2023

#### McConaughy Terrace 9%

- o Submitted a LIHTC application to CHFA on November 12, 2021.
- $\circ~$  Application was awarded under the 2021 competitive LIHTC round. The 9% LIHTC award also included approval of the 4% award.
- o Closing anticipated to be on the 1st quarter of 2023.
- o Phase includes the rehab of 130 units, 104 RAD units, and 26 to be market rate.
- o Closing targeted for the 3<sup>rd</sup> quarter of 2023

#### Scattered Sites

- Scattered site is multifamily redevelopment which includes 88 units located in various part of the city. The developments are: 23 Chamberlain Street, 54 Kingswood Drive, 63 Fulton Street, 425 Eastern Street, 437 Easter Street, 1361 Quinnipiac Ave, 1368 Quinnipiac Ave, 1370 Quinnipiac Ave, 1376 Quinnipiac Ave, 1378 Quinnipiac Ave, 1381 Quinnipiac Ave, and 1435 Quinnipiac Ave.
- o Submitted a 9% LIHTC application on January 12, 2022. Project was not awarded.
- o Application will be resubmitted under the DOH DEP round.
- o Anticipated closing in 1st quarter of 2024.

TO: Board of Commissioners

DATE: April 18, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution Authorizing Change Order #12 to A. Prete Construction Company, Inc. for Crawford

Manor Health & Safety Contract in the Amount Not to Exceed \$145,515 for Extended General

Conditions

**ACTION:** Recommend that the Board of Commissioners adopt Resolution # 04-23/23-R

TIMING: Immediately

**DISCUSSION:** 

At Crawford Manor, 90 Park Street, ECC/HANH determined a need to perform building and unit health and safety upgrades. As Phase 1, due to COVID safety concerns, ECC/HANH solicited bids and awarded a contract to renovate the vestibule entrance for improved security and accessibility and replace the building fire pump since this work did not require contractors to work in residents' apartments. Phase 1 work was completed in 2022.

As a second phase, ECC/HANH publicly issued Invitation for Bids #PM-22-IFB-593 Crawford Manor Fire Alarm, Life, Health and Safety Upgrades Rebid including fire alarm system replacement, electrical work, plumbing, painting and other work in occupied apartments. At the April 2022 Board meeting, the Commissioners authorized award of contract to A. Prete Construction Company, Inc. in the amount of \$3,317,703.00 for completion in 240 calendar days from Notice to Proceed.

As work progressed, conditions arose that required contract modifications. On September 15, 2022, ECC/HANH executed Change Order #1 in the amount of \$166,588.04 for unit heater/split system adjustment and water booster pump replacement bringing the adjusted contract value from \$3,317,703.00 to \$3,484,291.04.

#### ECC/HANH has also authorized:

- CO #2 for door modifications required by the Fire Marshall in the amount of \$27,430.29
- CO #3 for shower and bathroom exploratory repairs in the amount of \$64,922.33
- CO #4 for isolation valve replacement in the amount of \$23,524.01
- CO #5 for existing boiler exhaust repairs, community room abatement, main building shut-off valve replacement in the amount of \$33,267.03
- CO #6 extending time until March 3, 2023 for long lead time for various fire alarm system components.

• CO #7 extending time until April 2, 2023 for supply chain delays for the lead time for booster pump components

The combined value of Change Orders 1 through 7, \$315,731.70, is less than 10% of the contract value and did not require Board authorization. The adjusted contract value through Change Order #7 is \$3,633,434.70.

On March 21, 2023, the Board authorized:

- CO #8 in the amount not to exceed \$194,398.13 to install a new Bi-Directional Amplification System (BDA) to meet the new City of New Haven Fire Department standards.
- CO #9 for nine (9) additional range hood circuits in the amount of \$5,400.
- CO #10 for Replacement of additional Main water shutoff bypass to main water line and meter not to exceed \$13,521.55

Following authorization of Change Orders #8 through #10, the adjusted contract value increased from \$3,633,434.70 to \$3,846,754.38.

ECC/HANH also authorized Change Order #11 extending time until November 17, 2023 due to supply chain issues related to fire alarm system components and change order items.

ECC/HANH is now recommending authorization of Change Order #12 in the amount of \$145,515 for negotiated extended contract general conditions due to five months of extended work time due to the following, construction delay at start of project due to fire in the building halting elevator use in a 15 story building, and subsequent Fire Department review of plans, supply chain delays on major project components, including the main distribution panel, fire alarm panel components, and additional life health and safety change order items, including Change Orders 1-10 with the longest lead time item being the booster pump skid replacement.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #12 in the amount not to exceed \$145,515 increasing contract value from \$3,846,754.38 to \$3,992,269.38.

FISCAL IMPACT: \$145,515

**SOURCE OF FUNDS: CFP 2023 funds** 

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization

### ELM CITY COMMUNITIES Housing Authority of the City of New Haven

Resolution # 04-23/23-R

## RESOLUTION AUTHORIZING CHANGE ORDER #12 TO A. PRETE CONSTRUCTION COMPANY, INC. FOR CRAWFORD MANOR HEALTH & SAFETY CONTRACT FOR EXTENDED GENERAL CONDITIONS IN THE AMOUNT NOT TO EXCEED \$145,515

WHEREAS, at Crawford Manor, 90 Park Street, ECC/HANH determined a need to perform building and unit health and safety upgrades; and

WHEREAS, as Phase 1, due to COVID safety concerns, ECC/HANH solicited bids and awarded a contract to renovate the vestibule entrance for improved security and accessibility and replace the building fire pump since this work did not require contractors to work in residents' apartments; and

WHEREAS, Phase 1 work was completed in 2022; and

WHEREAS, as a second phase, on October 25, 2021, ECC/HANH publicly issued Invitation for Bids #PM-21-IFB-546 for Crawford Manor Fire Alarm, Life, Health and Safety Upgrades including fire alarm system replacement, electrical work, plumbing, painting and other work in occupied apartments; and

WHEREAS, on September 15, 2022, ECC/HANH executed Change Order #1 in the amount of \$166,588.04 for unit heater/split system adjustment and water booster pump replacement bringing the adjusted contract value from \$3,317,703.00 to \$3,484,291.04; and

#### WHEREAS, ECC/HANH also authorized:

- CO #2 for door modifications required by the Fire Marshall in the amount of \$27,430.29
- CO #3 for shower and bathroom exploratory repairs in the amount of \$64,922.33
- CO #4 for isolation valve replacement in the amount of \$23,524.01
- CO #5 for existing boiler exhaust repairs, community room abatement, main building shut-off valve replacement in the amount of \$33,267.03
- CO #6 extending time until March 3, 2023 for long lead time for various fire alarm system components; and CO #7 extending time until April 2, 2023 for supply chain delays for the lead time for booster pump components; and

WHEREAS, the combined value of Change Orders 1 through 7, \$315,731.70, is less than 10% of the contract value and did not require Board authorization; and

WHEREAS, the adjusted contract value through Change Order #7 is \$3,633,434.70; and

#### WHEREAS, on March 21, 2023, the Board authorized:

- CO #8 in the amount not to exceed \$194,398.13 to install a new Bi-Directional Amplification System (BDA) to meet the new City of New Haven Fire Department standards.
- CO #9 for nine (9) additional range hood circuits in the amount of \$5,400.
- CO #10 for Replacement of additional Main water shutoff bypass to main water line and meter not to exceed \$13,521.55; and

WHEREAS, ECC/HANH also authorized Change Order #11 extending time until November 17, 2023 due to supply chain issues related to fire alarm system components and change order items; and

#### WHEREAS, ECC/HANH is recommending authorization of:

Change Order #12 in the amount of \$145,515 for negotiated extended contract general conditions due to five months of extended work time due to the following, construction delay at start of project due to fire in the building halting elevator use in a 15 story building, and subsequent Fire Department review of plans, supply chain delays on major project components, including the main distribution panel, fire alarm panel components, and additional life health and safety change order items, including Change Orders 1-10 with the longest lead time item being the booster pump skid replacement.; and

WHEREAS, following authorization of Change Order #12, the adjusted contract value will increase from \$3,846,754.38 to \$3,992,269.38; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #12 in the amount not to exceed \$145,515 for negotiated extended general conditions bringing the adjusted contract value from \$3,846,754.38 to \$3,992,269.38.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) Change Order #12 to contract #PM-22-C-593 with A. Prete Construction Company, Inc. in the amount of \$145,515 for negotiated extended general conditions bringing the adjusted contract value from \$3,846,754.38 to \$3,992,269.38 is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on April 18, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President	
REVIEWED: MCCARTER & ENGLISH, LLP GENERAL COUNSEL	Date	
By:		

A Partnei

Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Motion passed unanimously.

TO: Board of Commissioners

DATE: April 18, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution Authorizing Contract Award to VASE Management, LLC for Scattered Site Home

Exterior and Interior Renovations-Group D in the Amount Not to Exceed \$3,675,509.54 for

Completion in 673 Calendar Days from Notice to Proceed

ACTION: Recommend that the Board of Commissioners adopt Resolution #04-24/23-R

TIMING: Immediately

DISCUSSION: ECC/HANH received three HUD competitive capital fund grants to address lead-based paint and housing-related hazards in public housing properties. Under prior contracts, lead hazards were addressed at Essex Townhouses and at 17 units in Scattered Sites West properties. Receipt of the second lead-based paint grant permitted ECC/HANH to enhance the abatement scope to remove and replace some of the lead-containing components instead of pursuing an

encapsulation approach.

Working with design and environmental consultants, Scattered Sites East and Scattered Sites West properties were grouped into four bid packages addressing lead, asbestos, and other housing-related hazards such as mold. At the July meeting, the Board authorized contract awards for Groups B and C. Those contracts are in progress. Group A was re-solicited. Group D includes 24 Scattered Sites East and Scattered Sites West units in 21 properties.

On February 22, 2023, ECC/HANH publicly issued Invitation for Bids #PM-23-IFB-727 for Scattered Site Home Exterior and Interior Renovations-Group D. Bids were due March 31, 2023. ECC/HANH received and reviewed three bids.

ECC/HANH is recommending contract award to VASE Management, LLC who submitted the most responsive and responsible bid in the amount of \$3,675,509.54 for completion in 673 calendar days from Notice to Proceed.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute a contract with VASE Management, LLC in the amount not to exceed \$3,675,509.54 for Scattered Site Home Exterior and Interior Renovations-Group D for completion in 673 calendar days from Notice to Proceed.

**FISCAL IMPACT:** \$3,675,509.54

SOURCE OF FUNDS: CFP Lead Based Paint Grant 2020, \$2,756,632.15; CFP Housing-Related Hazards Grant 2020, \$735,101.91; CFP Annual Grant 2022, \$183,775.48

#### **STAFF:**

### ELM CITY COMMUNITIES Housing Authority of the City of New Haven

#### Resolution #04-24/23-R

RESOLUTION AUTHORIZING CONTRACT AWARD TO VASE Management, LLC FOR SCATTERED SITE HOME EXTERIOR AND INTERIOR RENOVATIONS-GROUP D IN THE AMOUNT NOT TO EXCEED \$3,675,509.54 FOR COMPLETION IN 673 CALENDAR DAYS FROM NOTICE TO PROCEED

WHEREAS, ECC/HANH received three HUD competitive capital fund grants to address lead-based paint and housing-related hazards in public housing properties; and

WHEREAS, under prior contracts, lead hazards were addressed at Essex Townhouses and at 17 units in Scattered Sites West properties; and

WHEREAS, receipt of the second lead-based paint grant permitted ECC/HANH to enhance the abatement scope to remove and replace some of the lead-containing components instead of pursuing an encapsulation approach; and

WHEREAS, working with design and environmental consultants, Scattered Sites East and Scattered Sites West properties were grouped into four bid packages addressing lead, asbestos, and other housing-related hazards such as mold; and

WHEREAS, at the July meeting, the Board authorized contract awards for Groups B and C; and

WHEREAS, those contracts are in progress; Group A was re-solicited; and

WHEREAS, Group D includes 24 Scattered Sites East and Scattered Sites West units in 21 properties; and

WHEREAS, on February 22, 2023, ECC/HANH publicly issued Invitation for Bids #PM-23-IFB-727 for Scattered Site Home Exterior and Interior Renovations-Group D; and

WHEREAS, bids were due March 31, 2023; and

WHEREAS, ECC/HANH received and reviewed three bids; and

WHEREAS, ECC/HANH is recommending contract award to VASE Management, LLC who submitted the most responsive and responsible bid in the amount not to exceed \$3,675,509.54 for completion in 673 calendar days from Notice to Proceed; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute a contract with VASE Management, LLC in the amount not to exceed \$3,675,509.54 for Scattered Site Home Exterior and Interior Renovations-Group D be completed in 673 calendar days from Notice to Proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The award of contract #PM-23-C-727 to VASE Management, LLC in the amount not to exceed \$3,675,509.54 for Scattered Site Home Exterior and Interior Renovations-Group D to be completed in 673 calendar days from Notice to Proceed is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on April 18, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP	
GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq.	
A Partner	

Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Motion passed with a nay from Commissioner Rivera.

TO: Board of Commissioners

**DATE:** April 18th, 2023

FROM: Karen DuBois-Walton, President

RE: RESOLUTION AUTHORIZING A CONTRACT AWARD TO CWPM, LLC TO

PROVIDE CARTING, RUBBISH & RECYCLING REMOVAL SERVICES AT LIPH SITES AGENCY WIDE, FOR AN AMOUNT NOT TO EXCEED \$716,932.52 FOR A PERIOD BEGINNING APRIL 19<sup>TH</sup>, 2023 AND ENDING APRIL 18<sup>TH</sup>, 2026 FOR A PERIOD OF ONE YEAR WITH THE OPTION TO

RENEW FOR (2) ADDITIONAL ONE (1) YEAR PERIODS

ACTION: Recommend that the Board of Commissioners adopt Resolution #04-25/23-R

TIMING: Immediately

DISCUSSION: Elm City Communities/The Housing Authority of the City of New Haven (ECC/HANH) has

determined a need for a Carting, Rubbish & Recycling Removal Contactor for LIPH sites

agency wide.

ECC/HANH conducted a competitive procurement to identify a contractor to provide these needed services. On March 8<sup>th</sup>, 2023 ECC released an Invitation for Bid via solicitation #OP-23-IFB-734. Responses were due on April 10<sup>th</sup>, 2023. ECC received three (3) responses, ABC

Carting, American Waste, and CWPM, LLC.

ECC/HANH is now seeking approval to enter into a contract with CWPM, LLC has submitted the most responsive bid for Carting, Rubbish & Recycling Removal Services at LIPH sites agency wide for a period beginning April 19<sup>th</sup>, 2023 and ending April 18<sup>th</sup>, 2026 for a period of one (1) year with the option to renew for two (2) additional one (1) year periods in an amount not to exceed

\$716,932.52.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000,00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. ECC/HANH is now seeking approval to enter into a contract with CWPM for carting, rubbish & recycling removal services at LIPH sites agency wide for a period beginning April 19th, 2023 and ending April 18th, 2026 for a period of one (1) year with the option to renew for two (2) additional one (1)

year periods in an amount not to exceed \$716,932.52.

FISCAL IMPACT: \$231,949.44 Year One (1)

\$238,907.92 Year Two (2) \$246,075.16 Year Three (3)

**SOURCE OF FUNDS: Budgeted Operating Funds** 

STAFF: Karen Coleman, Housing Manager

### **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### **RESOLUTION #04-25/23-R**

Resolution authorizing a contract award to CWPM to provide carting, rubbish & recycling removal services to LIPH sites agency wide, for an amount not to exceed \$716,932.52 for a period beginning April 19<sup>th</sup>, 2023 and ending April 18, 2026 for a period of one (1) year with the option to renew for two (2) additional one (1) year period

WHEREAS, Elm City Communities/the Housing Authority of the City of New Haven (HANH) has a recurring a need for carting rubbish & recycling removal services to LIPH sites agency wide; and

WHEREAS, ECC/HANH conducted a competitive procurement to identify a contractor to provide these needed services on March  $8^{th}$ , 2023 ECC released an invitation for bid via solicitation #OP-23-IFB-734, response was due back on April  $10^{th}$ ; and

WHEREAS, ECC/HANH received three (3) responses, ABC Carting, All American Waste, and CWPM, LLC; and

WHEREAS, ECC/HANH is now seeking approval to enter into a contract with CWPM for carting, rubbish & recycling removal services LIPH sites agency wide for a period beginning April 19, 2023 and ending April 18<sup>th</sup>, 2026 for a period of one (1) year with the option to renew for two (2) additional one (1) year periods in the amount not to exceed \$716,932.52, 2023; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. The award of the contract in an amount not to exceed \$716,932.52 to CWPM for carting, rubbish & recycling removal at LIPH agency wide for the period beginning April 19, 2023 and ending April 18<sup>th</sup>, 2026 for one year with the option to renew for two (2) additional one (1)year periods for a total not to exceed contract amount of \$716,932.52 is hereby authorized.
- 2. The Executive Director be and hereby is authorized, empowered, and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this resolution.
- 3. This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on April  $18^{th}$ , 2023.

	Karen DuBois-Walton, Ph. D. Secretary/Executive Director
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP	
GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq.	

A Partner

Motion to approve resolution was moved by Commissioner Witherspoon and by Commissioner Keene second. Motion passed unanimously.

**TO:** Board of Commissioners

**DATE:** April 18, 2023

FROM: Karen DuBois-Walton, President

**RE:** Resolution Authorizing The Disposal of Assets To The McConaughy Terrace RAD Group

**LLC Property** 

ACTION: Recommend that the Board of Commissioners adopt Resolution # 04-26/23-R

TIMING: Immediately

BACKGROUND: ECC/HANH is in the process of converting the LIPH property known as

McConaughy Terrace to a RAD property. ECC/HANH will no longer be the owner of these properties and will need to dispose of the assets currently on the books at this property and transfer them to the new owners. A physical inventory was performed

to confirm the existence of these assets and a listing is attached.

We are submitting this listing of assets to the Board of Commissioners for approval to

dispose.

Fiscal Impact: None

Staff: Gary B. Hogan, Vice President Operations

John Rafferty, Senior Vice President Finance, Administration, and IT

### **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### **Resolution #04-26/23-R**

### RESOLUTION AUTHORIZING THE DISPOSAL OF ASSETS TO THE MCCONAUGHY TERRACE RAD GROUP LLC PROPERTY

WHEREAS, ECC/HANH is converting the LIPH property known to McConaughy Terrace RAD Group LLC; and

WHEREAS, ECC/HANH will no longer be the owner of these properties; and

WHEREAS, HANH needs to dispose of the fixed assets and inventory currently on the books at these locations; and

WHEREAS, a fixed asset inventory was performed to confirm the existence of the fixed assets at these locations; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that the disposal of the attached fixed assets are approved.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on April 18. 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President
	Date
REVIEWED:	
McCarter & English, LLP GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq. A Partner	

Motion to approve resolution was moved by Commissioner Keene and by Commissioner Witherspoon second. Motion passed unanimously.

TO:	Board of Commissioners
DATE:	April 18, 2023
FROM:	Karen DuBois-Walton, Executive Director
RE:	Resolution ratifying Change Order #1 adding 20 months to the Verizon Wireless contract under the NASPO Agreement for the period beginning January 1, 2023, and ending August 31, 2024, and Change Order # 2 authorizing adding \$150,000.00 to the contract for a total contract amount of \$440,000.00
ACTION:	Recommend that the Board of Commissioners adopt Resolution #04-27/23-R
TIMING:	Immediately
DISCUSSION:	On December 1, 2020, the Board of Commissioners approved Resolution Number 12-109/20-S authorizing a two-year contract for cellular services and devices in the amount of \$290,000 beginning January 1, 2021, through December 31, 2022. ECC is seeking the following changes to the contract:
	<ol> <li>Change Order # 1- Ratifying the extension of the contract starting January 1, 2023, until August 31, 2024</li> <li>Change Order # 2 – Authorizing the additional funds in the amount of \$150,000.00 for a contract value not to exceed \$440,000.00.</li> </ol>
	It is recommended that the Board of Commissioners ratify Change Order #1 extending the term of the contract from January 1, 2023, until August 31, 2024, and authorize the additional funds to be added to the contract for Wireless Voice and Data Services through Verizon Wireless in an amount of \$ 150,000.00 for a total not to exceed \$440,000.00. Services are to be purchased from the NASPO Master Services Contract (#MA 152). NASPO is an acronym for the National Association of State Procurement Officials. NASPO is a consortium of states that engage in multi-state cooperative purchasing of common products to achieve maximum discounts for their members.
FISCAL IMPACT:	\$150,000.00
SOURCE OF FUNDS	: Operating Budget
STAFF:	Donna Piccirilli VP Information Technology/CIO

### **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### **RESOLUTION #04-27/23-R**

#### **Resolution Number**

Resolution ratifying Change Order #1 adding 20 months to the Verizon Wireless contract under the NASPO Agreement for the period beginning January 1, 2023, and ending August 31, 2024, and Change Order # 2 authorizing adding \$150,000.00 to the contract for a total contract amount of \$440,000.00

WHEREAS, On December 1, 2020, the Board of Commissioners approved Resolution Number 12-109/20-S authorizing a two-year contract for cellular services and devices in the amount of \$240,000 beginning January 1, 2021, through December 31, 2022; and

WHEREAS, This resolution is seeking ratification of Change Order # 1 extending the contract term from January 1, 2023, until August 31, 2024; and

WHEREAS, \_ This resolution is seeking authorization of Change Order # 2 to increase the contract amount by an additional \$150,000.00 bringing the total contract value not to exceed amount to \$440,000.00;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. Change orders adding \$150,000 to Verizon contract and extending the date of the contract to August 31, 2024 are hereby ratified.
- 2. The Executive Director be and hereby is authorized, empowered and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this resolution.
- 3. This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on April 18, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/Executive Director
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP	
GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq.	
A Partner	

Motion to approve resolution was moved by Commissioner Keene and by Commissioner Witherspoon second. Motion passed unanimously.

TO: Board of Commissioners

**DATE:** April 18, 2023

FROM: Karen DuBois-Walton, Executive Director

RE: Resolution approving data sharing agreement with Yale University

ACTION: Recommend that the Board of Commissioners adopt Resolution #04-28/23-R

TIMING: Immediately

**DISCUSSION:** Data covered by this Agreement includes:

- Housing choice voucher (HCV) holder and low income public housing (LIPH) tenant identifying information
- HCV holder and LIPH tenant demographic information and residence, employment, and payments-related information
- HCV waitlist and LIPH lottery applicant identifying information
- HCV waitlist and LIPH lottery applicant demographic information and submitted application information related to earnings, employment, and current residence

This Agreement and transfer of Data pursuant to this Agreement constitute a license to use the Data for research on the effects of housing assistance on academic and labor market outcomes, including but not limited to the impact of housing assistance on child academic achievement and school performance and adult employment and income.

The obligations of the parties under this Article shall continue until five (5) years from the date of disclosure.

FISCAL IMPACT: None

SOURCE OF FUNDS: N/A

STAFF: LaToya Mills, Director of CED

#### **ELM CITY COMMUNITIES** Housing Authority of the City of New Haven

#### **RESOLUTION #04-28/23-R**

#### RESOLUTION AUTHORIZING THE APPROVAL FOR A DATA SHARING AGREEMTN WITH YALE **UNIVERSITY**

WHEREAS, Data covered by this Agreement includes: \*Housing choice voucher (HCV) holder and low-

public housing (LIPH) tenant identifying information \*HCV holder and LIPH tenant demographic information and residence, employment, and payments-related information \*HCV waitlist and LIPH lottery applicant identifying information \*HCV waitlist and LIPH lottery applicant demographic information and submitted application information related to earnings, employment, and current residence: and

WHEREAS, This Agreement and transfer of Data pursuant to this Agreement constitute a license to use the Data for research on the effects of housing assistance on academic and labor market outcomes, including but not limited to the impact of housing assistance on child academic achievement and school performance and adult employment &income; and

WHEREAS, The obligations of the parties under this Article shall continue until five (5) years from the date of disclosure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. The award of the contract in an amount not to exceed \$ 0 for 5 years to Yale University for shared data is hereby authorized.
- 2. The Executive Director be and hereby is authorized, empowered and directed to take any and all such action ancillary, related and or/necessary action to fulfill the foregoing purposes and the purposes of this resolution.
- 3. This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on April 18, 2023

	Karen DuBois-Walton, Ph. D. Secretary/Executive Director
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP	
GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq.	

Motion to approve resolution was moved by Commissioner Keene and by Commissioner Witherspoon second. Motion passed unanimously.

Motion to adjourn was made at 4:31 p.m.	by Chairman W	Vitherspoon and	seconded by C	Commissioner	Keene. N	Motion p	assed
unanimously.							

#### **ADJOURNMENT**

TO: All Board of Commissioners

FROM: John Rafferty, CFO

**RE:** Bills and Communications

**DATE:** May 16, 2023

Attached please find the following Two (2) lists:

<u>Aged Accounts Payable Report</u> totaling \$ 20,102.82 (listed on page 1), this excludes paid invoices on report). This list consists of invoices that have been received and entered in the system but may not be ready for payment. A register of the paid invoices may be provided at the May 16, 2023 Board of Commissioners meeting.

Bank Book Check Register totaling \$ 4,140,641 (listed on page 13). This list consists of invoices that have been paid from April 1 – April 30, 2023.

A. Prete Construction Company, Inc (\$ 503,141) for Crawford Health & Safety #7; AVT Construction Inc (\$ 32,272) for various sites improvements; City of New Haven (\$71,596) for Trash, Fuel and two months of LCI; Home Services & More, LLC (\$ 38,632) for agency-wide plumbing; Montagno Construction, Inc (\$ 1,000,096) for RAD II A Valley; Marcum LLP (\$ 104,540) Agency-wide audits; Home Depot (\$ 88,942) for agency-wide materials; JLY Enterprises LLC (\$ 65,111) for Scattered Sites; HD Supply Facilities Maintenance, Ltd (\$16,468) agency-wide supplies; United Illuminating (\$ 157,968) for various sites; Southern Connecticut Gas (\$ 99,970) for agency-wide gas service; Regional Water Authority (\$ 67,431) For agency-wide services.

The total of both registers is \$ 4,160,743.82 Attachments

### Aged Accounts Payables

Vendor Name	Invoice #	Inv. Date	Due Date	Amount Due
Home Depot	6970870	03/17/2023	04/16/2023	22.53
Angel Cox	FOOD VOUCHER \$75		04/10/2023	75.00
MajorWorks LLC	1038		05/14/2023	1,170.00
MajorWorks LLC	1040		05/20/2023	2,405.00
Jerris Luncheonette Inc	MOTHER'S DAY		05/27/2023	660.00
Juanita Halepas	0149		04/29/2023	513.10
Tarin Evans	PAINT EVENT APRIL 23		05/27/2023	300.00
Tarin Evans	MOTHERS DAY EVENT		05/27/2023	300.00
United Illuminating	281-A08 CCF 466	04/07/2023	05/07/2023	13.09
United Illuminating	281-A08 CCF 466	04/07/2023	05/07/2023	29.56
Water Pollution Control	214-035 CCF 1755		05/19/2023	8,845.65
Water Pollution Control	214-035 CCF 104	04/19/2023	05/19/2023	549.24
Al Mccoy Langston	RSVP'23	04/30/2023	05/30/2023	200.00
Donna Santiago	RSVP'23	04/30/2023	05/30/2023	200.00
Holly A Bryk	<u>23-0569</u>	04/04/2023	05/04/2023	40.00
Judy Cosby	RSVP'23	04/30/2023	05/30/2023	200.00
Lagreta Riles	RSVP'23	04/30/2023	05/30/2023	200.00
Lee C Moore	RSVP'23	04/30/2023	05/30/2023	200.00
Perry Lamar Gary	RSVP'23	04/30/2023	05/30/2023	200.00
United Illuminating	281-A08 CCF 466	04/07/2023	05/07/2023	16.03
Alberta W Golden	RSVP'23	04/30/2023	05/30/2023	200.00
Alicia M Spencer	RSVP'23	04/30/2023	05/30/2023	200.00
Eric D Jowers	RSVP'23	04/30/2023	05/30/2023	200.00
Linda Cross	RSVP'23	04/30/2023	05/30/2023	200.00
United Illuminating	281-A08 CCF 466	04/07/2023	05/07/2023	13.67
OTC Brands, INC	PARADE APRIL 2023	04/25/2023	05/25/2023	99.95
Postmaster	<u>276305</u>	04/17/2023	05/17/2023	3,000.00
Tyler Da-Ron Cook	STIPEND MARCH & APRI	04/26/2023	05/26/2023	50.00
	<b>Total Amount Due</b>			20,102.82



#### Housing Authority of New Haven

	Type	Check No.	DD No.	Date	Amount	Status	Void Date	Recorded Payee
Theck						_	voia Bato	
These					· · · · · · · · · · · · · · · · · · ·			
Theck					, ,			
Theol.								
					, ,			
Deck					, ,			
Check					, ,			
Deck								
Deck		1			, ,	1		i
Decision								
Check		1						
Deck					\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Check								·
Check					,			
Check					` '			
Check					, ,			·
Check					· · · · · · · · · · · · · · · · · · ·			
Check								
Check		1			` '			
Check					` '			· · · · · · · · · · · · · · · · · · ·
Check								
Check					\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Check								
Check         180644         0 04/01/2023         \$ (16.00)         Posted         Sandy M Gaskin           Check         180591         0 04/01/2023         \$ (16.9.00)         Posted         Fallh H Thompson           Check         180664         0 04/01/2023         \$ (25.00)         Posted         Tanya A. Solomon           Check         180674         0 04/01/2023         \$ (52.00)         Posted         Tyrell J Pearson           Check         180641         0 04/01/2023         \$ (82.00)         Posted         Robyn Louise Green           Check         180647         0 04/01/2023         \$ (82.00)         Posted         Rehossem Dilrangave           Check         180647         0 04/01/2023         \$ (52.00)         Posted         Rehossem Dilrangave           Check         180678         0 04/01/2023         \$ (132.00)         Posted         Victoria C Allen           Check         180582         0 04/01/2023         \$ (132.00)         Posted         Detyma V Watson           Check         180672         0 04/01/2023         \$ (132.00)         Posted         Trenna Soares           Check         180672         0 04/01/2023         \$ (130.00)         Posted         Paula A Barnes           Check         180								
Check					, ,			·
Check					, ,			
Check								
Check					( /			i i
Check         180639         0 04/01/2023         \$ (82.00)         Posted         Rehossem Djirangaye           Check         180647         0 04/01/2023         \$ (52.00)         Posted         Shalanda Rena Wiggins           Check         180678         0 04/01/2023         \$ (112.00)         Posted         Victoria C Allen           Check         180576         0 04/01/2023         \$ (132.00)         Posted         Dested           Check         180672         0 04/01/2023         \$ (132.00)         Posted         Brenda Sparks           Check         180642         0 04/01/2023         \$ (16.00)         Posted         Trenna Soares           Check         180634         0 04/01/2023         \$ (130.00)         Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (130.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (169.00)         Posted         Gianakos Jenkins           Check         180607         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180574         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180579         <					,			
Check         180647         0 04/01/2023         \$ (52.00)         Posted         Shalanda Rena Wiggins           Check         180678         0 04/01/2023         \$ (112.00)         Posted         Victoria C Allen           Check         180582         0 04/01/2023         \$ (132.00)         Posted         Cetyma V Watson           Check         180576         0 04/01/2023         \$ (128.00)         Posted         Brenda Sparks           Check         180572         0 04/01/2023         \$ (128.00)         Posted         Trenna Soares           Check         180634         0 04/01/2023         \$ (16.00)         Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (16.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (16.00)         Posted         Gianakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (112.00)         Posted         Chevonne Boone           Check         180570         0 04/01/2023         \$ (112.00)         Posted         Sherita Tucker           Check         180555					, ,			i
Check         180678         0 04/01/2023         \$ (112.00)         Posted         Victoria C Allen           Check         180582         0 04/01/2023         \$ (132.00)         Posted         Cetyma V Watson           Check         180576         0 04/01/2023         \$ (132.00)         Posted         Brenda Sparks           Check         180672         0 04/01/2023         \$ (128.00)         Posted         Trenna Soares           Check         180634         0 04/01/2023         \$ (130.00)         Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (130.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (16.00)         Posted         Glanakos Jenkins           Check         180607         0 04/01/2023         \$ (137.00)         Posted         Joshua C Martin           Check         180670         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180674         0 04/01/2023         \$ (107.00)         Posted         Sherita Tucker           Check         180655         <					, ,			
Check         180582         0 04/01/2023         \$ (132.00) Posted         Cetyma V Watson           Check         180576         0 04/01/2023         \$ (132.00) Posted         Brenda Sparks           Check         180672         0 04/01/2023         \$ (128.00) Posted         Trenna Soares           Check         180634         0 04/01/2023         \$ (16.00) Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (130.00) Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (16.00) Posted         Gianakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00) Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (112.00) Posted         Chevonne Boone           Check         180574         0 04/01/2023         \$ (112.00) Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (52.00) Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (52.00) Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00) Posted         Caroline Contreras           Check         180580         0 04/01/2023					\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			****
Check         180576         0 04/01/2023         \$ (132.00)         Posted         Brenda Sparks           Check         180672         0 04/01/2023         \$ (128.00)         Posted         Trenna Soares           Check         180634         0 04/01/2023         \$ (16.00)         Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (169.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (169.00)         Posted         Glanakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (112.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180674         0 04/01/2023         \$ (112.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Gerardo Flores           Check         180592         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0								
Check         180672         0 04/01/2023         \$ (128.00)         Posted         Trenna Soares           Check         180634         0 04/01/2023         \$ (16.00)         Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (130.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (206.00)         Posted         Gianakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         TrankcDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (52.00)         Posted         Gerardo Flores           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Carroline Contreras           Check         180649					` '			i i
Check         180634         0 04/01/2023         \$ (16.00)         Posted         Paula A Barnes           Check         180594         0 04/01/2023         \$ (130.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (169.00)         Posted         Gianakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180554         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180555         0 04/01/2023         \$ (52.00)         Posted         Gerardo Flores           Check         180592         0 04/01/2023         \$ (52.00)         Posted         Carroline Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624					, ,			·
Check         180594         0 04/01/2023         \$ (130.00)         Posted         Helen Suggs           Check         180593         0 04/01/2023         \$ (169.00)         Posted         Glanakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (52.00)         Posted         Garando Flores           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>								
Check         180593         0 04/01/2023         \$ (169.00)         Posted         Gianakos Jenkins           Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carroline Contreras           Check         180680         0 04/01/2023         \$ (52.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Connie Mills           Check         180673								
Check         180607         0 04/01/2023         \$ (206.00)         Posted         Joshua C Martin           Check         180583         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (132.00)         Posted         Carmen Lozada           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carroline Contreras           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (132.00)         Posted         Trevon Highsmith           Check         180584		1			,			
Check         180583         0 04/01/2023         \$ (137.00)         Posted         Chevonne Boone           Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (132.00)         Posted         Gerardo Flores           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (132.00)         Posted         Trevon Highsmith           Check         180584					, ,			
Check         180670         0 04/01/2023         \$ (112.00)         Posted         Tina McDonald           Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (132.00)         Posted         Gerardo Flores           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584					` '			
Check         180574         0 04/01/2023         \$ (107.00)         Posted         Brandi R Burgess           Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (132.00)         Posted         Gerardo Flores           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis								
Check         180655         0 04/01/2023         \$ (52.00)         Posted         Sherita Tucker           Check         180592         0 04/01/2023         \$ (132.00)         Posted         Gerardo Flores           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check	180670	0	04/01/2023	\$ (112.00)	Posted		Tina McDonald
Check         180592         0 04/01/2023         \$ (132.00)         Posted         Gerardo Flores           Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check	1			` '			· ·
Check         180579         0 04/01/2023         \$ (52.00)         Posted         Carmen Lozada           Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check				,			
Check         180580         0 04/01/2023         \$ (52.00)         Posted         Caroline Contreras           Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check				` '			
Check         180624         0 04/01/2023         \$ (128.00)         Posted         Nancy Marilyn Estrada           Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check	1			· · · · · · · · · · · · · · · · · · ·			Carmen Lozada
Check         180649         0 04/01/2023         \$ (52.00)         Posted         Shana Johnson           Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check	1						Caroline Contreras
Check         180636         0 04/01/2023         \$ (82.00)         Posted         Preziosa Flores           Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check				` '			
Check         180586         0 04/01/2023         \$ (132.00)         Posted         Connie Mills           Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check	180649			\$ (52.00)	Posted		Shana Johnson
Check         180673         0 04/01/2023         \$ (128.00)         Posted         Trevon Highsmith           Check         180584         0 04/01/2023         \$ (106.00)         Posted         Ciera S Lewis	Check	180636			\$ (82.00)	Posted		Preziosa Flores
Check 180584 0 04/01/2023 \$ (106.00) Posted Ciera S Lewis	Check	180586	0	04/01/2023	\$ (132.00)	Posted		Connie Mills
	Check	180673	0	04/01/2023	\$ (128.00)	Posted		Trevon Highsmith
Check 180626 0 04/01/2023 \$ (52.00) Posted Natasha White	Check	180584	0	04/01/2023	\$ (106.00)	Posted		Ciera S Lewis
	Check	180626	0	04/01/2023	\$ (52.00)	Posted		Natasha White

Concil.   18868   0.004102032   \$   317.000   Posted   Casen Taylor   Chock   188669   0.040102033   \$   47.000   Posted   Casen Taylor   Chock   188669   0.040102033   \$   47.000   Posted   Casen Cammon   Chock   188669   0.040102033   \$   47.000   Posted   Casen Cammon   Casen Cammon	Check	180605	0	04/01/2023	\$ (56.00)	Doctod	Jessica S Johnson
Decision					, ,	1	
Check							ŕ
Description   180666   O plot   Doug   S   G. (1900)   Posted   Jamie Marce Devilin					,	1	
Check					,	1	
Deck					,	1	,
Check					+ (00.00)		
Check							· ·
Description					. ( ,	1	·
Check					,	1	
Check	Check	180569	0	04/01/2023	\$ (59.00)	Posted	Alice J. Foskey
Check		180606	0	04/01/2023		Posted	ŕ
Check	Check	180622	0	04/01/2023	\$ (56.00)	Posted	Migdalia Flores
Check	Check	180651	0	04/01/2023	\$ (52.00)	Posted	Shaquonda Rashaya Hunte
Check	Check	180627	0	04/01/2023	\$ (56.00)	Posted	Natasha C Clay
Check	Check	180577	0	04/01/2023	\$ (52.00)	Posted	Candi Foley
Check	Check	180628	0	04/01/2023	\$ (99.00)	Posted	Natasha Laureano
Check	Check	180597	0	04/01/2023	\$ (52.00)	Posted	Iris Hernandez-Cepeda
Check	Check	180567	0	04/01/2023	\$ (78.00)	Posted	Adrienne Simpson
Check					,	1	·
Check         1800-04         0 04017/2023         \$ (66-00) Posted         Jessica Gentile           Check         1804015         0 04017/2023         \$ (47.00) Posted         Margine Roman           Check         180406         0 04017/2023         \$ (192.00) Posted         Josyn Lockwood           Check         180635         0 04017/2023         \$ (19.00) Posted         Perry Flowers           Check         180677         0 04017/2023         \$ (19.00) Posted         Perry Flowers           Check         180678         0 04017/2023         \$ (16.00) Posted         Nykia Lashelle Wilder           Check         180679         0 04017/2023         \$ (36.00) Posted         Shanice McCalloway           Check         180650         0 04017/2023         \$ (36.00) Posted         Shanice McCalloway           Check         180675         0 04017/2023         \$ (36.00) Posted         Jamine McGahe           Check         180648         0 04017/2023         \$ (32.00) Posted         Shanica McGahe           Check         180649         0 04017/2023         \$ (52.00) Posted         Shanica McGahe           Check         180641         0 04017/2023         \$ (47.00) Posted         Torcara Smith           Check         180641         0 04017/2023					,	1	Š.
Check					,		ŕ
Check					, , , , , ,		
Check         180635         0 04/01/2023         s         (159.00)         Posted         Perry Flowers           Check         180572         0 04/01/2023         s         (159.00)         Posted         Attavia Boone           Check         180578         0 04/01/2023         s         (169.00)         Posted         Carle Washington           Check         180650         0 04/01/2023         s         (56.00)         Posted         Nykia Lashelle Wilder           Check         180660         0 04/01/2023         s         (56.00)         Posted         Nykia Lashelle Wilder           Check         180675         0 04/01/2023         s         (56.00)         Posted         Tyshonna Hobby           Check         180648         0 04/01/2023         s         (23.00)         Posted         Jyshonna Hobby           Check         180641         0 04/01/2023         s         (52.00)         Posted         Jyshonna Hobby           Check         180671         0 04/01/2023         s         (52.00)         Posted         Aryshnee Buller           Check         180661         0 04/01/2023         s         (19.00)         Posted         Aryshnee Buller           Check         180661         <					, , , , , ,		
Check         180572         0 4001/2023         \$ (\$2.00)         Posited         Artavia Boone           Check         180578         0 4001/2023         \$ (169.00)         Posited         Carle Washington           Check         180679         0 401/2023         \$ (56.00)         Posited         Nyála Lashelle Wilder           Check         180650         0 401/12023         \$ (56.00)         Posited         Shanice M. Callovay           Check         180603         0 401/12023         \$ (56.00)         Posited         Shanice M. Callovay           Check         180648         0 401/12023         \$ (52.00)         Posited         Shamine Mcghee           Check         180671         0 401/12023         \$ (52.00)         Posited         Shamine White           Check         180573         0 401/12023         \$ (52.00)         Posited         Aryshnee Buller           Check         180671         0 401/12023         \$ (69.00)         Posited         Torrya Perkins           Check         180661         0 401/12023         \$ (19.00)         Posited         Traccarra Smith           Check         180661         0 401/12023         \$ (19.00)         Posited         Arisinas Santana           Check         180621 <td></td> <td></td> <td></td> <td></td> <td>. ( ,</td> <td>1</td> <td>*</td>					. ( ,	1	*
Check					,	1	*
Check					, ,		
Check         180650         0 4/01/2023         \$ (56.00)         Posted         Shanice M. Calloway           Check         1806/35         0 4/01/2023         \$ (56.00)         Posted         Tyshonna Hobby           Check         1806/35         0 4/01/2023         \$ (23.00)         Posted         Jyshronna Hobby           Check         1806/38         0 4/01/2023         \$ (52.00)         Posted         Jyshroe Butler           Check         1806/37         0 4/01/2023         \$ (59.00)         Posted         Ayshroe Butler           Check         1806/37         0 4/01/2023         \$ (99.00)         Posted         Typa Perkins           Check         1806/31         0 4/01/2023         \$ (19.00)         Posted         Tropa Perkins           Check         1806/21         0 4/01/2023         \$ (19.00)         Posted         Trocarra Smith           Check         1806/21         0 4/01/2023         \$ (19.00)         Posted         Miralia Anderson           Check         1806/32         0 4/01/2023         \$ (56.00)         Posted         Miralia Davis           Check         1806/32         0 4/01/2023         \$ (50.00)         Posted         Clorissa Rivera           Check         1806/37         0							··
Check         180675         0 4/01/2023         \$ (56.00)         Posted         Tyshonna Hobby           Check         180603         0 4/01/2023         \$ (23.00)         Posted         Jasmine Monte           Check         180648         0 4/01/2023         \$ (52.00)         Posted         Shamira White           Check         180671         0 4/01/2023         \$ (52.00)         Posted         Ayshnee Butler           Check         180671         0 4/01/2023         \$ (09.00)         Posted         Taccarra Smith           Check         180671         0 4/01/2023         \$ (19.00)         Posted         Tarcarra Smith           Check         180621         0 4/01/2023         \$ (19.00)         Posted         Arriana Santana           Check         180621         0 4/01/2023         \$ (19.00)         Posted         Mecca Malia Anderson           Check         180632         0 4/01/2023         \$ (56.00)         Posted         Mikalla Davis           Check         180633         0 4/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180588         0 4/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180637         0 4/01/2023 <td>Check</td> <td>180629</td> <td></td> <td></td> <td>, ,</td> <td></td> <td>Nykia Lashelle Wilder</td>	Check	180629			, ,		Nykia Lashelle Wilder
Check         180603         0 4/01/2023         \$ (23.00)         Posted         Jasmine Mcqhee           Check         180648         0 4/01/2023         \$ (52.00)         Posted         Jasmine Micqhee           Check         180573         0 4/01/2023         \$ (52.00)         Posted         Ayshnee Buller           Check         180671         0 4/01/2023         \$ (69.00)         Posted         Tonya Perkins           Check         180671         0 4/01/2023         \$ (19.00)         Posted         Arrana Santana           Check         180571         0 4/01/2023         \$ (156.00)         Posted         Arrana Santana           Check         180621         0 4/01/2023         \$ (156.00)         Posted         Mecca Malla Anderson           Check         180623         0 4/01/2023         \$ (33.00)         Posted         Midsal Davis           Check         180623         0 4/01/2023         \$ (56.00)         Posted         Midsala Davis           Check         180588         0 4/01/2023         \$ (56.00)         Posted         Midsala Davis           Check         180637         0 4/01/2023         \$ (10.00)         Posted         Raquel Austin           Check         180637         0 4/01/2023 <td>Check</td> <td>180650</td> <td>0</td> <td>04/01/2023</td> <td>( ,</td> <td>Posted</td> <td>Shanice M. Calloway</td>	Check	180650	0	04/01/2023	( ,	Posted	Shanice M. Calloway
Check         180648         0 04/01/2023         \$ (52.00)         Posted         Shamira White           Check         180573         0 04/01/2023         \$ (52.00)         Posted         Ayshnee Butler           Check         180661         0 04/01/2023         \$ (69.00)         Posted         Taccarra Smith           Check         180671         0 04/01/2023         \$ (19.00)         Posted         Arriana Santana           Check         180613         0 04/01/2023         \$ (16.60)         Posted         Mircana Santana           Check         180613         0 04/01/2023         \$ (43.00)         Posted         Mircana Markana           Check         180633         0 04/01/2023         \$ (56.00)         Posted         Mircana Markana           Check         180633         0 04/01/2023         \$ (56.00)         Posted         Mikalla Davis           Check         180638         0 04/01/2023         \$ (56.00)         Posted         Dona Willett           Check         180637         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180663         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea Reyes           Check         180647         0	Check	180675	0	04/01/2023	\$ (56.00)	Posted	Tyshonna Hobby
Check         180573         0 4/01/2023         \$ (52.00)         Posted         Ayshnee Butler           Check         180671         0 4/01/2023         \$ (69.00)         Posted         Tonya Perkins           Check         180661         0 4/01/2023         \$ (104.00)         Posted         Tonya Perkins           Check         180571         0 04/01/2023         \$ (19.00)         Posted         Arriana Santana           Check         180621         0 04/01/2023         \$ (156.00)         Posted         Mecca Malia Anderson           Check         180633         0 04/01/2023         \$ (59.00)         Posted         Lindsay Derubis           Check         180633         0 04/01/2023         \$ (59.00)         Posted         Mikalle Davis           Check         180588         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180585         0 04/01/2023         \$ (56.00)         Posted         Raquel Austin           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180644         0 04/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180657	Check	180603	0	04/01/2023	\$ (23.00)	Posted	Jasmine Mcghee
Check         180671         0 04/01/2023         \$ (69.00)         Posted         Tonya Perkins           Check         180661         0 04/01/2023         \$ (104.00)         Posted         Taccarra Smith           Check         180671         0 04/01/2023         \$ (15.00)         Posted         Arriana Santana           Check         180613         0 04/01/2023         \$ (15.600)         Posted         Mecca Malia Anderson           Check         180623         0 04/01/2023         \$ (56.00)         Posted         Lindsay Derubis           Check         180628         0 04/01/2023         \$ (56.00)         Posted         Mikalia Davis           Check         180637         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180683         0 04/01/2023         \$ (52.00)         Posted         Marcilena Perez           Check         180643         <	Check	180648	0	04/01/2023	\$ (52.00)	Posted	Shamira White
Check         180661         0 04/01/2023         \$ (104.00)         Posted         Taccarra Smith           Check         180571         0 04/01/2023         \$ (19.00)         Posted         Arriana Santana           Check         180621         0 04/01/2023         \$ (156.00)         Posted         Mecca Malia Anderson           Check         180631         0 04/01/2023         \$ (43.00)         Posted         Lindsay Derubis           Check         180632         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180638         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180637         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180663         0 04/01/2023         \$ (56.00)         Posted         Tania Montanez           Check         180663         0 04/01/2023         \$ (52.00)         Posted         Marcillena Perez           Check         180657         0 04/01/2023         \$ (52.00)         Posted         Stephanie Santlago           Check         180654	Check	180573	0	04/01/2023	\$ (52.00)	Posted	Ayshnee Butler
Check         180571         0 04/01/2023         \$ (19.00)         Posted         Arriana Santana           Check         180621         0 04/01/2023         \$ (156.00)         Posted         Mecca Malia Anderson           Check         180613         0 04/01/2023         \$ (43.00)         Posted         Lindsay Derubis           Check         180623         0 04/01/2023         \$ (59.00)         Posted         Mikalia Davis           Check         180588         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180585         0 4/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180637         0 4/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 4/01/2023         \$ (56.00)         Posted         Zulady Allicea-Reyes           Check         180663         0 4/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180657         0 4/01/2023         \$ (19.00)         Posted         Stephanie Santlago           Check         180651         0 4/01/2023         \$ (32.00)         Posted         Olivia Camp           Check         180734         <	Check	180671	0	04/01/2023	\$ (69.00)	Posted	Tonya Perkins
Check         180621         0 04/01/2023         \$ (156.00)         Posted         Mecca Malia Anderson           Check         180613         0 04/01/2023         \$ (43.00)         Posted         Lindsay Derubis           Check         180623         0 04/01/2023         \$ (59.00)         Posted         Lindsay Derubis           Check         180588         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180637         0 04/01/2023         \$ (56.00)         Posted         Raquel Austin           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180663         0 04/01/2023         \$ (19.00)         Posted         Zulady Alicea-Reyes           Check         1806614         0 04/01/2023         \$ (52.00)         Posted         Marcilena Perez           Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180734         0 04/01/2023         \$ (23.00)         Posted         Sheila K Grant           Check         180735<	Check	180661	0	04/01/2023	\$ (104.00)	Posted	Taccarra Smith
Check         180613         0 04/01/2023         \$ (43.00) Posted         Lindsay Derubis           Check         180623         0 04/01/2023         \$ (59.00) Posted         Mikalla Davis           Check         180588         0 04/01/2023         \$ (56.00) Posted         Donna Willett           Check         180637         0 04/01/2023         \$ (56.00) Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00) Posted         Zulady Alicea-Reyes           Check         180663         0 04/01/2023         \$ (19.00) Posted         Tania Montanez           Check         180664         0 04/01/2023         \$ (19.00) Posted         Tania Montanez           Check         180657         0 04/01/2023         \$ (19.00) Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (19.00) Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (52.00) Posted         Shelia K Grant           Check         180634         0 04/01/2023         \$ (52.00) Posted         Shelia K Grant           Check         180733         0 04/01/2023         \$ (287.00) Posted         Shelia K Grant           Check         180733         0 04/01/2023	Check	180571	0	04/01/2023	\$ (19.00)	Posted	Arriana Santana
Check         180623         0 04/01/2023         \$ (59.00)         Posted         Mikalla Davis           Check         180588         0 04/01/2023         \$ (56.00)         Posted         Donna Williett           Check         180637         0 04/01/2023         \$ (56.00)         Posted         Raquel Austin           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180663         0 04/01/2023         \$ (56.00)         Posted         Tania Montanez           Check         180614         0 04/01/2023         \$ (19.00)         Posted         Marcilena Perez           Check         180631         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (28.00)         Posted         Shelia K Grant           Check         180734         0 04/01/2023         \$ (28.00)         Posted         Shelia K Grant           Check         180735	Check	180621	0	04/01/2023	\$ (156.00)	Posted	Mecca Malia Anderson
Check         180623         0 04/01/2023         \$ (59.00)         Posted         Mikalla Davis           Check         180588         0 04/01/2023         \$ (56.00)         Posted         Donna Williett           Check         180637         0 04/01/2023         \$ (56.00)         Posted         Chorisa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Clorisas Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180643         0 04/01/2023         \$ (56.00)         Posted         Tania Montanez           Check         180641         0 04/01/2023         \$ (19.00)         Posted         Marciliena Perez           Check         180641         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (28.00)         Posted         Shelia K Grant           Check         180734         0 04/01/2023         \$ (28.00)         Posted         Shelia K Grant           Check         180735	Check	180613	0	04/01/2023	\$ (43.00)	Posted	Lindsay Derubis
Check         180588         0 04/01/2023         \$ (56.00)         Posted         Donna Willett           Check         180637         0 04/01/2023         \$ (1.00)         Posted         Raquel Austin           Check         180685         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180614         0 04/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (52.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (52.00)         Posted         Stephanie Santiago           Check         180734         0 04/01/2023         \$ (52.00)         Posted         Shella K Grant           Check         180735         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         <	Check	180623	0	04/01/2023	\$ (59.00)	Posted	Mikalla Davis
Check         180637         0 04/01/2023         \$ (1.00) Posted         Raquel Austin           Check         180585         0 04/01/2023         \$ (56.00) Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00) Posted         Zulady Alicea-Reyes           Check         180663         0 04/01/2023         \$ (19.00) Posted         Tania Montanez           Check         180667         0 04/01/2023         \$ (19.00) Posted         Marcilena Perez           Check         180631         0 04/01/2023         \$ (19.00) Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (52.00) Posted         Olivia Camp           Check         180634         0 04/01/2023         \$ (52.00) Posted         Shella K Grant           Check         180734         0 04/01/2023         \$ (52.00) Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (287.00) Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (267.00) Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00) Posted         Tashima Snell           DD         <		180588				1	Donna Willett
Check         180585         0 04/01/2023         \$ (56.00)         Posted         Clorissa Rivera           Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180663         0 04/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180614         0 04/01/2023         \$ (52.00)         Posted         Marcilena Perez           Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santlago           Check         180631         0 04/01/2023         \$ (43.00)         Posted         Olivia Camp           Check         180654         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180679         29412         04/01/2023         \$ (123.00)         Posted         Yolanda Marte <td></td> <td></td> <td></td> <td></td> <td>,</td> <td></td> <td></td>					,		
Check         180681         0 04/01/2023         \$ (56.00)         Posted         Zulady Alicea-Reyes           Check         180663         0 04/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180614         0 04/01/2023         \$ (52.00)         Posted         Marcilena Perez           Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (43.00)         Posted         Olivia Camp           Check         180654         0 04/01/2023         \$ (62.00)         Posted         Shelia K Grant           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (267.00)         Posted         Mildred Mercado           Check         180733         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180730         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180757         29412         04/01/2023         \$ (123.00)         Posted         Yoland Marte           DD							
Check         180663         0 04/01/2023         \$ (19.00)         Posted         Tania Montanez           Check         180614         0 04/01/2023         \$ (52.00)         Posted         Marcilena Perez           Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (32.00)         Posted         Olivia Camp           Check         180654         0 04/01/2023         \$ (287.00)         Posted         Shella K Grant           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (267.00)         Posted         Mildred Mercado           Check         180733         0 04/01/2023         \$ (240.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180643         29412         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano					, , , , , ,		
Check         180614         0 04/01/2023         \$ (52.00)         Posted         Marcilena Perez           Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (43.00)         Posted         Olivia Camp           Check         180654         0 04/01/2023         \$ (52.00)         Posted         Sheila K Grant           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (267.00)         Posted         Mildred Mercado           Check         180733         0 04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180659         29416         04/01/2023         \$ (169.00)         Posted         Suan Davis </td <td></td> <td></td> <td></td> <td></td> <td>( ,</td> <td></td> <td></td>					( ,		
Check         180657         0 04/01/2023         \$ (19.00)         Posted         Stephanie Santiago           Check         180631         0 04/01/2023         \$ (43.00)         Posted         Olivia Camp           Check         180654         0 04/01/2023         \$ (52.00)         Posted         Sheila K Grant           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180733         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180643         29419         04/01/2023         \$ (169.00)         Posted         Susan Davis           DD         180599         29416         04/01/2023         \$ (99.00)         Posted         Sean Michael Flowers           DD         180659         29421         04/01/2023         \$ (99.00)					,		
Check         180631         0 04/01/2023         \$ (43.00)         Posted         Olivia Camp           Check         180654         0 04/01/2023         \$ (52.00)         Posted         Sheila K Grant           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (267.00)         Posted         Mildred Mercado           Check         180733         0 04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (41.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (99.00)         Posted <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
Check         180654         0 04/01/2023         \$ (52.00)         Posted         Sheila K Grant           Check         180734         0 04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0 04/01/2023         \$ (571.00)         Posted         Mildred Mercado           Check         180733         0 04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (22.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (169.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (99.00)         Posted         Sean Michael Flowers           DD         180648         29421         04/01/2023         \$ (162.0							
Check         180734         0         04/01/2023         \$ (287.00)         Posted         Glendower Ribicoff Four, LLC           Check         180735         0         04/01/2023         \$ (571.00)         Posted         Mildred Mercado           Check         180733         0         04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0         04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (141.00)         Posted         Rosaura Luciano           DD         180643         29419         04/01/2023         \$ (169.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (99.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD							<u> </u>
Check         180735         0         04/01/2023         \$ (571.00)         Posted         Mildred Mercado           Check         180733         0         04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0         04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (141.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Susan Davis           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Sean Michael Flowers           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Mary A Lopez           DD         180618					,		
Check         180733         0 04/01/2023         \$ (267.00)         Posted         Glendower Farnam Courts II 9%, LLC           Check         180736         0 04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (41.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Susan Davis           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180669         29420         <					,		
Check         180736         0         04/01/2023         \$ (240.00)         Posted         Tashima Snell           DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (41.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Isabel Fuentes           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180669         294							
DD         180570         29412         04/01/2023         \$ (123.00)         Posted         Ana Falero           DD         180679         29424         04/01/2023         \$ (41.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Isabel Fuentes           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (99.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Valeka Williams					, ,		
DD         180679         29424         04/01/2023         \$ (41.00)         Posted         Yolanda Marte           DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Isabel Fuentes           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Valeka Williams					, ,	1	
DD         180643         29419         04/01/2023         \$ (22.00)         Posted         Rosaura Luciano           DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Isabel Fuentes           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams					,		
DD         180599         29416         04/01/2023         \$ (169.00)         Posted         Isabel Fuentes           DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams					, (, , , ,		
DD         180659         29421         04/01/2023         \$ (99.00)         Posted         Susan Davis           DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams	DD	180643	29419	04/01/2023	\$ (22.00)	Posted	Rosaura Luciano
DD         180646         29420         04/01/2023         \$ (98.00)         Posted         Sean Michael Flowers           DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams	DD	180599	29416	04/01/2023	, , , , , ,		Isabel Fuentes
DD         180598         29415         04/01/2023         \$ (162.00)         Posted         Iris Nereida Santana           DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams	DD	180659	29421	04/01/2023	\$ (99.00)	Posted	Susan Davis
DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams	DD	180646	29420	04/01/2023	\$ (98.00)	Posted	Sean Michael Flowers
DD         180618         29417         04/01/2023         \$ (138.00)         Posted         Mary A Lopez           DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams						1	Iris Nereida Santana
DD         180575         29413         04/01/2023         \$ (132.00)         Posted         Brenda Leisa Dickey           DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams	DD						
DD         180669         29422         04/01/2023         \$ (76.00)         Posted         Thelma Goodwin           DD         180676         29423         04/01/2023         \$ (104.00)         Posted         Valeka Williams							
DD 180676 29423 04/01/2023 \$ (104.00) Posted Valeka Williams					, ,		·
THE TRUES AND THE TRUE TO BE A	DD	180632			, , , , , , , , , , , , , , , , , , , ,		Pamela Greene

			İ		1	
DD	180568	29411	04/01/2023	, ,	Posted	Afrika Lynette Canady
DD	180587		04/01/2023	, ,	Posted	Dione Bennett
Check	180749		04/03/2023	\$ (2,106.87)		Water Pollution Control
Check	180750		04/03/2023	\$ (2,663.48)		Water Pollution Control
Check	180751		04/03/2023	\$ (2,265.17)		Water Pollution Control
Check	180752		04/03/2023	\$ (8,980.32)		Water Pollution Control
Check	180753		04/03/2023	\$ (9,608.44)		Water Pollution Control
Check	180748		04/03/2023	\$ (460.00)		Supreme Corporation
Check	180740		04/03/2023	\$ (1,505.72) \$ (611.54)		Southern Connecticut Gas
Check	180741		04/03/2023	, , , , , , , , , , , , , , , , , , , ,		Southern Connecticut Gas
Check	180742 180743		04/03/2023	, ,	Posted	Southern Connecticut Gas
Check	180743		04/03/2023		Posted	Southern Connecticut Cas
Check	180745		04/03/2023	\$ (103.11) \$ (151.06)		Southern Connecticut Gas Southern Connecticut Gas
Check				\$ (4,960.09)		
Check	180746 180747		04/03/2023	\$ (4,980.09)		Southern Connecticut Gas Southern Connecticut Gas
Check Check	180738		04/03/2023	\$ (755.26)		Home Depot
Check	180737		04/03/2023	\$ (4,241.56)		HD Supply Facilities Maintenance, Ltd
Check	180737		04/03/2023	\$ (882.14)		Johnson Controls Inc
Check	180757		04/03/2023	\$ (290.00)		Postmaster
Check	180755		04/03/2023	\$ (290.00)		Home Depot
Check	180754		04/03/2023	\$ (322.91) \$ (1,720.21)		Chamberlain Court Condominium Association, Inc.
Check	180756		04/03/2023	\$ (529.44)		Jazmin Boria
Check	180758		04/03/2023	\$ (4,767.99)		Home Depot
Check	180759		04/03/2023	\$ (2,316.12)		Home Depot
Check	180760		04/03/2023		Posted	Home Depot
Check	180761		04/03/2023	\$ (277.60)		Home Depot
Check	180762		04/03/2023	\$ (1,985.31)		Home Depot
Check	180763		04/03/2023	\$ (5,636.21)		Home Depot
Check	180764		04/03/2023	(-,,	Posted	Home Depot
Check	180765		04/03/2023	\$ (1,649.91)		Home Depot
Check	180766		04/03/2023	\$ (3,823.10)		Home Depot
Check	180767		04/03/2023	\$ (222.68)		Home Depot
Check	180768		04/03/2023	\$ (2,228.73)		Home Depot
Check	180769		04/03/2023	\$ (1,101.14)		Home Depot
Check	180771		04/03/2023	\$ (1,658.48)		Southern Connecticut Gas
Check	180772		04/03/2023	\$ (1,452.10)		Southern Connecticut Gas
Check	180773		04/03/2023	\$ (178.34)		Southern Connecticut Gas
Check	180774		04/03/2023	\$ (218.96)		Southern Connecticut Gas
Check	180775	0	04/03/2023	\$ (70.98)	Posted	Southern Connecticut Gas
Check	180776		04/03/2023	\$ (4,732.48)		Southern Connecticut Gas
Check	180777	0	04/03/2023	\$ (1,120.61)	Posted	Southern Connecticut Gas
Check	180778	0	04/03/2023	\$ (825.27)	Posted	Southern Connecticut Gas
Check	180779	0	04/03/2023	\$ (709.35)	Posted	Southern Connecticut Gas
Check	180780	0	04/03/2023	\$ (3,403.92)	Posted	Southern Connecticut Gas
Check	180781	0	04/03/2023	\$ (1,219.66)	Posted	Southern Connecticut Gas
Check	180782	0	04/03/2023	\$ (975.49)	Posted	Southern Connecticut Gas
Check	180783	0	04/03/2023	\$ (1,344.26)	Posted	Southern Connecticut Gas
Check	180784	0	04/03/2023	\$ (1,429.91)	Posted	Southern Connecticut Gas
Check	180785	0	04/03/2023	\$ (1,365.91)	Posted	Southern Connecticut Gas
Check	180786	0	04/03/2023	\$ (832.17)	Posted	Southern Connecticut Gas
Check	180770	0	04/03/2023	\$ (1,308.88)	Posted	Regional Water Authority
DD	0	29458	04/03/2023	\$ (529.44)	Posted	Schatara McKiver
DD	0	29454	04/03/2023	\$ (529.44)	Posted	Jasmine Yvonne Johnson
DD	0	29453	04/03/2023	\$ (529.44)	Posted	Ashley Shemone Keen
DD	0	29459	04/03/2023	\$ (529.44)	Posted	Shayla Foreman
DD	0	29457	04/03/2023	\$ (516.42)	Posted	Sarah Esther Garcia
DD	0	29456	04/03/2023	\$ (516.42)	Posted	Keara Locke
DD	0	29455	04/03/2023	\$ (529.44)	Posted	Jerry L. Blue
DD	0	29461	04/03/2023	\$ (5,073.94)	Posted	Housing Authority of the City of New Haven
DD	0	29460	04/03/2023	\$ (232,064.87)	Posted	360 Management Group. Co.
Check	180807	0	04/04/2023	\$ (4,407.20)	Posted	Torello Tire Inc.
Check	180791	0	04/04/2023	\$ (419.88)	Posted	Southern Connecticut Gas

				ı				
Check	180792		04/04/2023	\$	(4,218.15)			Southern Connecticut Gas
Check	180793		04/04/2023	\$	(390.50)			Southern Connecticut Gas
Check	180794		04/04/2023	\$	(1,854.29)			Southern Connecticut Gas
Check	180795		04/04/2023	\$	(1,610.61)			Southern Connecticut Gas
Check	180796		04/04/2023	\$	(1,276.58)			Southern Connecticut Gas
Check	180797		04/04/2023	\$	(1,210.15)			Southern Connecticut Gas
Check	180798		04/04/2023	\$	(970.24)			Southern Connecticut Gas
Check	180799 180800		04/04/2023 04/04/2023	\$	(1,504.47)			Southern Connecticut Gas
Check Check	180801			\$	(4,450.17) (873.29)			Southern Connecticut Gas Southern Connecticut Gas
Check	180802		04/04/2023	\$	(927.57)			Southern Connecticut Gas Southern Connecticut Gas
Check	180803		04/04/2023	\$	(2,995.39)			Southern Connecticut Gas Southern Connecticut Gas
Check	180804		04/04/2023	\$	(2,995.39)			Southern Connecticut Gas
Check	180805		04/04/2023	\$	(1,237.70)			Southern Connecticut Gas
Check	180806		04/04/2023	\$	(1,614.67)			Southern Connecticut Gas
Check	180790		04/04/2023	\$	(275.00)			Home Depot
Check	180787		04/04/2023	\$	(1,875.00)			Eagle Elevator Company, Inc.
Check	180789		04/04/2023	\$	(224.58)			HD Supply Facilities Maintenance, Ltd
Check	180788		04/04/2023	\$	(3,122.00)			Emek Security LLC
Check	180808		04/04/2023	\$	(800.00)			Housing Agency Procurement Assistance
Check	180809		04/04/2023	\$		Posted		Corporate Mailing Services LLC
Check	180810		04/04/2023	\$	(291.73)			Lavonta Bryant
Check	180811		04/04/2023	\$	-	Posted	04/04/2023	City of New Haven
Check	180812		04/04/2023	\$	-	Posted	04/04/2023	City of New Haven
Check	180813		04/04/2023	\$	(1,639.58)			Verizon Wireless
Check	180814		04/04/2023	\$	(3,023.70)			Verizon Wireless
Check	180817		04/04/2023	\$	-	Posted		City of New Haven
Check	180818	0	04/04/2023	\$	=	Posted		City of New Haven
Check	180815	0	04/04/2023	\$	(27,238.91)	Posted		City of New Haven
Check	180816	0	04/04/2023	\$	(3,597.72)	Posted		City of New Haven
Check	180819	0	04/04/2023	\$	(48.57)	Posted		Federal Express Corp.
Check	180820	0	04/04/2023	\$	(1,970.00)	Posted		Connecticut Housing Finance Authority
Check	180821	0	04/04/2023	\$	(19,299.60)	Posted		AVT Construction Inc
Check	180822	0	04/04/2023	\$	(3,454.00)	Posted		Hands On Moving, LLC
Check	180823	0	04/04/2023	\$	(14,935.00)	Posted		Russell and Dawson Inc.
DD	0	29462	04/04/2023	\$	(565.00)	Posted		La Voz Hispana Newsprint
DD	0	29464	04/04/2023	\$	(3,300.00)	Posted		Penfield Communications
DD	0	29463	04/04/2023	\$	(125.00)	Posted		Palace Garage dba York Service Center
DD	0	29465	04/04/2023	\$	(503,140.75)	Posted		A. Prete Construction Company, Inc
Check	180824		04/05/2023	\$	(1,371.32)	Posted		Home Depot
Check	180825		04/05/2023	\$	(721.27)	Posted		Home Depot
Check	180826		04/05/2023	\$	(1,435.09)			Home Depot
Check	180827		04/05/2023	\$	(1,527.05)			Home Depot
Check	180828		04/05/2023	\$	(2,515.35)			Home Depot
Check	180829		04/05/2023	\$	(3,392.83)			Home Depot
Check	180844		04/05/2023	\$	(462.00)			Yale New Haven Hospital
Check	180842		04/05/2023	\$	(360.00)			Supreme Corporation
Check	180837		04/05/2023	\$	(7,141.01)		0.4/1.1/100000	Laz Parking
Check	180834		04/05/2023	\$	- (40/ / 2)	Posted	04/11/2023	Home Depot
Check	180832		04/05/2023	\$	(136.60)			Gary Hogan
Check	180830		04/05/2023	\$		Posted		Corporate Mailing Services LLC
Check	180840		04/05/2023	\$	(1,044.17)			Novogradac & Company LLP
Check	180833		04/05/2023	\$	(460.08)			HD Supply Facilities Maintenance, Ltd
Check	180835		04/05/2023 04/05/2023	\$	(829.20)			Johnson Controls Inc F.W. Webb Company
Check Check	180831 180841		04/05/2023	\$	(644.07)			Sunwealth Project Pool 14 LLC
Check	180841		04/05/2023	\$	(1,651.00)			·
Check	180838		04/05/2023	\$	(4,200.00)			New Haven Parking Authority  Johnson Controls US Holdings LLC
Check	180843		04/05/2023	\$	(35,870.00)			Worker's Compensation Trust Inc
Check	180839		04/05/2023	\$	(360.00)			New Haven Parking Authority
Check	180845		04/05/2023	\$	(8,274.15)			AVT Construction Inc
				\$				
Check	180846	(1)	U4/U3/ZUZ3	٠,٦	[175 00]	POSIED		National Center For Housing Mamt
Check DD	180846		04/05/2023 04/05/2023	\$	(125.00)			National Center For Housing Mgmt.  Nobe Construction Company

			I			1	T
DD	0		04/05/2023	\$ (17,973.47)			Trinity New Haven Housing Two Limited Partnership
DD	0		04/05/2023	\$ (20,660.70)			Trinity New Haven Housing LP
DD	0		04/05/2023	\$ (15,411.29)			Trinity Rowe Limited Partnership
DD	0		04/05/2023	\$ (23,283.75)			Brookside I Associates LLC
DD	0		04/05/2023	\$ (18,535.42)			Brookside 2 Associates LLC
DD	0		04/05/2023	\$ (8,041.59)			Trinity New Haven Housing Three LP
DD	0		04/05/2023	\$ (11,719.30)			Rockview 1 Associates LLC
DD	0		04/05/2023	\$ (220.00)			Eagle Leasing Company
DD	0		04/05/2023	\$ (1,200.00)			Moore's Yard Care
DD	0		04/05/2023	\$ (10,662.00)			The Computer Company Inc
DD	0		04/05/2023	\$ (720.00)			United Mechanical Resources Inc.
DD	0		04/05/2023	\$ (8,333.33)			Kelly Group Consultants LLC
DD	0		04/05/2023	\$ (8,475.00)			Can I Live, Inc
Check	180847		04/10/2023	\$ (130.00)			Tashima Snell
Check	180848		04/11/2023	\$ (4,339.31)			Hearst Media Services Connecticut, LLC
Check	180850		04/11/2023	\$ (569.40)			Online Information Services, Inc
Check	180851		04/11/2023	\$ (407.34)			Online Information Services, Inc
Check	180849		04/11/2023	\$ (1,850.00)			Nash Street New Haven, LLP
Check	180856		04/11/2023	\$ (2,302.14)			Southern Connecticut Gas
Check	180857		04/11/2023	\$ (216.30)			Southern Connecticut Gas
Check	180858		04/11/2023	\$ (2,003.67)	Posted		Southern Connecticut Gas
Check	180859	0	04/11/2023	\$ (2,135.81)			Southern Connecticut Gas
Check	180860	0	04/11/2023	\$ (1,428.33)	Posted		Southern Connecticut Gas
Check	180853	0	04/11/2023	\$ (144,859.00)	Posted		Cirma
Check	180852	0	04/11/2023	\$ -	Posted	04/11/2023	Anthem Blue Cross/Blue Shield
Check	180854	0	04/11/2023	\$ (7.38)	Posted		Home Depot
Check	180855	0	04/11/2023	\$ (220.50)	Posted		Johnson Controls Inc
Check	180861	0	04/11/2023	\$ (10,371.35)	Posted		Home Depot
Check	180862	0	04/11/2023	\$ (851.13)	Posted		Home Depot
Check	180863	0	04/11/2023	\$ (2,290.06)	Posted		Home Depot
Check	180864	0	04/11/2023	\$ (1,330.04)	Posted		Home Depot
Check	180865	0	04/11/2023	\$ (3,967.28)	Posted		Home Depot
Check	180866	0	04/11/2023	\$ (4,480.91)	Posted		Home Depot
Check	180867	0	04/11/2023	\$ (4,190.05)	Posted		Home Depot
Check	180868	0	04/11/2023	\$	Posted		Home Depot
Check	180869	0	04/11/2023	\$ (12,191.91)	Posted		Anthem Blue Cross/Blue Shield
Check	180870		04/11/2023	\$ (219,286.59)	Posted		Anthem Blue Cross/Blue Shield
Check	180875		04/11/2023	\$ (3,300.00)			W.B. Mason Company Inc
Check	180874		04/11/2023	\$ (320.00)	Posted		State Of Connecticut
Check	180871	0	04/11/2023	\$ (1,900.00)	Posted		Chamberlain Court Condominium Association, Inc.
Check	180872	0	04/11/2023	\$ (72.22)	Posted		Corporate Mailing Services LLC
Check	180873	0	04/11/2023	\$ (150.00)			Gayatri Rana
Check	180876		04/11/2023	\$ (180.00)	Posted		City of New Haven
Check	180877		04/11/2023	\$ (1,000,096.34)			Montagno Construction, Inc
Check	180878		04/11/2023	\$ (685.10)			Metropolitan Life Insurance Company USA
Check	180879		04/11/2023	\$ (1,268.45)			Southern Connecticut Gas
Check	180880		04/11/2023	\$ (37,572.06)			United Illuminating
DD	0		04/11/2023	\$ (5,842.89)			Ringcentral, Inc
DD	0		04/11/2023	\$ (3,188.05)			Kronos Incorporated
DD	0		04/11/2023	\$ (27,115.00)			Patterson & Associate Consulting, LLC
DD	0		04/11/2023	\$ (12,645.30)			360 Management Group. Co.
DD	0		04/11/2023	\$ (8,475.00)			Crown Castle Fiber LLC
Check	180905		04/12/2023	\$ (170.08)			Water Pollution Control
Check	180906		04/12/2023	\$ · · · · · ·	Posted		Water Pollution Control
Check	180907		04/12/2023	\$	Posted		Water Pollution Control
Check	180908		04/12/2023	\$ (184.97)			Water Pollution Control
Check	180909		04/12/2023	\$ 	Posted		Water Pollution Control
Check	180910		04/12/2023	\$ (100.16)			Water Pollution Control
Check	180904		04/12/2023	\$ (1,184.81)			W.B. Mason Company Inc
Check	180883		04/12/2023	\$ (403.54)			Frontier Communications of Company
Check	180896	0	04/12/2023	\$ (250.84)	Posted		United Illuminating
Check	180897		04/12/2023	\$ (124.10)			United Illuminating
Check	180898	0	04/12/2023	\$ (195.27)	Posted		United Illuminating

		1		1		
Check	180899		04/12/2023	` `	Posted	United Illuminating
Check	180900		04/12/2023	\$ (101.24)		United Illuminating
Check	180901		04/12/2023		Posted	United Illuminating
Check	180902		04/12/2023	,	Posted	United Illuminating
Check	180911		04/12/2023	\$ (272.00)		Yale New Haven Hospital
Check	180893		04/12/2023	\$ (471.91)		Southern Connecticut Gas
Check	180894		04/12/2023	\$ (1,311.96)		Southern Connecticut Gas
Check	180895		04/12/2023	\$ (1,342.38)		Southern Connecticut Gas
Check	180889		04/12/2023	\$ (157.34)		Regional Water Authority
Check	180890		04/12/2023	\$ (1,157.89)		Regional Water Authority
Check	180891		04/12/2023	\$ (208.43)		Regional Water Authority
Check	180903		04/12/2023	\$ (2,190.80)		Verizon Wireless
Check	180887		04/12/2023		Posted	Mabel L Carroll
Check	180886		04/12/2023	\$ (117.58)		Kimberly Johansen
Check	180884		04/12/2023	\$ (740.66)		HD Supply Facilities Maintenance, Ltd
Check	180881		04/12/2023		Posted	Alma Keys
Check	180882		04/12/2023	\$ (150.00)	1	City of New Haven
Check	180885		04/12/2023		Posted	Juanita Furlow
Check	180892		04/12/2023	\$ (850.29)		Skyview Ridgefield LLC
Check	180888		04/12/2023		Posted	Paulette Branch
Check	180927		04/12/2023	\$ (1,309.87)		W.B. Mason Company Inc
Check	180926		04/12/2023		Posted	Torello Tire Inc.
Check	180922		04/12/2023	\$ (3,821.74)		Northeast Electrical Distributors & Eagle Electric
Check	180914	0	04/12/2023	\$ (5,513.55)		Home Depot
Check	180913		04/12/2023	\$ (354.00)		Aflac
Check	180924		04/12/2023	` `	Posted	Sarmarian Tremble
Check	180918		04/12/2023	\$ (139.78)	1	Marilyn Dawson
Check	180919		04/12/2023	\$ (218.77)		Marilyn Dawson
Check	180920		04/12/2023	\$ (955.78)		Marilyn Dawson
Check	180921		04/12/2023	\$ (804.86)		Marilyn Dawson
Check	180923		04/12/2023	\$ (297.84)		Online Information Services, Inc
Check	180912		04/12/2023	\$ (36,178.82)		Advance Security Integration LLC dba Security 101
Check	180916		04/12/2023	\$ (46,440.00)		Marcum LLP
Check	180917		04/12/2023	\$ (21,400.00)		Marcum LLP
Check	180915		04/12/2023	\$ (423.00)		Johnson Controls US Holdings LLC
Check	180925		04/12/2023	\$ (3,190.00)		State Of Connecticut
Check	180928		04/12/2023	\$ (2,848.99)		Home Depot
Check	180929		04/12/2023	\$ (3,047.35)		Home Depot
Check	180931		04/12/2023	\$ (519.17)		Southern Connecticut Gas
Check	180932		04/12/2023	\$ (6,853.69)		Southern Connecticut Gas
Check	180930		04/12/2023	\$ (7,616.00)		Best Western Executive Hotel
Check	180933		04/12/2023		Posted	Torello Tire Inc.
Check	180934		04/12/2023	\$ (175.20)		Online Information Services, Inc
Check	180935		04/12/2023	\$ (4,098.00)	1	Reno & Cavanaugh, Pllc
Check	180936		04/12/2023	\$ (780.00)	1	Reno & Cavanaugh, Pllc
Check	180937		04/12/2023	\$ (13,190.75)		City of New Haven
Check	180938		04/12/2023	\$ (7,109.48)		F.W. Webb Company
DD 	0		04/12/2023	\$ (2,899.72)		Home Services & More, LLC
DD	0	29485	04/12/2023	\$ (2,349.10)		Complete Labor And Staffing LLC
	_					
DD	0		04/12/2023	\$ (1,130.00)	1	La Voz Hispana Newsprint
DD	0	29492	04/12/2023	\$ (948.59)	Posted	Knight's Inc
DD DD	0	29492 29487	04/12/2023 04/12/2023	\$ (948.59) \$ (2,819.15)	Posted Posted	Knight's Inc Cohen Key Shop
DD DD DD	0	29492 29487 29494	04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2,819.15) \$ (1,980.00)	Posted Posted Posted	Knight's Inc Cohen Key Shop Penfield Communications
DD DD DD	0 0	29492 29487 29494 29488	04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2,819.15) \$ (1,980.00) \$ (5,465.25)	Posted Posted Posted Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC
DD DD DD DD DD	0 0 0 0	29492 29487 29494 29488 29489	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2,819.15) \$ (1,980.00) \$ (5,465.25) \$ (510.00)	Posted Posted Posted Posted Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC
DD DD DD DD DD DD	0 0 0 0	29492 29487 29494 29488 29489 29491	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2,819.15) \$ (1,980.00) \$ (5,465.25) \$ (510.00) \$ (935.50)	Posted Posted Posted Posted Posted Posted Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC
DD DD DD DD DD DD DD DD	0 0 0 0 0	29492 29487 29494 29488 29489 29491 29495	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2.819.15) \$ (1,980.00) \$ (5,465.25) \$ (510.00) \$ (935.50) \$ (2,544.00)	Posted Posted Posted Posted Posted Posted Posted Posted Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC Pride Cleaning Pros, LLC
DD	0 0 0 0 0	29492 29487 29494 29488 29489 29491 29495 29490	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2.819.15) \$ (1,980.00) \$ (5,465.25) \$ (510.00) \$ (935.50) \$ (2,544.00) \$ (1,160.00)	Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC Pride Cleaning Pros, LLC Holly A Bryk
DD	0 0 0 0 0 0	29492 29487 29494 29488 29489 29491 29495 29490 29496	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2.819.15) \$ (1,980.00) \$ (5.465.25) \$ (510.00) \$ (935.50) \$ (2,544.00) \$ (1,160.00) \$ (558.29)	Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC Pride Cleaning Pros, LLC Holly A Bryk Northwest Interpreters, Inc.
DD	0 0 0 0 0 0	29492 29487 29494 29488 29489 29491 29495 29490 29496 29497	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2.819.15) \$ (1,980.00) \$ (5.465.25) \$ (510.00) \$ (935.50) \$ (2,544.00) \$ (1,160.00) \$ (558.29) \$ (21.685.14)	Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC Pride Cleaning Pros, LLC Holly A Bryk Northwest Interpreters, Inc. Housing Authority of the City of New Haven
DD	0 0 0 0 0 0 0	29492 29487 29494 29488 29489 29491 29495 29490 29496 29497 29498	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2.819.15) \$ (1,980.00) \$ (5,465.25) \$ (510.00) \$ (935.50) \$ (2,544.00) \$ (1,160.00) \$ (558.29) \$ (21,685.14) \$ (36,487.50)	Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC Pride Cleaning Pros, LLC Holly A Bryk Northwest Interpreters, Inc. Housing Authority of the City of New Haven The Computer Company Inc
DD	0 0 0 0 0 0	29492 29487 29488 29489 29491 29495 29490 29496 29497 29498	04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023 04/12/2023	\$ (948.59) \$ (2,819.15) \$ (1,980.00) \$ (5,465.25) \$ (510.00) \$ (935.50) \$ (2,544.00) \$ (1,160.00) \$ (558.29) \$ (21,685.14) \$ (36,487.50) \$ (27,238.91)	Posted	Knight's Inc Cohen Key Shop Penfield Communications Crumbie Law Group, LLC Crumbie Law Group, LLC Home Services & More, LLC Pride Cleaning Pros, LLC Holly A Bryk Northwest Interpreters, Inc. Housing Authority of the City of New Haven

	100011		0.1/4.7/0000	4 (75.00)	<b>.</b>		I
Check	180941		04/17/2023		Posted	0.4.4.0.10.000	Trishia A. Arnone
Check	180943		04/17/2023	\$ -	Posted	04/18/2023	Rosemary Albino
Check	180942		04/17/2023	\$ (1,666.00)			Emek Security LLC
Check	180944		04/17/2023	\$ (1,120.00)			Emek Security LLC
Check	180945		04/17/2023	\$ (119.01)			United Illuminating
Check	180946		04/17/2023	, ,	Posted		United Illuminating
Check	180947		04/17/2023				United Illuminating
Check	180948		04/17/2023	,	Posted		United Illuminating
Check	180949		04/17/2023	\$ (153.54)			United Illuminating
Check	180950		04/17/2023	\$ (611.47)			United Illuminating
Check	180951		04/17/2023	, ,	Posted		United Illuminating
Check	180952		04/17/2023	\$ (566.02)			United Illuminating
Check	180953		04/17/2023	\$ (1,021.36) \$ (56.49)			United Illuminating
Check	180954		04/17/2023	, ,	Posted		United Illuminating
Check	180955		04/17/2023	\$ (219.36)			United Illuminating
Check	180956		04/17/2023	, ,	Posted		United Illuminating
Check	180957		04/17/2023		Posted		United Illuminating
Check	180958		04/17/2023		Posted		United Illuminating
Check	180959		04/17/2023	\$ (156.66)			United Illuminating
Check	180960		04/17/2023	\$ (316.10)			United Illuminating
Check	180961		04/17/2023	, , ,	Posted		United Illuminating
Check	180962		04/17/2023	\$ (260.64)			United Illuminating
Check	180963		04/17/2023	\$ (908.24)			United Illuminating
Check	180964		04/17/2023	\$ (971.89)			United Illuminating
Check	180965		04/17/2023	\$ (2,793.08)			United Illuminating
Check	180966		04/17/2023	\$ (999.29)			United Illuminating
Check	180967		04/17/2023	\$ (750.79)			United Illuminating
Check	180968		04/17/2023	\$ (604.75)			United Illuminating
Check	180969		04/17/2023	\$ (1,303.39)			United Illuminating
Check	180970		04/17/2023	\$ (525.44)			United Illuminating
Check	180971		04/17/2023	\$ (745.80)			United Illuminating
Check	180972		04/17/2023	\$ (835.18)			United Illuminating
Check	180973		04/17/2023	\$ (1,734.87)			United Illuminating
Check	180974		04/17/2023	\$ (161.11)			United Illuminating
Check	180975		04/17/2023	\$ (4,077.98)			United Illuminating
Check	180976		04/17/2023	\$ (101.98)			United Illuminating
Check	180977		04/17/2023	\$ (17,682.98)			United Illuminating
Check	180978		04/17/2023	\$ (237.88)			United Illuminating
Check	180979		04/17/2023	\$ (4,821.50)			United Illuminating
Check	180980		04/17/2023		Posted		United Illuminating
Check	181009	0	04/17/2023	\$ (200.00)	Posted		Stevie Jackson
Check	180999		04/17/2023	\$ (200.00)			Marta Laboy
Check	181002		04/17/2023	\$ (200.00)			Olivia Lewis
Check	180984		04/17/2023	\$ (200.00)			Brenda J Harris
Check	180992		04/17/2023	\$ (200.00)			Judy Cosby
Check	181008		04/17/2023	\$ (200.00)			Shantour Jackson
Check	181005		04/17/2023	\$ (200.00)			Roberto Roman-Negron
Check	180997		04/17/2023	\$ (200.00)			Major Banks
Check	180986		04/17/2023	\$ (200.00)			Christy A Pedini
Check	180998		04/17/2023	\$ (200.00)			Maritza Baez
Check	180985	0	04/17/2023	\$ (200.00)	Posted		Bruce Gatling
Check	180994	0	04/17/2023	\$ (200.00)			Lagreta Riles
Check Check	180994 181003	0	04/17/2023 04/17/2023	\$ (200.00) \$ (200.00)	Posted		Patricia Mackay
Check Check Check	180994 181003 181000	0	04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00)	Posted Posted		Patricia Mackay Miguel Avila
Check Check Check Check	180994 181003 181000 181006	0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted Posted Posted		Patricia Mackay Miguel Avila Russell Roberson
Check Check Check Check Check Check	180994 181003 181000 181006 180988	0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted Posted Posted Posted		Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers
Check Check Check Check Check Check Check	180994 181003 181000 181006 180988 180990	0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted Posted Posted Posted Posted		Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers Hector A Lozada-Osorio
Check Check Check Check Check Check Check Check	180994 181003 181000 181006 180988 180990 181001	0 0 0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted Posted Posted Posted Posted Posted Posted		Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers Hector A Lozada-Osorio Noraima Avila
Check	180994 181003 181000 181006 180988 180990 181001 180981	0 0 0 0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted Posted Posted Posted Posted Posted Posted Posted Posted		Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers Hector A Lozada-Osorio Noraima Avila Angela Dixon
Check	180994 181003 181000 181006 180988 180990 181001 180981 180993	0 0 0 0 0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted	05/02/2023	Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers Hector A Lozada-Osorio Noraima Avila Angela Dixon Kelly Nichols
Check	180994 181003 181000 181006 180988 180990 181001 180981 180993 180996	0 0 0 0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ - \$ (200.00)	Posted	05/02/2023	Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers Hector A Lozada-Osorio Noraima Avila Angela Dixon Kelly Nichols Luz E Torres
Check	180994 181003 181000 181006 180988 180990 181001 180981 180993	0 0 0 0 0 0	04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023 04/17/2023	\$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00) \$ (200.00)	Posted	05/02/2023	Patricia Mackay Miguel Avila Russell Roberson Eric D Jowers Hector A Lozada-Osorio Noraima Avila Angela Dixon Kelly Nichols

		1		T		
Check	180983		04/17/2023	\$ (200.00)		Avis Grant
Check	180991		04/17/2023	\$ (200.00)	i i	Janet Poole
Check	180987		04/17/2023	\$ (200.00)		Clenison Dickey
Check	180989		04/17/2023	\$ (200.00)		Gail Pressley
Check	181007		04/17/2023	\$ (200.00)	t t	Sean Holland
Check	181010		04/17/2023	\$ (200.00)		Teethenia Stroud
Check	180995		04/17/2023	\$ (200.00)		Lee C Moore
Check	181013 181029		04/17/2023	\$ (1,735.29) \$ (3.913.31)	t t	Frontier Communications of Company
Check	181030		04/17/2023	. (-, ,	i i	Southern Connecticut Gas Southern Connecticut Gas
Check Check	181017		04/17/2023 04/17/2023	\$ (680.98) \$ (1,898.59)		Regional Water Authority
Check	181017		04/17/2023	\$ (1,696.59) \$ (272.15)		Regional Water Authority Regional Water Authority
Check	181019		04/17/2023		Posted	Regional Water Authority  Regional Water Authority
Check	181020		04/17/2023	,	Posted	Regional Water Authority
Check	181021		04/17/2023	,	Posted	Regional Water Authority
Check	181022		04/17/2023		Posted	Regional Water Authority  Regional Water Authority
Check	181023		04/17/2023		Posted	Regional Water Authority
Check	181024		04/17/2023	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Posted	Regional Water Authority
Check	181025		04/17/2023	,	Posted	Regional Water Authority
Check	181026		04/17/2023	\$ (128.48)	t t	Regional Water Authority
Check	181027		04/17/2023		Posted	Regional Water Authority
Check	181028		04/17/2023		Posted	Regional Water Authority
Check	181031		04/17/2023	\$ (480.80)		Standard Insurance Company.
Check	181011		04/17/2023	\$ (200.00)		Ace Van & Storage, Inc.
Check	181014	0	04/17/2023	\$ (54.70)	Posted	HD Supply Facilities Maintenance, Ltd
Check	181012	0	04/17/2023	\$ (10.00)	Posted	Department of Motor Vehicles, State of CT
Check	181015	0	04/17/2023	\$ (2,391.12)	Posted	Johns Refuse & Recycling, LLC
Check	181016	0	04/17/2023	\$ (36,753.48)	Posted	Oxford Health Plans, LLC
Check	181049	0	04/17/2023	\$ (162.15)	Posted	United Illuminating
Check	181050	0	04/17/2023	\$ (17.45)	Posted	United Illuminating
Check	181051	0	04/17/2023	\$ (19.12)	Posted	United Illuminating
Check	181047	0	04/17/2023	\$ (2,068.65)	Posted	Southern Connecticut Gas
Check	181033	0	04/17/2023	\$ (107.94)	Posted	Regional Water Authority
Check	181034	0	04/17/2023	\$ (20.81)	Posted	Regional Water Authority
Check	181035	0	04/17/2023	\$ (88.87)	Posted	Regional Water Authority
Check	181036	0	04/17/2023	\$ (150.83)	Posted	Regional Water Authority
Check	181037		04/17/2023	\$ (150.83)	t t	Regional Water Authority
Check	181038		04/17/2023		Posted	Regional Water Authority
Check	181039		04/17/2023		Posted	Regional Water Authority
Check	181040		04/17/2023	\$ (111.36)	t t	Regional Water Authority
Check	181041		04/17/2023		Posted	Regional Water Authority
Check	181042		04/17/2023	\$ (406.51)	t t	Regional Water Authority
Check	181043		04/17/2023	\$ (1,548.90)		Regional Water Authority
Check	181044		04/17/2023	\$ (1,426.23)	· · · · · · · · · · · · · · · · · · ·	Regional Water Authority
Check	181045		04/17/2023	\$ (2,461.63) \$ (825.83)		Regional Water Authority
Check	181046		04/17/2023			Regional Water Authority
Check DD	181048 0		04/17/2023 04/17/2023	\$ (1,193.80) \$ (200.00)	· · · · · · · · · · · · · · · · · · ·	Spark HoldCo, LLC dba Spark Energy Gas, LLC Alberta Witherspoon
DD	0		04/17/2023	\$ (200.00)	t t	Doris J Doward
DD	0		04/17/2023	\$ (200.00)		Alberta W Golden
DD	0		04/17/2023	\$ (200.00)		Linda Cross
DD	0		04/17/2023	\$ (200.00)		Patricia Mabry
DD	0		04/17/2023	\$ (200.00)		Paul A Kates
DD	0		04/17/2023	\$ (200.00)	t t	Deborah Hudson
DD	0		04/17/2023	\$ (200.00)	· · · · · · · · · · · · · · · · · · ·	Denois Nathaniel Jenkins
DD	0		04/17/2023	\$ (200.00)	t t	Alicia M Spencer
DD	0		04/17/2023	\$ (200.00)		Donna Santiago
DD	0		04/17/2023	\$ (200.00)		Teresa Nela Caporale
DD	0		04/17/2023	\$ (200.00)	t t	Perry Lamar Gary
DD	0		04/17/2023	\$ (200.00)		Willard E. Ford
DD	0		04/17/2023	\$ (200.00)		Al Mccoy Langston
DD	0		04/17/2023	\$ (200.00)		Pedro Octavio Jimenez
DD	0		04/17/2023	\$ (200.00)		Lavern Davis

			ī			1	ı
DD	0		04/17/2023	\$ (200.00)			Keith Davis
DD	0		04/17/2023	\$ (305.00)			Kone Inc.
DD	0		04/17/2023	\$ (23,099.86)			Housing Authority of the City of New Haven
DD	0		04/17/2023	\$ (31,328.43)			Home Services & More, LLC
DD 	0		04/17/2023	\$ (2,700.00)			Housing Development Fund, Inc.
DD 	0		04/17/2023	\$ (1,945.26)			360 Management Group. Co.
DD	0		04/17/2023	\$ (3,498.00)			Complete Labor And Staffing LLC
DD	0		04/17/2023	\$ (5,274.06)			CWPM, LLC
DD	0		04/17/2023	\$	Posted		AFSCME PEOPLE Committee
DD	0		04/17/2023	\$	Posted		AFSCME PEOPLE Committee
Check	181032		04/18/2023	\$ (5,861.45)			TD Bank
Check	181052		04/18/2023	\$ -	Posted	04/18/2023	State Of Connecticut
Check	181053		04/18/2023	\$ - (0 (05 05)	Posted	04/18/2023	State Of Connecticut
Check	181054		04/19/2023	\$ (2,635.05)			Home Depot
Check	181055		04/19/2023	\$ (1,779.23)			Home Depot
Check	181056		04/19/2023	\$ (2,349.93)			Home Depot
Check	181057		04/19/2023	\$ (3,372.47)			Home Depot
Check	181058		04/19/2023	\$ (1,997.97)			Home Depot
Check	181059		04/19/2023	\$ (1,393.75)			Home Depot
DD	0		04/19/2023	\$ (14,180.09)			CWPM, LLC
Check	181070		04/20/2023	\$ (523.00)			Yale New Haven Hospital
Check	181061		04/20/2023	\$ (12,115.49)			Anthem Blue Cross/Blue Shield
Check	181062		04/20/2023	\$ (1,218.23)			Comcast Cable
Check	181069		04/20/2023	\$ -	Posted	04/20/2023	Standard Insurance Company.
Check	181060		04/20/2023	\$ (905.50)			Aflac
Check	181067		04/20/2023	\$ (4,219.45)			Quadient Finance USA, INC
Check	181063		04/20/2023	\$ (2,285.73)			Delta Dental of New Jersey, Inc
Check	181068		04/20/2023	\$ 	Posted	04/20/2023	Rosemary Albino
Check	181066		04/20/2023	\$ (4,363.05)			Laz Parking
Check	181064		04/20/2023	\$ (660.00)			Jerris Luncheonette Inc
Check	181065		04/20/2023	\$ (3,675.00)			KGA Inc
Check	181085		04/20/2023	\$ (398.69)			W.B. Mason Company Inc
Check	181076		04/20/2023	\$ (900.00)			Council Of Large Public Housing Authorities
Check	181079		04/20/2023	\$ (27,745.82)			Housing Authority Risk Retention Group, Inc
Check	181073		04/20/2023	\$ (4,697.90)			AVT Construction Inc
Check	181083		04/20/2023	\$ (11,308.06)			Nahro
Check	181074		04/20/2023	\$ (337.75)			Comcast Cable
Check	181071		04/20/2023	\$ (850.00)			Ace Van & Storage, Inc.
Check	181084		04/20/2023	\$ (575.09)			Stanley Convergent Security Solutions, INc.
Check	181075		04/20/2023	\$ (227.38)			Corporate Mailing Services LLC
Check	181078		04/20/2023	\$ (9,636.78)			HD Supply Facilities Maintenance, Ltd
Check	181080		04/20/2023	\$ (4,403.97)			Johnson Controls Inc
Check	181072		04/20/2023	\$ (796.03)			Aramark Refreshment Services
Check	181081		04/20/2023	\$ (4,223.63)			Johnson Controls US Holdings LLC
Check	181082		04/20/2023	\$ (549.50)			Johnson Controls US Holdings LLC
Check	181077		04/20/2023	\$ (5,376.00)			Emek Security LLC
Check	181086		04/20/2023	\$ (622.34)			Frontier Communications of Company
Check	181120		04/20/2023	\$	Posted		Supreme Corporation
Check	181118		04/20/2023	\$ (285.31)			Southern Connecticut Gas
Check	181089		04/20/2023	\$ (163.79)			Regional Water Authority
Check	181090		04/20/2023	\$	Posted		Regional Water Authority
Check	181091		04/20/2023	\$	Posted		Regional Water Authority
Check	181092		04/20/2023	\$ (160.77)			Regional Water Authority
Check	181093		04/20/2023	\$ (1,605.17)			Regional Water Authority
Check	181094		04/20/2023	\$ (727.96)			Regional Water Authority
Check	181095		04/20/2023	\$ (114.11)			Regional Water Authority
Check	181096		04/20/2023	\$ (2,506.57)			Regional Water Authority
Check	181097		04/20/2023	\$	Posted		Regional Water Authority
Check	181098		04/20/2023	\$	Posted		Regional Water Authority
Check	181099		04/20/2023	\$ (133.31)			Regional Water Authority
Check	181100		04/20/2023	\$	Posted		Regional Water Authority
Check	181101		04/20/2023	\$ (184.19)			Regional Water Authority
Check	181102	0	04/20/2023	\$ (69.81)	Posted	l	Regional Water Authority

	1			T	T T	1
Check	181103		04/20/2023	, ,	Posted	Regional Water Authority
Check	181104		04/20/2023	, ,	Posted	Regional Water Authority
Check	181105		04/20/2023	\$ (132.17)	†	Regional Water Authority
Check	181106		04/20/2023	†	Posted	Regional Water Authority
Check	181107		04/20/2023	\$ (128.75)	†	Regional Water Authority
Check	181108		04/20/2023	,	Posted	Regional Water Authority
Check	181109		04/20/2023	,	Posted	Regional Water Authority
Check	181110		04/20/2023	\$ (5,116.54)	†	Regional Water Authority
Check	181111		04/20/2023	\$ (3,158.59)	1 1	Regional Water Authority
Check	181112		04/20/2023	1	Posted	Regional Water Authority
Check	181113		04/20/2023		Posted	Regional Water Authority
Check	181114		04/20/2023	1	Posted	Regional Water Authority
Check	181115		04/20/2023	\$ (146.07)		Regional Water Authority
Check	181116		04/20/2023		Posted	Regional Water Authority
Check	181117		04/20/2023		Posted	Regional Water Authority
Check	181088		04/20/2023	\$ (132.32)		HD Supply Facilities Maintenance, Ltd
Check	181087		04/20/2023	\$ (2,133.00)		Hands On Moving, LLC
Check	181119		04/20/2023	\$ (3,190.00)	†	State Of Connecticut
Check	181121		04/20/2023	\$ (19,712.00)	†	Emek Security LLC
DD	0		04/20/2023	\$ (18,754.16)		CWPM, LLC
DD	0		04/20/2023	\$ (1,352.40)		Reitman Personnel Services, Inc.
DD	0		04/20/2023	,	Posted	Nan Mckay & Associates
DD	0		04/20/2023	\$ (2,972.15)		Kronos Incorporated
DD	0	29529	04/20/2023	\$ (9.00)	Posted	Kronos Incorporated
DD	0		04/20/2023	1	Posted	New Horizon Communications Corp
DD	0		04/20/2023	,	Posted	Holly A Bryk
DD	0		04/20/2023	\$ (2,993.70)		Kone Inc.
DD	0		04/20/2023	\$ (5,255.31)	†	Crumbie Law Group, LLC
DD	0		04/20/2023	\$ (4,384.37)	1 1	Housing Authority of the City of New Haven
DD	0		04/20/2023	\$ (1,695.00)		Crown Castle Fiber LLC
DD	0		04/20/2023		Posted	United Mechanical Resources Inc.
DD	0		04/20/2023	1	Posted	Holly A Bryk
DD	0		04/20/2023	\$ (2,820.85)	†	Complete Labor And Staffing LLC
Check	181122	Λ	04/21/2023	\$ (1,205.00)	Posted	
				( , ,	1 1	Hands On Moving, LLC
Check	181123	0	04/21/2023	\$ (5,180.78)	Posted	Standard Insurance Company.
Check	181123 181124	0	04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25)	Posted Posted	Standard Insurance Company. AM/PM Glass & Metal Fab., LLC
Check Check	181123 181124 181129	0 0	04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02)	Posted Posted Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC  Frontier Communications of Company
Check Check Check	181123 181124 181129 181165	0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00)	Posted Posted Posted Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC  Frontier Communications of Company  Supreme Corporation
Check Check Check Check	181123 181124 181129 181165 181132	0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80)	Posted Posted Posted Posted Posted Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC  Frontier Communications of Company  Supreme Corporation  Regional Water Authority
Check Check Check Check Check	181123 181124 181129 181165 181132 181133	0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71)	Posted Posted Posted Posted Posted Posted Posted Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority Regional Water Authority
Check Check Check Check Check Check	181123 181124 181129 181165 181132 181133	0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority Regional Water Authority Regional Water Authority
Check Check Check Check Check Check Check Check	181123 181124 181129 181165 181132 181133 181134 181135	0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority Regional Water Authority Regional Water Authority Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136	0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136	0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137	0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181138	0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181139	0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181139 181140	0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (750.34)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181139 181140 181141	0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181139 181140 181141	0 0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181143	0 0 0 0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39) \$ (479.72)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181143 181144 181144	0 0 0 0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39) \$ (479.72) \$ (2,355.02)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181137 181138 181139 181140 181141 181142 181143 181144 181144	0 0 0 0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39) \$ (479.72) \$ (2,355.02) \$ (779.03)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181137 181138 181139 181140 181141 181142 181143 181144 181144 181144	0 0 0 0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39) \$ (479.72) \$ (2,355.02) \$ (779.03) \$ (923.72)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181143 181144 181144 181144 181145 181146 181147	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39) \$ (479.72) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181143 181144 181144 181144 181144 181145 181146 181147 181148		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (1,605.39) \$ (479.72) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,138.05)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181143 181144 181144 181145 181146 181147 181148 181149 181150		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,071.84) \$ (117.26)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181143 181144 181144 181145 181146 181147 181148 181149 181150 181151		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,071.84) \$ (1,712.28)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181144 181145 181144 181145 181146 181147 181148 181149 181150 181151		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (269.03) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,071.84) \$ (1,712.28) \$ (3,805.09)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181144 181145 181146 181147 181148 181149 181150 181151 181152		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,1712.28) \$ (3,805.09) \$ (2,255.87)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181144 181145 181146 181147 181148 181149 181150 181151 181152 181153		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,071.84) \$ (1,712.28) \$ (3,805.09) \$ (2,255.87)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority
Check	181123 181124 181129 181165 181132 181133 181134 181135 181136 181137 181138 181140 181141 181142 181144 181145 181146 181147 181148 181149 181150 181151 181152		04/21/2023 04/21/2023	\$ (5,180.78) \$ (5,717.25) \$ (1,317.02) \$ (190.00) \$ (214.80) \$ (297.71) \$ (63.70) \$ (286.89) \$ (562.75) \$ (848.85) \$ (572.71) \$ (1,198.09) \$ (1,436.27) \$ (2,355.02) \$ (779.03) \$ (923.72) \$ (1,138.05) \$ (1,071.84) \$ (1,712.28) \$ (3,805.09) \$ (2,255.87)	Posted	Standard Insurance Company.  AM/PM Glass & Metal Fab., LLC Frontier Communications of Company Supreme Corporation Regional Water Authority

			1		1	
Check	181157		04/21/2023	\$ (49.41	4	Regional Water Authority
Check	181158		04/21/2023	\$ (35.11	1 1	Regional Water Authority
Check	181159		04/21/2023	i -	) Posted	Regional Water Authority
Check	181160		04/21/2023	,	) Posted	Regional Water Authority
Check	181161		04/21/2023	i -	) Posted	Regional Water Authority
Check	181162		04/21/2023	,	) Posted	Regional Water Authority
Check	181163		04/21/2023	\$ -	Posted 04/24/2023	Regional Water Authority
Check	181164		04/21/2023	,	) Posted	Regional Water Authority
Check	181127		04/21/2023	· ·	) Posted	Comcast Cable
Check	181130		04/21/2023	\$ (8,805.02		G.L. Capasso, Inc
Check	181131		04/21/2023		) Posted	HD Supply Facilities Maintenance, Ltd
Check	181126		04/21/2023	, , , , , ,	) Posted	Christine Augustine
Check	181128		04/21/2023	i	) Posted	F.W. Webb Company
Check	181125		04/21/2023	,	) Posted	Canon Solutions America Inc.
DD	0		04/21/2023	\$ (6,815.00		Enviromed Services, Inc.
DD	0		04/21/2023	\$ (9,112.60		Hartford Truck Equipment, Inc.
DD	0		04/21/2023	\$ (2,957.89		Stanton Equipment Inc.
DD	0		04/21/2023	\$ (4,459.28		Haz-Pros Inc
DD 	0		04/21/2023	\$ (3,469.00		Home Services & More, LLC
DD	0		04/21/2023	\$ (1,440.00		Christopher Williams Architects, LLC
DD	0		04/21/2023	\$ (65,111.53		JLY Enterprises LLC
DD 	0		04/21/2023	,	) Posted	Holly A Bryk
DD	0		04/21/2023	\$ (9,844.00		Complete Labor And Staffing LLC
Check	181166		04/24/2023	\$ (219,024.95	1 1	Anthem Blue Cross/Blue Shield
Check	181172		04/24/2023	\$ (10,210.49		Standard Insurance Company.
Check	181167		04/24/2023	,	) Posted	Corporate Mailing Services LLC
Check	181169		04/24/2023	i	) Posted	Legal Shield
Check	181168		04/24/2023	i	) Posted	Gayatri Rana
Check	181170		04/24/2023	· ·	) Posted	New Haven Parking Authority
Check	181171		04/24/2023		) Posted	New Haven Parking Authority
Check	181175		04/25/2023		) Posted	Frontier Communications of Company
Check	181176		04/25/2023		) Posted	Frontier Communications of Company
Check	181177		04/25/2023	\$ (1,229.69		United Illuminating
Check	181178		04/25/2023	\$ (1,068.90	1 1	United Illuminating
Check	181179		04/25/2023		) Posted	United Illuminating
Check	181180		04/25/2023		) Posted	United Illuminating
Check	181181		04/25/2023	\$ (1,153.06		United Illuminating
Check	181182		04/25/2023	i	) Posted	United Illuminating
Check	181183		04/25/2023	\$ (1,423.61		United Illuminating
Check	181184		04/25/2023	\$ (1,514.17		United Illuminating
Check	181185		04/25/2023		) Posted	United Illuminating
Check	181186		04/25/2023	\$ (1,027.74		United Illuminating
Check	181187		04/25/2023	\$ (1,510.36		United Illuminating
Check	181188		04/25/2023	\$ (2,100.35		United Illuminating
Check	181189		04/25/2023	\$ (1,050.49		United Illuminating
Check	181173		04/25/2023		) Posted	Comcast Cable
Check	181174		04/25/2023		) Posted	De Lage Landen Financial Services, Inc
Check	181190		04/25/2023	\$ (5,682.22		Yale Termite & Pest Elimination Corp.
Check	181191		04/25/2023	i	) Posted	Glendower Ribicoff Four, LLC
DD	0		04/25/2023	\$ (8,666.69		NuEnergen, LLC
DD Observed	0		04/25/2023	\$ (68,786.82		360 Management Group. Co.
Check	181192		04/26/2023		) Posted	Andre Barnes
Check	181193		04/26/2023	\$ (3,350.00	<u> </u>	FaustinArt
Check	181221		04/27/2023		) Posted	Yale New Haven Hospital
Check	181202		04/27/2023	i	) Posted	Southern Connecticut Gas
Check	181203		04/27/2023	\$ (1,020.79		Southern Connecticut Gas
Check	181204		04/27/2023		) Posted	Southern Connecticut Gas
Check	181205		04/27/2023	· ·	) Posted	Southern Connecticut Gas
Check	181206		04/27/2023		) Posted	Southern Connecticut Gas
Check	181207		04/27/2023		) Posted	Southern Connecticut Gas
Check	181208		04/27/2023		) Posted	Southern Connecticut Gas
Check	181209		04/27/2023		) Posted	Southern Connecticut Gas
Check	181210	0	04/27/2023	\$ (149.45	) Posted	Southern Connecticut Gas

	1			1		<del></del>
Check	181211		04/27/2023	\$ (242.87)		Southern Connecticut Gas
Check	181212		04/27/2023	\$ (1,581.23)		Southern Connecticut Gas
Check	181213		04/27/2023	\$ (583.46)		Southern Connecticut Gas
Check	181214		04/27/2023	\$ (1,801.42)		Southern Connecticut Gas
Check	181215		04/27/2023	\$ (4,998.41)		Southern Connecticut Gas
Check	181216		04/27/2023	\$ (713.00)		Southern Connecticut Gas
Check	181217		04/27/2023	\$ (799.05)		Southern Connecticut Gas
Check	181218		04/27/2023	\$ (1,215.02)		Southern Connecticut Gas
Check	181196		04/27/2023	\$ (134.27)		Comcast Cable
Check	181219		04/27/2023	\$ (7,317.75)		Standard Insurance Company.
Check	181195		04/27/2023	\$ (1,720.21)		Chamberlain Court Condominium Association, Inc.
Check	181220		04/27/2023	\$ (1,441.25)		Stanley Convergent Security Solutions, INc.
Check	181199		04/27/2023	\$ (1,079.99)		Jazmin Boria
Check	181201		04/27/2023	\$ (21,400.00)		Marcum LLP
Check	181194		04/27/2023	\$ (1,628.50)		Autoscribe Corporation
Check	181200		04/27/2023	\$ (3,108.55)		Laz Parking
Check	181198		04/27/2023	\$ (1,960.00)		Emek Security LLC
Check	181197		04/27/2023	,	Posted	Desire Sessions
Check	181226		04/27/2023	\$ (646.42)		United Illuminating
Check	181227		04/27/2023	\$ (135.01)		United Illuminating
Check	181228		04/27/2023	\$ (675.46)		United Illuminating
Check	181229		04/27/2023	\$ (8,154.42)		United Illuminating
Check	181230		04/27/2023	\$ (139.15)		United Illuminating
Check	181231		04/27/2023	\$ (204.29)		United Illuminating
Check	181232		04/27/2023	\$ (875.52)		United Illuminating
Check	181233		04/27/2023	\$ (2,898.38)		United Illuminating
Check	181234		04/27/2023	\$ (1,017.59)		United Illuminating
Check	181235		04/27/2023	\$ (1,086.55)		United Illuminating
Check	181236		04/27/2023	\$ (547.61)		United Illuminating
Check	181237		04/27/2023	\$ (438.00)		United Illuminating
Check	181238		04/27/2023	\$ (315.59)		United Illuminating
Check	181239		04/27/2023	\$ (357.21)		United Illuminating
Check	181240		04/27/2023	\$ (258.17)		United Illuminating
Check	181241		04/27/2023	\$ (513.49)		United Illuminating
Check	181242		04/27/2023		Posted	United Illuminating
Check	181243		04/27/2023		Posted	United Illuminating
Check	181244		04/27/2023	\$ (149.39)		United Illuminating
Check	181245		04/27/2023		Posted	United Illuminating
Check	181246		04/27/2023	,	Posted	United Illuminating
Check	181247		04/27/2023	\$ (606.00)		United Illuminating
Check	181248		04/27/2023	\$ (165.22)		United Illuminating
Check	181249		04/27/2023	\$ (317.96)		United Illuminating
Check	181250		04/27/2023	\$ (272.73)		United Illuminating
Check	181251		04/27/2023	\$ (285.22)		United Illuminating
Check	181252		04/27/2023	\$ (348.86)		United Illuminating
Check	181253		04/27/2023	\$ (1,578.11)		United Illuminating
Check	181254		04/27/2023	\$ (139.07)		United Illuminating
Check	181255		04/27/2023	\$ (642.92)		United Illuminating
Check	181256		04/27/2023	\$ (222.35)		United Illuminating
Check	181257		04/27/2023	\$ (2,248.88)		United Illuminating
Check	181258		04/27/2023	\$ (961.68)		United Illuminating
Check	181259		04/27/2023	\$ (519.57)		United Illuminating
Check	181260		04/27/2023	\$ (1,298.09)		United Illuminating
Check	181261		04/27/2023	\$ (566.38)		United Illuminating
Check	181262		04/27/2023	\$ (720.18)		United Illuminating
Check	181263		04/27/2023	\$ (662.75)		United Illuminating
Check	181264		04/27/2023	\$ (1,103.84)		United Illuminating
Check	181265		04/27/2023	\$ (861.55)		United Illuminating
Check	181266		04/27/2023	\$ (1,003.94)		United Illuminating
Check	181267		04/27/2023	\$ (1,290.91)		United Illuminating
Check	181268		04/27/2023	\$ (18,855.81)		United Illuminating
Check	181269		04/27/2023		Posted	United Illuminating
Check	181270	0	04/27/2023	\$ (3,496.86)	Posted	United Illuminating

Check	181271	0 04/27/2023	\$	(115.12)	Posted	United Illuminating
Check	181272	0 04/27/2023	_		Posted	United Illuminating
Check	181273	0 04/27/2023		(610.76)		United Illuminating
Check	181274	0 04/27/2023	\$	(40.92)	Posted	United Illuminating
Check	181275	0 04/27/2023	\$	(480.90)	Posted	United Illuminating
Check	181276	0 04/27/2023	\$	(2,292.57)	Posted	United Illuminating
Check	181222	0 04/27/2023		(745.93)	Posted	Regional Water Authority
Check	181223	0 04/27/2023	\$	(6,421.13)	Posted	Regional Water Authority
Check	181224	0 04/27/2023	\$	(1,837.90)	Posted	Regional Water Authority
Check	181225	0 04/27/2023	\$	(511.83)	Posted	Regional Water Authority
Check	181280	0 04/27/2023	\$	(2,825.00)	Posted	Frankson Fence Company
Check	181278	0 04/27/2023	\$	(85.36)	Posted	Corporate Mailing Services LLC
Check	181277	0 04/27/2023	\$	(2,448.76)	Posted	Aramark Refreshment Services
Check	181281	0 04/27/2023	\$	(15,300.00)	Posted	Marcum LLP
Check	181282	0 04/27/2023	\$	(200.00)	Posted	Southern Connecticut State University
Check	181279	0 04/27/2023	\$	(500.00)	Posted	Fairfield University
DD	0	29552 04/27/2023	\$	(3,143.50)	Posted	Berchem Moses PC
DD	0	29563 04/27/2023	\$	(3,222.21)	Posted	Reitman Personnel Services, Inc.
DD	0	29561 04/27/2023	\$	(15,060.00)	Posted	Nobe Construction Company
DD	0	29562 04/27/2023	\$	(1,632.60)	Posted	Otis Elevator Company
DD	0	29565 04/27/2023	\$	(1,079.99)	Posted	Schatara McKiver
DD	0	29556 04/27/2023	\$	(1,079.99)	Posted	Jasmine Yvonne Johnson
DD	0	29560 04/27/2023	\$	(2,400.00)	Posted	Moore's Yard Care
DD	0	29551 04/27/2023	\$	(1,079.99)	Posted	Ashley Shemone Keen
DD	0	29566 04/27/2023	\$	(1,079.99)	Posted	Shayla Foreman
DD	0	29564 04/27/2023	\$	(683.97)	Posted	Sarah Esther Garcia
DD	0	29554 04/27/2023	\$	(1,695.00)	Posted	Crown Castle Fiber LLC
DD	0	29558 04/27/2023	\$	(683.97)	Posted	Keara Locke
DD	0	29557 04/27/2023	\$	(1,079.99)	Posted	Jerry L. Blue
DD	0	29559 04/27/2023	\$	(19,377.50)	Posted	McCarter & English, LLP
DD	0	29568 04/27/2023	\$	(1,583.21)	Posted	United Mechanical Resources Inc.
DD	0	29567 04/27/2023	\$	(16,000.00)	Posted	The Narrative Project, LLC
DD	0	29555 04/27/2023	\$	(370.00)	Posted	Holly A Bryk
DD	0	29553 04/27/2023	\$	(2,829.64)	Posted	Complete Labor And Staffing LLC
DD	0	29570 04/27/2023	\$	(2,142.58)	Posted	Infoshred, LLC
DD	0	29571 04/27/2023	\$	(1,200.00)	Posted	Moore's Yard Care
DD	0	29572 04/27/2023	\$	(178.44)	Posted	Ringcentral, Inc
DD	0	29569 04/27/2023	\$	(21,990.83)	Posted	360 Management Group. Co.
Check	181283	0 04/28/2023	\$	(1,740.66)	Posted	Regional Water Authority
Check	181284	0 04/28/2023	\$	(1,200.00)	Posted	Matthew Higbee

Total Payments Issued

\$ (4,140,640.59)

## **President's Report**

To: ECC/HANH Board of Commissioners

From: Karen DuBois-Walton, Ph.D., President

Date: May 16, 2023

**RE:** President's May 2023 Report

I. Administrative

Happy Spring!

Our team continues to work toward our strategic pillars:

- House more families (more quickly) in the highest quality housing in communities of their choice
- Support residents' ability to live their best life and achieve goals that move them toward greater housing and life choices
- Cost effective and cost-efficient delivery of services in ways that maximize impact in our community (jobs, contracting, economic development) and
- Spark policy change that creates growth in housing market especially for families in need of affordable housing

As we move forward toward achievement of our four strategic pillars, we are placing our immediate focus on exemplary customer service. Our commitment to equity and the fulfillment of the goals listed above, requires that we put our residents and participants at the center of the work that we do. This requires attending to their needs with the highest quality customer service. In the coming months, you will hear about the many ways in which we are innovating and focusing on our customers.

Recently, we hosted additional community meetings with residents at Wolfe and McQueeney to address how we may continue to partner to create the safe community that we all strive for. Additionally, we met with residents at McConaughy Terrace to review a request from the New Haven Policy Department to have access to security cameras at that site. Through our outreach re. our draft MTW 2024 Annual Plan, staff has been visiting TRC meetings and other community groups to gain input and respond to questions. We look forward to the results of this robust public engagement process.

Several team members were able to travel to DC this month for the annual CLPHA Housing Is summit that brings together housing authorities from across the country with partners in the health and education fields to discuss our intersecting work. We are proud to be leaders in cross sectional partnerships and recently were notified that we have been honored by being placed on the Campaign for Grade Level Reading's Honor Roll for 2023! Congratulations to our CED team, teacher in residence and families for their hard work and dedication to youth academic achievement.

Also, our team's hard work turning vacant public housing units and housing families has paid off in much improved occupancy rates as reflected in this report. After months of working with HUD on resolving issues, the ECC team was recognized on a National HUD call with other PHAs from across the country for its efforts in improving occupancy. Well done team!

On the legislative front, we continue to work with our State legislative partners on progressive housing reforms this session. We are hopeful that a version on the PHA Expanded Jurisdiction and Fair Share Housing Bills may pass this year.

We continue to track the CHRO case involving a former employee. Legal counsel has been assigned by our insurer and the case is pending. We anticipate the first mediation session to be held this month.

## Time Extension Granted per Resolution #02-25/10-R

- No Cost Time Extension with Consolidated Electric, LLC for electrical upgrade for St. Anthony I & II CCTV system from April 30, 2023 June 30, 2023 due to supply chain issues. (PO# 22275-13738)
- No Cost Time Extension with AM PM Door Repair Services set to expire on June 30, 2023 for Door Repair Services June 30, 2023 to July 31, 2023 in order to re-procure. (PO# 21154-13104)
- No Cost Time Extension for Crawford Life Health and Safety Upgrades—Change Order #11, Extended contract time to November 17, 2023 to accommodate long lead time items from 4/2/2023 to November 17, 2023.
- No Cost Time Extension with Consolidated Electric, LLC for electrical upgrade for St. Anthony I & II CCTV system from December 31, 2023 April 30, 2023 due to supply chain issues. (PO# 22275-13738)
- No Cost Time Extension with Ed the Tree Man off State of Ct. contract set to expire on April 30, 2023 for Tree Removal Services January 31, 2023 to April 30, 2023. (PO# 22247-13731)
- No Cost Time Extension with Hartford Truck & Equipment for Snow Removal Equipment off State of Ct. contract # 17PSX0118 March 31, 2023 to August 31, 2023.
   (PO# 21814-13464)
- Contract extension with Stanley Convergent Solutions for Door Access Controls Cooperative Purchasing Agreement from February 22, 2023, to September 30, 2023. (PO# 22327-13769)
- Contract extension of time with CSC for pay per use laundry services from February 28, 2023 to September 30, 2023 (PO# 21814-13128)
- Contract extension with Stanton Equipment for Snow Removal Equipment from April 1, 2023 to June 1, 2023. (PO# 21183-13464)
- Contract extension with F. W. Webb off State of Ct. contract # 15PSX0193 set to expire on December 31, 2023, for Plumbing and Heating Supplies December 31, 2022, to December 31, 2023. (PO# 22219-13719)
- No Cost Time Extension for Robert T. Wolfe PH1—Common Area Improvements: Change Order #9, contract extended to January 31, 2023 to accommodate long lead time items.
- No Cost Time Extension for Robert T. Wolfe PH2: Life Health and Safety Upgrades-- contract extended to January 30, 2023 to complete unforeseen mold abatement and related construction.
- No Cost Time Extension for Essex Fence and Basement Abatement to June 5, 2023 to replace fencing after Essex Envelope and Bathroom and Flooring Upgrades and maintain new warranty.
- No Cost Time Extension for 546 Woodward Avenue Reroofing until December 30, 2022 for structural repairs; completion prior to winter weather.

- No Cost Time Extension for Westville Manor Snow Removal Contract with 212 Exchange Street until March 31 2023
- No Cost Time Extension for McConaughy Snow Removal Contract with Nobe Construction until March 31, 2023
- No Cost time extension with AM PM Door & Installation for door repair services from December 31 to March 31, 2023 in order to re-procure services PO # 21154-13106.
- No Cost time extension with Off The Wall Graffiti Removal for graffiti removal services from December 19, 2022 to March 31, 2023 PO # 21864-13495.
- New-Contract extension with Home Depot Pro Institution for inventory warehouse management December 31, 2022, to September 30, 2023 (PO# 22329-13790)
- No Cost time extension for the two (2) year option to renew with Hooker & Holcome Investment Advisors, Inc for Broker / Agent of Record / Consultant Services for HANH's Pension plan services for a period beginning on October 14, 2023 and ending on October 13, 2025.
- No Cost time extension for the two (2) year option to renew with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services for HANH's Medical, Prescription Drug Coverage, Vision Care, and Dental Care, Life Insurance, STD, LTD and AD & D plan services for a period beginning on October 14, 2023 and ending on October 13, 2025.

#### II. Finance

#### **March 2023 YTD Financials**

The financial report covers six months (October 1 through March 31) of data. Total Revenues are \$61,897,885 and Total Expenses are \$52,690,137 (including depreciation expense of \$1,138,591). The excess of revenue over expenses is reduced by \$(7,093,989) capitalized expenditures. Depreciation expense add-back is \$1,138,591. The HANH Net Surplus of \$3,252,350 was as follows:

## MTW Programs

➤ Low Income Public Housing

Net surplus is \$737,318 versus a budget net deficit of \$(436,596) for an overall favorable variance of \$1,173,914

> Section 8 Housing Choice Voucher

Net deficit is \$(96,126) versus a budget deficit of \$(386,076). The favorable variance is \$289,950.

#### Non-MTW Programs

- ➤ Business Activities showed deficit of \$(112,791) compared with a budgeted deficit of \$(404,532), resulting in a favorable variance of \$291,740.
- ➤ Central Office Cost Center shows a net surplus of \$2,723,949 compared to a budgeted surplus of \$1,227,203 resulting in a favorable variance of \$1,496,746.

March 2023												
				NON-MTW	NON-MTW		ELIMS	ELIMS				
	MTW Budget		Variance	Budget	Actual	Variance	Budget	Actual	Variance	Total Budget		Total Varianc
70500 TENANT REVENUE	624,699	1,012,031	387,332	48,000	-	(48,000)	-	-	-	672,699	1,012,031	339,332
70600 HUD REVENUE	56,729,737	52,983,200	(3,746,537)	133,332	136,612	3,280	-	-	-	56,863,069	53,119,812	(3,743,257
70000 OTHER REVENUE	400,000	604,420	204,420	10,073,139	10,554,207	481,068	(5,222,113)	(5,097,561)	124,552	5,251,026	6,061,066	810,040
71600 GAIN/LOSS ON SALE OF CAPITAL ASSETS	-	1,704,976	1,704,976	-	-	-	-	-	-	-	1,704,976	1,704,976
70000 TOTAL REVENUE	57,754,436	56,304,627	(1,449,809)	10,254,471	10,690,819	436,348	(5,222,113)	(5,097,561)	124,552	62,786,793	61,897,885	(888,909
91000 OPERATING ADMINISTRATIVE	7,280,370	6,995,335	(285,035)	4,194,546	3,688,952	(505,594)	(5,222,113)	(5,097,561)	124,552	6,252,803	5,586,726	(666,077
92500 TENANTS SERVICES	115,118	25,321	(89,797)	1,269,351	900,707	(368,644)	-	-	-	1,384,469	926,029	(458,441
93000 UTILITIES	911,545	1,065,459	153,915	201,503	202,763	1,260	-	-	-	1,113,048	1,268,222	155,174
94000 MAINTENANCE	1,919,413	2,613,165	693,752	408,349	272,558	(135,791)	-	-	-	2,327,762	2,885,724	557,961
95000 PROTECTIVE SERVICES	98,307	69,041	(29,266)	14,483	4,951	(9,532)	-	-	-	112,790	73,992	(38,798
96000 GENERAL EXPENSE	769,340	-	(769,340)	213,909	213,715	(194)	-	-	-	983,249	213,715	(769,534
96100 INSURANCE PREMIUMS	394,565	460,775	66,210	2,419	-	(2,419)	-	-	-	396,984	460,775	63,790
96200 OTHER	181,369	823,737	642,368	-	-	-	-	-	-	181,369	823,737	642,368
96800 SEVERANCE EXPENSE	-	-	-	4,262,500	4,362,647	100,147			-	4,262,500	4,362,647	100,147
96900 TOTAL OPERATING EXPENSES	11,670,026	12,052,834	382,808	10,567,062	9,646,294	(920,768)	(5,222,113)	(5,097,561)	124,552	17,014,975	16,601,567	(413,408
97100 EXTRAORDINARY MAINTENANCE	760,482	143,006	(617,476)	16,208	-	(16,208)	-	-	-	776,690	143,006	(633,684
97200 CASUALITY LOSSES - NON CAPITALIZED	-	31,040	31,040	-	-	-	-	-	-	-	31,040	31,040
97300 HAP EXPENSE	37,719,830	34,775,934	(2,943,896)	-	-	-	-	-	-	37,719,830	34,775,934	(2,943,896
97400 DEPRECIATION EXPENSE	1,569,918	830,827	(739,091)	156,778	307,764	150,986	-	-	-	1,726,696	1,138,591	(588, 105
90000 OTHER EXPENSES	40,050,230	35,780,806	(4,269,424)	172,986	307,764	134,778			-	40,223,216	36,088,570	(4,134,646
TOTAL EXPENSES	51,720,256	47,833,640	(3,886,615)	10,740,048	9,954,058	(785,990)	(5,222,113)	(5,097,561)	124,552	57,238,191	52,690,137	(4,548,054
RAD/DEV - MTW Fund Expenditures	(3,757,913)	(4,388,539)	(630,626)	(3,517,387)	(2,705,450)	811,937			-	(7,275,299)	(7,093,989)	181,310
Investment in the financing of affordable housing Dev		-	-	-	-	-			-	-	-	-
Reserve for interest on N/R		-	-	-	-	-			-	-	-	-
10010 Operating Transfer In	1,051,531	434,992	(616,539)	4,668,857	4,272,082	(396,775)	-	-	-	5,720,388	4,707,074	(1,013,314
10020 Operating Transfer Out	(5,720,388)	(4,707,074)	1,013,314	-	-	-			-	(5,720,388)	(4,707,074)	1,013,314
10000 EXCESS OF REVENUE OVER (UNDER) EXPENSES	(2,392,590)	(189,635)	(2,202,955)	665,893	2,303,394	1,637,501	-	-	-	(1,726,696)	2,113,759	(3,840,455
ADJ FOR DEPREICATION EXPENSE	1,569,918	830,827	(739,091)	156,778	307,764	150,986	-	-	-	1,726,696	1,138,591	(588,105

# **III.Operations**

# A. Vacancy Rate

HANH's current occupancy rate for the month for April 2023 is 97.26%. The agency goal is 96.00%. Attainment of this goal remains the primary objective for the Operations Department.

# **B.** Rent Collection

**Rent Collection** – HANH's rent collection for the year to date ending the month of April 2023 is 66.46%. The agency goal is 95%. After many months of successfully reducing the TAR from a high in 2014, HANH saw the TAR reduced by over 75% prior to the COVID-19 pandemic. Rent collection has been poor over the past year and a half, however, staff is working with residents to get into compliance and to obtain rent relief resources through the city and state.

## **Total Collected**

	CY 2022	CY 2023	Variance
January	65.57%	64.54%	-1.03
February	65.59%	69.55%	3.96
March	63.10%	65.13%	2.03
April	53.41%	66.46	13.05
May	67.34%		
June	60.22%		
July	59.09%		
August	58.41%		
September	59.0%		
October	59.0%		
November	60.0%		
December	61.77%		
Average	61.04%	66.42%	5.38

## IV. Community and Economic Development (CED) Monthly Report

# **CARES/FSS Program Highlights**

- L. V: has green light to move forward with homeownership goal as she has a personal savings of 10k. She is currently working two (2) part-time jobs as a bus/shuttle driver.
- K. C: has green light to move forward with homeownership goal as she is currently earning high wages at CT Transit and she is no longer eligible for the HAP subsidy.
- Self-sufficient families (# of families moved to zero subsidy or EOP'd to market rate rent or HO) (1)
- Upcoming CARES Graduates- 9 are scheduled to graduate- pending lease signings
- 2 Participants who were not employed are working now part time
- 3 Participants received pay increases
- Assisted 1 CARES participant with registration- GED night classes
- 3 Participants referred to Utopia Health for job placement- PCA/C.N. A
- 2 Participants saved \$1,000 as an emergency fund- newly to the program
- 1 Participant registered with Security Guard Training school

# **ECC Believes Program Highlights**

- Recruiting for Summer Programming, including Youth @ Work, Parks and Recreation, and YRSVP Program
- 43 families received diapers through Diaper Bank
- 117 ECC/HANH youth currently participating in on site programming.

## **V.Planning and Modernization**

# **HAI Loss Prevention Grants:**

P&M applied for funding 5/31/2022, from HAI, our insurance company, for two reimbursement grants, Fire Loss Prevention, \$78,680, for installation of Fire Suppression Cannisters at each stovetop in our LIPH portfolio, and Storm Damage Prevention, \$770,760, for Tree and Shrub management and removal. ECC was awarded the Fire Loss Prevention Grant, September 19, 2022. This is a cooperative venture with the Planning and Modernization, Finance, and Operations Departments. Work has begun reducing ECC liability risk and making our communities safer.

# **HUD Emergency Safety and Security Grant:**

P&M also applied to HUD for funding to address security upgrades at Robert T. Wolfe and George Crawford Manor. The grant would enable our high-rise Elderly and Disabled communities to have the extra layer of security necessary to exclude the influx of an uninvited element. The maximum award per HA annually is \$250,000. Application was submitted June 15, 2022, and the full amount was awarded, October 3, 2022. Contracts for the two (2) camera systems are being submitted for BOC approval in May, 2023.

# Lead-Based Paint Capital Fund Program—Lead Grant Funding Years 2017 and 2020

#### **HUD Housing Related Hazards 2020**

• P&M responded to the HUD NOFA for the Housing Related Hazards for Fiscal Year 2020, due May 25, 2021. On September 29, 2021, ECC was awarded \$3,999,993., the highest amount to a Housing Authority, in the nation, to address the following Hazards at Scattered Sites, Essex, Crawford Manor, Wolfe: Smoke and Carbon monoxide, Radon, Mold and Vermin (high-rise buildings). Work will include inspections, testing, installation of equipment, treatments and post-abatement testing, as required. The grant covers abatements in buildings encompassing 402 units. Scheduling/testing has begun with CO & smoke detectors (HUD stated priority), Radon testing and mitigation. Mold is being addressed in conjunction with Lead abatement projects as well as separately. Inspections for the Vermin (Bedbugs, rodents and cockroaches) portion of the grant has begun. A 3<sup>rd</sup> Quarterly benchmark report has been sent to the HUD Washington and our Regional offices. We worked directly with the HUD Washington LBP and Housing Related Hazards Team and the our Regional Office regarding applicability of coverage for the grants as we progress through the construction and ongoing abatement design and procurement of contractors.

# **ECC Lead-Based Paint Capital Fund Projects**

**HUD Lead Grant 2017**--ECC applied for and awarded \$986,260 in Sept 5, 2018:

HUD national office understood the need was greater and put out an additional NOFA.

**HUD Lead Grant 2020**--ECC applied and was awarded an additional \$3,700,000, in May 2021.

#### What we have completed to date:

- Obligated and expended all \$986,260 of the 2017 LBP Grant funding.
- Tested all (299) LIPH family property units at risk for Lead Based Paint (Built before 1978).
- Units testing positive for lead were organized by priority in order of importance to address-- Amalgamated Prioritization Chart. Highest priority, units with children under the age of 6 years and actionable levels of lead.
- We are addressing units even if there are no children, now, as these could be rented in the future to a family with young children.

- ECC met with State of Connecticut and HUD Washington Lead Teams to align goals and verify plan of action.
- Applied for six month extension for obligation deadline on the HUD LBP 2020 Grant; pending response from HUD.
- Immediate action--Completed:
  - > Trained in-house staff to perform Interim Controls and to Follow Lead Safe Renovating practices
  - ➤ **Interim Controls:** Targeted highest priority units, temporarily removing lead dust while design and solicitation process was in progress
    - Highest priority Scattered site properties (10 houses-17 units)
    - McConaughy Terrace exterior source of lead dust--our largest Family development (201 units).
  - ➤ Removed Lead painted doors and friction components at McConaughy Terrace...no lead painted doors left at McConaughy Terrace (201 units).
- Design, Abatement and Construction Complete for Lead Abatement in the following properties:
  - o 10 houses (**17 units lead safe**) in our Scattered Sites West Portfolio. Lead, encapsulated, including replacement of peeling porch components and encapsulation of some siding. These came first as they were highest on our Amalgamated Prioritization Chart.
  - o Essex Townhouses (**32 units lead safe**) ...all known lead components have been removed from 32 units, not just encapsulated. Of the remaining 3 units (total of 35 units at Essex), all have encapsulated lead, to be removed in the new Essex Envelope Scope of work, in the process of window replacement.
  - o McConaughy (201 units moved to redevelopment effort...however, units all had Interim Controls performed; More permanent Abatement to accompany redevelopment.
- **Redesign:** Upon receipt of the 2<sup>nd</sup> Lead Based Paint grant, design of remaining units were upgraded to remove instead of just encapsulate certain components, keeping to the priorities established by the testing. This was made possible due to the additional HUD funding and provides residents and ECC a more permanent and lasting solution to the Lead. With the obligation of Group D houses (21), only one 2-family house of the original 299 properties remains to be addressed by Planning and Modernization: 759 Quinnipiac Avenue, listed as Group A.
- Other Housing Related Hazards: ECC added elimination of other Housing Related Hazards upon receipt of a 3<sup>rd</sup> HUD grant \$3,999,993, where inspections identified significant mold, CO and Smoke detectors, vermin and Radon to mitigate or remove. Work on the multiple hazards started, and units with identified Radon, throughout the LIPH portfolio have been mitigated with installed piping and exhaust fan systems and confirmation testing. All properties have been inspected for needed CO and Smoke detectors and designs for more reliable hardwired systems is in process. Vermin are being addressed in conjunction with other construction projects. Mold is being addressed largely in the scattered sites AMPs, some properties with Lead Abatement work, others, separately.

#### **Solicitations Awarded in 2022:**

- Group B: 3 Single-Family Houses in the Scattered Site West portfolio (Construction ongoing; on site start, September 2, 2022, completion anticipated April 14, 2023)
- Group C: 8 Units in 4 houses in the Scattered Site East portfolio--Solicitations went out for Bid, July 2022 for Construction Completion June 23, 2023:
- Group A: 1 house, Scattered Sites East portfolio, Lead, mold and asbestos abatement with site safety and historic preservation requirements; Solicitation out for Bid September 2022, originally going to the October Board, for construction start in Spring, 2023; 2 Bids were received. Contractor with lowest responsible Bid was awarded the contract in December, 2022. The Contractor withdrew and the project is currently being resolicited, bids due March 17, 2023. Two (2) viable bids were received, however, no

- contract was awarded due to cost for bids being too high. Scope removal and re-solicitation is planned for June
- **Group D: 21 houses** in the Scattered Sites East portfolio (houses currently without children under the age of 6 years but needing lead abatement for future family rentals). 3 bids received, for solicitation in February, 2023, including some mold abatement, bids due March 20, 2023. Rebid solicited with 3 bids received. Contract for BOC approval, May, 2023.

Testing has also been performed by the Operations Department in our Elderly and Disabled community high-rise buildings, and Lead was addressed in the areas where children under 6 years were living (common areas). Not part of the Lead Grant work.; In Robert T. Wolfe Apartments, a resident reported a child with an elevated blood level (EBL), which ultimately resulted in medical testing which did not confirm evidence of an actual elevated blood level, 5 micrograms/deciliter. ECC proactively retested the building common areas and the child's unit and determined that an elevator floor contained lead dust above the allowable threshold. ECC's trained Lead Interim Controls team has cleaned the area and received environmental clearance by an accredited Environmental consultant. The local Department of Public Health is responsible for investigating the likely source of lead for the child. ECC remains committed to the health of our residents, especially the most vulnerable, young children. We did not wait for the official confirmation of an Elevated blood level to ensure the site was safe. Children's elevated blood levels should not be the tests which trigger safety measures.

**In addition,** ECC is not required to test for Lead in Water as part of the grant, however, ECC in its commitment to Residents, tested for lead in water and has abated any identified lead in water concerns, throughout the portfolio, not using the Lead Grant monies.

**Testing results** are shared with residents and explained, if needed. State of CT Lead education packet is shared and consultants are available for any technical clarification. Prior to Covid, Lead education packets were available in our lobby. We will be starting to make these available, again. Ongoing Lead Management Plans are being developed for completed Construction projects, as required by the HUD regulations.

# P&M Projects 2020-2023

- Crawford Manor: ADA Entrance and Access Improvements and Fire Panel and Fire Pump Replacement: ECC rescinded previously awarded contract due to COVID considerations. Project was repackaged to perform PH1- ADA entry and fire pump renovations. PH 2, Fire Panel replacement work which requires entry into resident units in an Elderly development, was postponed until deemed safe to proceed, due to COVID. Seven (7) bids were received for Phase 1 vestibule and fire pump replacement. In March 2021, Board approved contract award. ADA entry vestibule is completed, and in use. The fire pump is installed. Fire Marshal required a change in electrical panels, a change order which added time. A portion of the work has been paid for by CARES funding. Work extended to March 31, 2022, to accommodate the Fire Department Fire Watch schedule. PH 2, was re-bid, for the Fire Panel and addressable fire alarm system and Life Health and Safety Upgrades. Resolution was brought to the Board of Commissioners, in April, 2022. Time extended due to long lead times on equipment. Installation of Fire Alarm Panel 95% complete.
- O Robert T. Wolfe Renovations: A team of architects, engineers, environmental consultants, Operations and Planning and Modernization staff completed a survey of critical needs, health, life and safety considerations. Cost estimates were evaluated, and prioritized projects selected for design; bids were solicited, and 2 non-responsive bids submitted. Project resolicited. An elevator consultant was procured to design for elevator repairs, which were procured separately; ECC Indefinite Quantities Architect assisted in approaching repairs in a novel way saving ECC almost \$500,000 on the repairs. Due to COVID, Wolfe Phase 1 excludes work requiring entry into resident

units or requiring relocation of residents in an elderly and disabled population; Construction on the community room, laundry room and corridors is completed. The Lobby and ADA entry work is largely completed pending delivery of a long lead-time item., Substantial completion, January, 2023. The project was rebid. A contract for Phase 2, for resident interior improvements was awarded, and preconstruction surveys were completed in March, 2020. 10-unit bathrooms will be replaced and miscellaneous other life health and safety improvements throughout the majority of the residential units. Work began on the 8<sup>th</sup> and 7<sup>th</sup> floors in February, 2022, and has progressed through the 1<sup>st</sup> floor. Additional life health and safety items have been identified, and are being addressed concurrently. These additional conditions are the result of new and worse conditions from over the two year period while Covid restrictions on entering units were in place. Phase II contract work reached Substantial completion in January 3, 2023, time extended due to unforeseen conditions. All PH 1 work is complete, save one long lead time item and closeout. PH 2 is completed and in closeout.

- Essex Envelope and Site Fencing: Project design completed. Scope of project included roof, gutter, siding, window, AC sleeve, asbestos pipe insulation abatement and fencing replacement. Project scope revised to include only Site fencing and asbestos pipe insulation, as these portions could be addressed without unit entry during COVID. Bids solicited in March for fencing and basement pipe abatement. Six bids received. Scope of work was rebid. Project awarded and pipe insulation abatement is 100% completed. Re-insulation, 100% complete. Site fencing installation was 100% complete, July 22, 2022; Contract was extended to 6/5/2023 to allow for new fencing to be temporarily removed under warranty to make room for siding replacement. Contract end date will align with Essex Envelope project.
- Essex Envelope and Bathroom and Flooring Upgrades: This project will replace Roofs, Siding, Windows, Gutters and downspouts, provide code required AC sleeves, replace all bathrooms, and some flooring which is all beyond their Estimated Useful Life. This is a major improvement for residents of Essex Townhouses. Due to procurement issues the solicitation was cancelled, and the project put out to bid, again. Project awarded. Construction on site has begun on the roofs and windows. Work will proceed on the envelope (roof, siding, windows) and follow up with interior work, only when all materials have been received. In response to long lead time item schedules some exterior work will begin which does not require resident relocation. Scheduled for construction completion, October 31, 2023.
- o 437M&N Eastern Street: P&M solicited A&E and environmental design services for a vacancy rehabilitation project. 437 M&N Eastern Street sustained significant structural and cosmetic damage due to a fire. Solicitation received several bids; contract awarded. ECC's insurance company was contacted. Roofing condition requires corrective structural fortification. Project was out for bid with bids due before Thanksgiving. Due to receiving only one bid, ECC resolicited the project and bids were due January 4, 2023. Contract awarded and NOA provided. Building closed in and interior work begun. Project anticipated completion in 100 days from Notice to Proceed, almost 3 months sooner than anticipated.
- o 57 Mountaintop: Scattered Sites East single-family home with extensive mold, requiring relocation of the household residents. Joint project between Operations Department and Planning & Modernization (P&M). Operations to address immediate mold abatement and miscellaneous housing upgrades to allow resident to return to the house. P&M has contracted with an Architect and Environmental consultant to design a remedy for long term remediation of the moisture source(s) which fed the mold and miscellaneous building and site upgrades. Operations has performed much of the needed immediate work. A solicitation is going out in May for the mold preventative and restorative work.

- O George Crawford Structural Evaluation: ECC is conducting a structural evaluation of 90 Park Street, which is on the National Register of Historic Places. This structural evaluation will not only provide information on the condition of the structure of the building for current life safety, but will also provide information valuable to any future plans for the building. A contract was finalized with a structural engineering firm, and a final report has been submitted. Recommendations will be followed up with a solicitation for corrective work in advance of and in coordination with future development plans.
- o **546 Woodward Avenue:** ECC Contractor with Notice To Proceed has completed the roof work and is currently in closeout.

# **VI.The Glendower Group**

#### • Farnam Courts Phase II

- For the purpose of Financing Glendower bifurcated the redevelopment of Phase II into two phases
   4% and 9%.
- o Glendower Farnam Courts 4%, LLC (closest to Farnam 1), consists of 45 units and Glendower Farnam Courts 9%, LLC consists of 66 units including 52 affordable, a community building, and a park.
- o 100% drawing completed on January 24, 2020.
- o Haynes Construction has been selected to be the General Contractor for Phase II.

#### Farnam Courts Phase II 4%

- o Successfully closed on July 7, 2020.
- o Notice to proceed issued to begin work on July 13, 2020.
- o Construction completed and keys turned over on 10/13/21.
- Closeout process ongoing. Waiting on Environmental closeout reports and updated O&M Manuals with survey.
- o Conversion to permanent completed on February 28, 2023.

#### Farnam Courts Phase II 9%

- o Successfully closed on December 17, 2020
- o Notice to proceed issued to begin vertical and demolition work on December 18, 2020.
- o Demolition of former Farnam buildings completed.
- o Phase 2b building construction was completed in May 2022. Fencing and the playground installation began 9-12-22.
- o HTCC application submitted on June 1, 2021, for additional funding in the amount of \$500,000 due to offset the cost of the sharp increase in lumber pricing across construction nationally caused by the Covid pandemic. Awarded the full amount on October 8, 2021.
- o Conversion targeted for the 1st quarter of 2023.

#### Westville Manor

- o The Authority submitted a 9% LIHTC application in November 2016 to complete the offsite component on the Rockview Phase II site and was awarded. - Contract closing for Rockview Phase 2 occurred on June 20, 2019.
- o The Authority issued an RFQ for a Master Planner for Westville Manor and selected a team composed of Ken Boroson Architects and Torti Gallas Planners.
- o The planning team has begun scheduling the necessary steps to prepare for the first application for on-site redevelopment with a target of January 2022. This application will address the first phase of Westville Manor consisting of 50 total units and will include the 21 unit 3-story main building.
- o It is anticipated that funding for the final Westville Manor on-site phase consisting of 59 units will be submitted under the 9% LIHTC CHFA round in 2022 or 2023.

- o The master Planning Team held a series of meetings and charrettes in September 2018 and will completed a final recommendation to stakeholders in January 2019. The Authority submitted a RAD application for Westville Manor and was awarded.
- o It was determined that a Planned Development District (PDD) was the best approach to the redevelopment of the site. A PDD application was submitted to the City of New Haven in January 2019 that will include the redevelopment of 109 units on site of which 80% will be RAD replacement units and 20% unrestricted. The Board of Alders approved the PDD in April 2019.
- Submitted a 9% LIHTC application for on-site Phase 1 on January 12, 2022. This application was not awarded. The application will be resubmitted under the CHFA 2023 9% LIHTC round (due January 11, 2023).
- o Anticipated closing in 4th quarter of 2023.

#### RAD Portfolio Award

- o The Authority received a portfolio award, inclusive of 13 developments, detailed herein. They have been grouped as follows:
  - Group I: Motley, Bush, Harvey and Newhall Garden
    - o Development completed and leased.
  - Group IIA: Waverly and Stanley Justice and Fulton Park
    - o Development completed and leased.
  - Group IIB: Valley Townhomes
    - o Submitted financing template to the Resource desk on November 2, 2021
    - o HUD concept call completed on October 7, 2021.
    - o Closing anticipated to be the December 2022. Targeting October 2022 CHFA board approval.
    - o Closing completed on December 23,2022.
    - o Demolition began on January 6, 2023.
    - o Demolition of all buildings was completed in March 2023
    - o Final construction completion March 2024

# • Group III: McQueeney, and Celentano

- o Closed February 27, 2020.
- o Construction began on March 9, 2020.
- Construction activities are COVID delay of 8 weeks. State and nationwide slowdowns and shutdowns are being monitored for possible schedule overruns.
- o Final completion for McQueeney October 31, 2021
- o Final completion for Celentano October 31, 2021
- Conversion to permanent financing anticipated to be completed by June 1, 2022.

#### • Group IV: Ruoppolo and Fairmont,

- o Closed on March 11, 2021.
- o Construction began March 15, 2021
- o Final completion for Fairmont Heights May 31, 2022
- o Final completion for Ruoppolo Manor May 31, 2022.
- o Glendower is working on adding elevator code upgrades to Fairmont scope.
- o Conversion targeted for second quarter 2023.

#### McConaughy Terrace

- o For the purpose of Financing Glendower bifurcated the redevelopment into two phases 4% and 9% Low Income Housing Tax Credit applications.
- o Glendower McConaughy Terrace 4%, LLC will consist of 92 affordable units and Glendower McConaughy Terrace 9%, LLC will consist of 104 affordable and 26 market rate units.
- o 90% drawing completed on October 31, 2021 for the 9% phase.
- o LaRosa Building Group, LLC has been selected to be the General Contractor for the Development.

#### McConaughy Terrace 4%

- o Submitted a LIHTC application to CHFA on November 12, 2021. Application awarded in conjunction with the 9% award identified below.
- o Closing anticipated to be in 1<sup>st</sup> quarter of 2022.
- o 92 total units, 66 rehab 26 new construction.
- o Closing targeted for the <sup>3rd</sup> quarter of 2023

## McConaughy Terrace 9%

- o Submitted a LIHTC application to CHFA on November 12, 2021.
- o Application was awarded under the 2021 competitive LIHTC round. The 9% LIHTC award also included approval of the 4% award.
- o Closing anticipated to be on the 1<sup>st</sup> quarter of 2023.
- o Phase includes the rehab of 130 units, 104 RAD units, and 26 to be market rate.
- o Closing targeted for the 3<sup>rd</sup> quarter of 2023

#### Scattered Sites

- O Scattered site is multifamily redevelopment which includes 88 units located in various part of the city. The developments are: 23 Chamberlain Street, 54 Kingswood Drive, 63 Fulton Street, 425 Eastern Street, 437 Easter Street, 1361 Quinnipiac Ave, 1368 Quinnipiac Ave, 1370 Quinnipiac Ave, 1376 Quinnipiac Ave, 1378 Quinnipiac Ave, 1381 Quinnipiac Ave, and 1435 Quinnipiac Ave.
- o Submitted a 9% LIHTC application on January 12, 2022. Project was not awarded.
- o Application will be resubmitted under the DOH DEP round.
- o Anticipated closing in 1st quarter of 2024.

#### **MEMORANDUM**

TO: Board of Commissioners

DATE: May 16, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Approving the FYE 2022 Audited Consolidated Financial Statements for the Housing Authority of

the City of New Haven, D/B/A Elm City Communities

ACTION: Recommend that the Board of Commissioners pass Resolution # 05-29/23-R

TIMING: Immediately

DISCUSSION: Marcum LLP completed the audit of the Consolidated Financial Statements for the Housing Authority of

the City of New Haven (HANH), D/B/A Elm City Communities (ECC). The Consolidated Financial Statements for HANH include two Discretely Presented Component Units – The Glendower Group, Inc.

(Glendower) and 360 Management Group, Co. (360).

The HANH audit was conducted in accordance with GAAP (Generally Accepted Accounting Principles) and the standards applicable to financial audits contained in Government Auditing Standards. Based on the audits, Marcum LLP has issued an Unmodified Opinion on the Consolidated Financial Statements for HANH and its component units.

There were no deficiencies in internal control and no audit finding regarding the Financial Statements for FY 2022.

Key comparative financial results are as follows:

Statement of Financial Position	FY 2022	FY 2021
HANH:		
Total HANH Assets	410,821,560	391,853,237
Total HANH Liabilities	(8,554,935)	(10,375,877)
Total HANH Net Position	402,266,625	381,477,360
Total III MATTIVEET OSTELOTI	402,200,023	301,477,300
Component Units:		
Total Glendower Assets	353,725,893	341,527,412
Total Glendower Liabilities	(274,396,102)	(275,122,721)
Total Glendower Net Position	79,329,791	66,404,691
Total 360 Management Assets	385,730	402,799
Total 360 Management Liabilities	(2,973,168)	(2,441,711)
Total 360 Management Net Position	(2,587,438)	(2,038,912)
Statement of Revenues and Expenses	FY 2022	FY 2021
HANH:		
Total HANH Revenues	115,324,342	120,744,714
Total HANH Expenses	(94,535,078)	(91,341,601)
Change in HANH Net Position	20,789,264	29,403,113
Net Position - Beginning of Year	381,477,361	352,074,248
Net Position - End of Year	402,266,625	381,477,361
Component Units:		
Total Glendower Revenues	22,180,226	18,288,088
Total Glendower Expenses	(33,997,053)	(29,687,333)
Change in Glendower Net Assets	(11,816,827)	(11,399,245)
LLC's Equity Transactions	24,741,927	13,334,753
Glendower Net Assets - Beg of Yr	66,404,691	64,469,183
Glendower Net Assets - End of Yr	79,329,791	66,404,691
Total 360 Management Revenues	3,331,031	2,672,023
Total 360 Management Expenses	(3,879,557)	(3,225,961)
Change in 360 Managment Net Deficit	(548,526)	(553,938)
360 Management Net Deficit - Beg of Yr	(2,038,912)	(1,484,974)
360 Management Net Deficit - End of Yr	(2,587,438)	(2,038,912)

Glendower reflects the consolidated financial statements for the accounts of Glendower, its wholly owned subsidiaries, and Glendower as the managing members of 13 affordable housing sites for FY 2022.

360 Management began its own financial reports in FY 2018; all revenues and expenses functionally related to the Corporation's management of affordable housing programs were reported separately under Glendower in FY 2018. Since then, 360 Management has its own independent audit beginning in FY 2019.

Accompanying this resolution is a draft copy of the Audit Report, which includes the Management Discussion & Analysis and Summary of Activities and the Financial Data Schedule (FDS), which is the structured financial results by business grouping required for submission to HUD.

Fiscal Impact: \$0.00

Staff: John Rafferty, Sr. VP of Finance, I.T. & Administration

# **ELM CITY COMMUNITIES Housing Authority of The City of New Haven**

#### **RESOLUTION** # 05-29/23-R

Approving the FY 2022 Audited Consolidated Financial Statements for The Housing Authority of the City of New Haven, D/B/A Elm City Communities.

**WHEREAS**, Marcum LLP completed the audit of the Consolidated Financial Statements for The Housing Authority of the City of New Haven (HANH) in accordance with GAAP (Generally Accepted Accounting Principles); and

WHEREAS, the Consolidated Financial Statements have an Unmodified (i.e. clean) Opinion for HANH and its component units (the Glendower Group, Inc. and 360 Management Group, Co.); and

**WHEREAS**, the Board of Directors hereby approves and accepts the FYE September 30, 2022 Audited Consolidated Financial Statements.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN, THAT:

- 1. The President/Executive Director is hereby authorized and empowered to accept the FYE September 30, 2022 Audited Consolidated Financial Statements for the Housing Authority of the City of New Haven, D/B/A Elm City Communities, as set forth in this Resolution and to take any and all steps necessary to effectuate the purposes of this Resolution.
- 2. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, May 16, 2023.

	Karen DuBois-Walton, Ph.D. Secretary/President
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq.	
A Partner	

#### **MEMORANDUM**

TO: Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, President

RE: Resolution Authorizing the Write-Off of Accounts Receivable of Former ECC/HANH

Tenants of the Federal Public Housing Program Financial Statement Reporting Purposes

ACTION: Recommend that the Board of Commissioners pass Resolution # 05-30/23-R

TIMING: Immediately

DISCUSSION: ECC/ECC/HANH has accounts receivable balances for individuals that are no longer tenants.

These balances need to be removed from our Financial Reporting systems. In writing these accounts off for financial reporting purposes, the accounts receivable detail will still remain in our Low-Income Housing system for possible collection efforts. The dollar amounts will simply not carry over to the Financial Reporting system, thus lowering the net accounts receivable balance to an amount closer to what is expected to be collected as required under Generally Accepted Accounting

Principles (GAAP) for financial statement reporting.

Any tenant leaving ECC/HANH with an outstanding balance is to be denied re-admission to ECC/HANH and all other PHA's until all outstanding obligations are satisfied. Therefore, information regarding any outstanding accounts receivable will be maintained on Tenant Ledgers in the Low-Income Housing component of our computer system for review and possible reporting

as allowed by HUD.

ECC/HANH is currently carrying a \$19,509.66 balance for 17 vacated tenants from the 2<sup>nd</sup> Quarter FY 2023, a period ending 03/31/2023. This amount includes residents that are deceased, terminally ill and in nursing homes. It also includes residents that have been evicted or skip leaving no

forwarding address.

FISCAL IMPACT: None

STAFF: John Rafferty, Sr. VP of Finance, IT & Administration

# **ELM CITY COMMUNITIES Housing Authority of The City of New Haven**

#### **RESOLUTION** # 05-30/23-R

# RESOLUTION AUTHORIZING THE WRITE-OFF OF FORMER TENANT ACCOUNTS RECEIVABLE (TAR) FOR THE LOW-INCOME PUBLIC HOUSING (LIPH) PROGRAM FOR THE PERIOD ENDING 03/31/2023 IN THE AMOUNT OF \$19,509.66

WHEREAS, ECC/HANH's is responsible for the management and operation of all projects under the Federal Consolidate Program; and

WHEREAS, in the course of such operation, certain tenants of these developments discontinue occupancy leaving outstanding balances for rents and other charges with the Authority; and

WHEREAS, efforts were made to collect all outstanding balances while tenants remain in possession; and

WHEREAS, ECC/HANH has previously contracted with Collection Company of America during FY 2009 to pursue collection of outstanding balances, but effects proved to be unsuccessful; and

WHEREAS, ECC/HANH is currently carrying \$19,509.66 balance for 17 vacated tenants through March 31, 2023, and

WHERAS, while ECC/HANH will remove the balances from ECC/HANH's Financial Reporting systems, the obligations of these former tenants will remain in the Low-Income Housing System for possible future collections; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. The write-off for financial reporting purposes of all former tenant's accounts receivable balances accrued through March 31, 2023 for LIPH program in the amount of \$19,509.66 is hereby authorized.
- 2. The President be and is hereby authorized, empowered, and directed to take any and all such action ancillary, related and/or necessary action to fulfill the foregoing purposes and the purposes of this resolution.
- 3. This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, Ph.D. Secretary/President.	
REVIEWED: MCCARTER & ENGLISH, LLP GENERAL COUNSEL	Date	
Rolan Joni Young, Esq. A Partner		

#### **MEMORANDUM**

**TO:** Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution Authorizing Change Order #13 to A. Prete Construction Company, Inc. for

Crawford Manor Health & Safety Contract Emergency Lighting Replacement in the Amount Not to Exceed \$18,000 bringing the adjusted contract value from \$3,992,269.38

to \$4,010,269.38

ACTION: Recommend that the Board of Commissioners adopt Resolution # 05-31/23-R

TIMING: Immediately

DISCUSSION: At Crawford Manor, 90 Park Street, ECC/HANH determined a need to perform building

and unit health and safety upgrades. As Phase 1, due to COVID safety concerns, ECC/HANH solicited bids and awarded a contract to renovate the vestibule entrance for improved security and accessibility and replace the building fire pump since this work did not require contractors to work in residents' apartments. Phase 1 work was

completed in 2022.

As a second phase, ECC/HANH publicly issued Invitation for Bids #PM-22-IFB-593 Crawford Manor Fire Alarm, Life, Health and Safety Upgrades Rebid including fire alarm system replacement, electrical work, plumbing, painting and other work in occupied apartments. At the April 2022 Board meeting, the Commissioners authorized award of contract to A. Prete Construction Company, Inc. in the amount of \$3,317,703.00 for completion in 240 calendar days from Notice to Proceed.

As work progressed, conditions arose that required contract modifications. On September 15, 2022, ECC/HANH executed Change Order #1 in the amount of \$166,588.04 for unit heater/split system adjustment and water booster pump replacement bringing the adjusted contract value from \$3,317,703.00 to \$3,484,291.04.

#### ECC/HANH has also authorized:

- CO #2 for door modifications required by the Fire Marshall in the amount of \$27,430.29
- CO #3 for shower and bathroom exploratory repairs in the amount of \$64,922.33
- CO #4 for isolation valve replacement in the amount of \$23,524.01
- CO #5 for existing boiler exhaust repairs, community room abatement, main building shut-off valve replacement in the amount of \$33,267.03
- CO #6 extending time until March 3, 2023 for long lead time for various fire alarm system components.
- CO #7 extending time until April 2, 2023 for supply chain delays for the lead time for booster pump components

The combined value of Change Orders 1 through 7, \$315,731.70, is less than 10% of the contract value and did not require Board authorization. The adjusted contract value through Change Order #7 is \$3,633,434.70.

On March 21, 2023, the Board authorized:

- CO #8 in the amount not to exceed \$194,398.13 to install a new Bi-Directional Amplification System (BDA) to meet the new City of New Haven Fire Department standards.
- CO #9 for nine (9) additional range hood circuits in the amount of \$5,400.
- CO #10 for Replacement of additional Main water shutoff bypass to main water line and meter not to exceed \$13,521.55

Following authorization of Change Orders #8 through #10, the adjusted contract value increased from \$3,633,434.70 to \$3,846,754.38.

ECC/HANH also authorized Change Order #11 extending time until November 17, 2023 due to supply chain issues related to fire alarm system components and change order items.

On April 18, 2023, the Board authorized Change Order #12 in the amount not to exceed \$145,515 for extended contract general conditions. Following authorization of Change Order #12, the adjusted contract value increased from \$3,846,754.38 to \$3,992,269.38.

The City Fire Marshal is requiring replacement of emergency building lighting prior to sign-off on the new fire alarm system installation. On May 1, 2023, ECC/HANH issued Construction Change Directive #2 authorizing the contractor to proceed with the emergency building lighting at a not to exceed value of \$32,500 less \$14,500 billed against the contract allowance of \$20,000 for a not to exceed change of \$18,000 with final value to be included in a change order.

ECC/HANH is now recommending authorization of Change Order #13 in the amount not to exceed \$18,000, for replacement of emergency lighting throughout the building as directed by the City Fire Marshal. Following authorization of Change Order #13, the adjusted contract value will increase from \$3,992,269.38 to a not to exceed value of \$4,010,269.38.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #13 in the amount not to exceed \$18,000., increasing contract value from \$3,992,269.38 to \$4,010,269.38.

FISCAL IMPACT: \$18,000

SOURCE OF FUNDS: CFP 2023 funds

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization

# **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### **Resolution # 05-31/23-R**

RESOLUTION AUTHORIZING CHANGE ORDER #13 TO A. PRETE CONSTRUCTION COMPANY, INC. FOR CRAWFORD MANOR HEALTH & SAFETY CONTRACT EMERGENCY LIGHTING REPLACEMENT IN THE AMOUNT NOT TO EXCEED \$18,000 BRINGING THE ADJUSTED CONTRACT VALUE FROM \$3,992,269.38 to \$4,010,269.38

WHEREAS, at Crawford Manor, 90 Park Street, ECC/HANH determined a need to perform building and unit health and safety upgrades; and

WHEREAS, as Phase 1, due to COVID safety concerns, ECC/HANH solicited bids and awarded a contract to renovate the vestibule entrance for improved security and accessibility and replace the building fire pump since this work did not require contractors to work in residents' apartments; and

WHEREAS, Phase 1 work was completed in 2022; and

WHEREAS, as a second phase, on October 25, 2021, ECC/HANH publicly issued Invitation for Bids #PM-21-IFB-546 for Crawford Manor Fire Alarm, Life, Health and Safety Upgrades including fire alarm system replacement, electrical work, plumbing, painting and other work in occupied apartments; and

WHEREAS, on September 15, 2022, ECC/HANH executed Change Order #1 in the amount of \$166,588.04 for unit heater/split system adjustment and water booster pump replacement bringing the adjusted contract value from \$3,317,703.00 to \$3,484,291.04; and

#### WHEREAS, ECC/HANH also authorized:

- CO #2 for door modifications required by the Fire Marshall in the amount of \$27,430.29
- CO #3 for shower and bathroom exploratory repairs in the amount of \$64,922.33
- CO #4 for isolation valve replacement in the amount of \$23,524.01
- CO #5 for existing boiler exhaust repairs, community room abatement, main building shut-off valve replacement in the amount of \$33,267.03
- CO #6 extending time until March 3, 2023 for long lead time for various fire alarm system components; and CO #7 extending time until April 2, 2023 for supply chain delays for the lead time for booster pump components; and

WHEREAS, the combined value of Change Orders 1 through 7, \$315,731.70, is less than 10% of the contract value and did not require Board authorization; and

WHEREAS, the adjusted contract value through Change Order #7 is \$3,633,434.70; and

#### WHEREAS, on March 21, 2023, the Board authorized:

- CO #8 in the amount not to exceed \$194,398.13 to install a new Bi-Directional Amplification System (BDA) to meet the new City of New Haven Fire Department standards.
- CO #9 for nine (9) additional range hood circuits in the amount of \$5,400.
- CO #10 for Replacement of additional Main water shutoff bypass to main water line and meter not to exceed \$13,521.55; and

WHEREAS, ECC/HANH also authorized Change Order #11 extending time until November 17, 2023 due to supply chain issues related to fire alarm system components and change order items; and WHEREAS, on April 18, 2023, the Board authorized Change Order #12 in the amount not to exceed \$145,515

for extended contract general conditions; and

WHEREAS, following authorization of Change Order #12, the adjusted contract value increased from \$3,846,754.38 to \$3,992,269.38; and

WHEREAS, the City Fire Marshal is requiring replacement of emergency building lighting prior to sign-off on the new fire alarm system installation; and

WHEREAS, On May 1, 2023, ECC/HANH issued Construction Change Directive #2 authorizing the contractor to proceed with the emergency building lighting at a not to exceed value of \$32,500 less \$14,500 billed against the contract allowance of \$20,000 for a change not to exceed \$18,000.; and

WHEREAS, ECC/HANH is now recommending authorization of Change Order #13 in the amount not to exceed \$18,000 for replacement of emergency lighting throughout the building as directed by the City Fire Marshal; and

WHEREAS, following authorization of Change Order #13, the adjusted contract value will increase from \$3,992,269.38 to \$4,010,269.38.; and

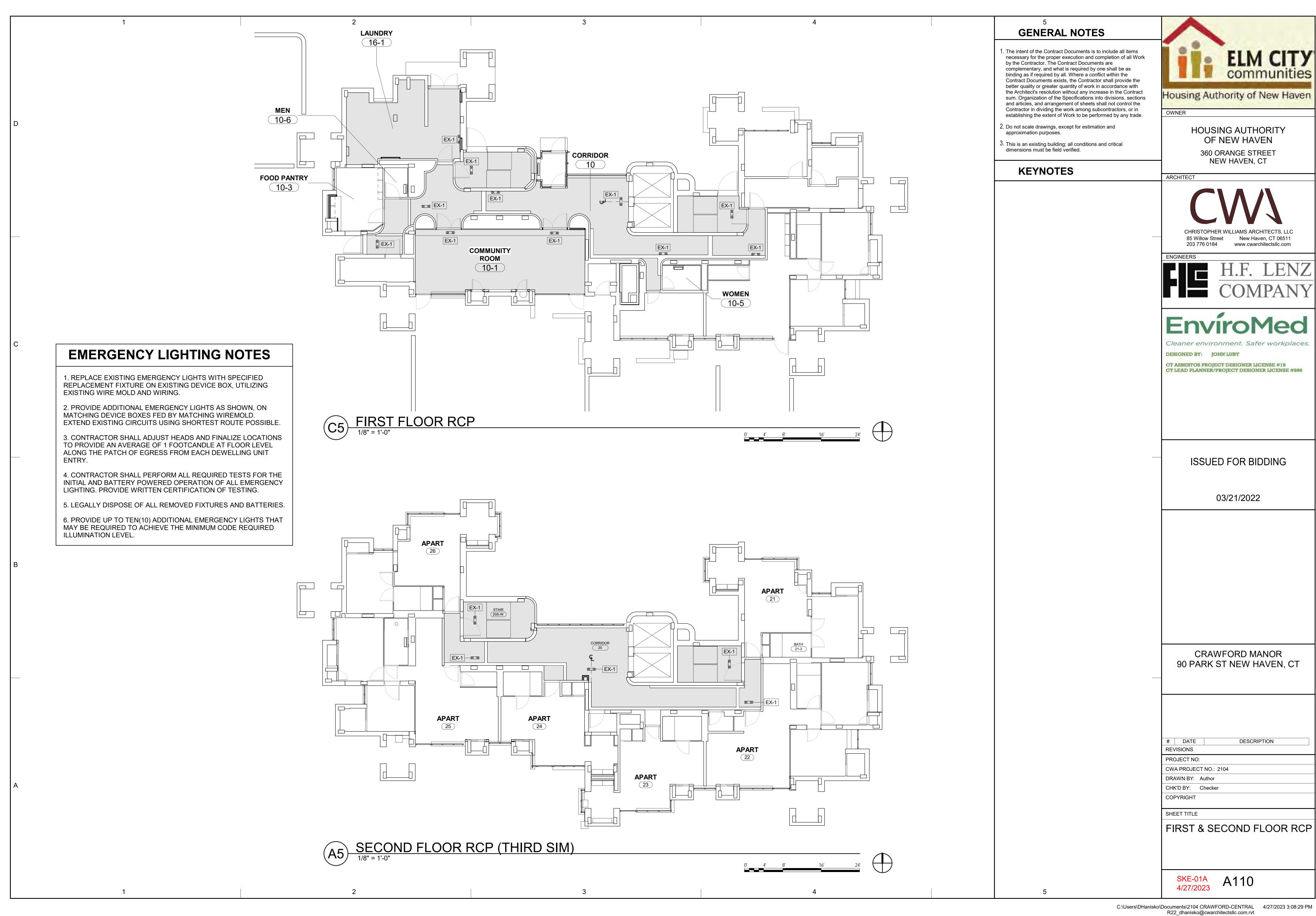
WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. We request Board of Commissioners authorization to execute Change Order #13 in the amount not to exceed \$28,000 for replacement of emergency lighting throughout the building bringing the adjusted contract value from \$3,992,269.38 to \$4,010,269.38.

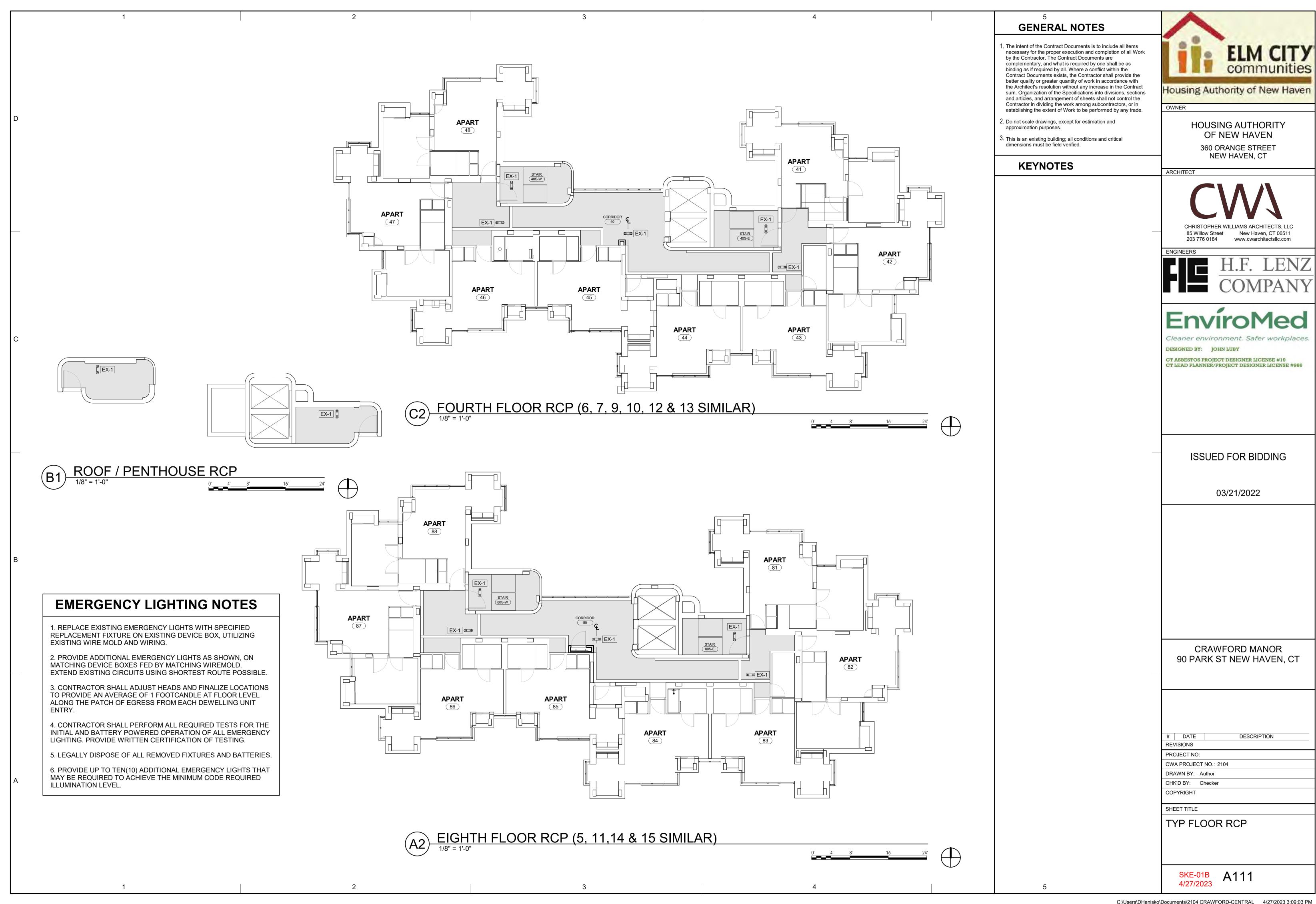
# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) Change Order #13 to contract #PM-22-C-593 with A. Prete Construction Company, Inc. in the amount not to exceed \$18,000 for replacement of emergency lighting throughout the building as directed by the City Fire Marshal bringing the adjusted contract value from \$3,992,269.38 to \$4,010,269.38 is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP	
GENERAL COUNSEL	
By:	
_ Rolan Joni Young, Esq.	
A Partner	





**GENERAL NOTES** . The intent of the Contract Documents is to include all items **EMERGENCY LIGHTING NOTES** necessary for the proper execution and completion of all Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Where a conflict within the 1. REPLACE EXISTING EMERGENCY LIGHTS WITH SPECIFIED BASEMENT LUMINAIRE SCHEDULE Contract Documents exists, the Contractor shall provide the REPLACEMENT FIXTURE ON EXISTING DEVICE BOX, UTILIZING better quality or greater quantity of work in accordance with the Architect's resolution without any increase in the Contract TYPICAL MOUNTING HEIGHT OF 9'-6" AFF EXISTING WIRE MOLD AND WIRING. Housing Authority of New Haven sum. Organization of the Specifications into divisions, sections TYPE QTY. **SPECIFICATION** DESCRIPTION WATTS and articles, and arrangement of sheets shall not control the 2. PROVIDE ADDITIONAL EMERGENCY LIGHTS AS SHOWN, ON Contractor in dividing the work among subcontractors, or in OWNER 4' LBX 2-2LP 1.0 4000K DAY BRITE LED. LUMINAIRE MATCHING DEVICE BOXES FED BY MATCHING WIREMOLD. 0.85 establishing the extent of Work to be performed by any trade. **BOARDS 75W DRIVER** LBX55L840-UNV-FD OUTPUT = 5221 LUMENS EXTEND EXISTING CIRCUITS USING SHORTEST ROUTE POSSIBLE. 4.7K RESISTOR FLAT 2. Do not scale drawings, except for estimation and HOUSING AUTHORITY DIFFUSE LENS approximation purposes. 3. CONTRACTOR SHALL ADJUST HEADS AND FINALIZE LOCATIONS OF NEW HAVEN DAY BRITE 8' LBX 2-2LP 1.0 4000K LED. LUMINAIRE 3. This is an existing building; all conditions and critical dimensions must be field verified. TO PROVIDE AN AVERAGE OF 1 FOOTCANDLE AT FLOOR LEVEL LBX110L840-UNV-FD BOARDS 75W DRIVER OUTPUT = 5221 LUMENS 360 ORANGE STREET ALONG THE PATCH OF EGRESS FROM EACH DEWELLING UNIT 4.7K RESISTOR FLAT NEW HAVEN, CT ENTRY. DIFFUSE LENS **KEYNOTES** 4. CONTRACTOR SHALL PERFORM ALL REQUIRED TESTS FOR THE ARCHITECT INITIAL AND BATTERY POWERED OPERATION OF ALL EMERGENCY LIGHTING. PROVIDE WRITTEN CERTIFICATION OF TESTING. 5. LEGALLY DISPOSE OF ALL REMOVED FIXTURES AND BATTERIES. 6. PROVIDE UP TO TEN(10) ADDITIONAL EMERGENCY LIGHTS THAT MAY BE REQUIRED TO ACHIEVE THE MINIMUM CODE REQUIRED ILLUMINATION LEVEL. 85 Willow Street New Haven, CT 06511 203 776 0184 www.cwarchitectsllc.com DESIGNED BY: JOHN LUBY CT ASBESTOS PROJECT DESIGNER LICENSE #19 CT LEAD PLANNER/PROJECT DESIGNER LICENSE #986 EX-1 ISSUED FOR BIDDING EX-1 03/21/2022 **BOILER PAD WATER HEATER PAD** CRAWFORD MANOR 90 PARK ST NEW HAVEN, CT ELECTRICAL VAULT B005 # DATE DESCRIPTION REVISIONS PROJECT NO: CWA PROJECT NO.: 2104 DRAWN BY: Author CHK'D BY: Checker COPYRIGHT SHEET TITLE **BASEMENT RCP** PARTIAL BASEMENT RCP SKE-01C 4/27/2023



### Construction Change Directive

PROJECT: (name and address)
Crawford Fire Alarm, Life, Health &
Safety Upgrades
90 Park Street

OWNER: (name and address)
Housing Authority of New Haven
360 Orange Street
New Haven, CT 06511

New Haven, CT 06511

CONTRACT INFORMATION: Contract For: General Construction

Date: June 01, 2022

ARCHITECT: (name and address)
Christopher Williams Architects LLC
85 Willow Street
New Haven CT 06511

CCD INFORMATION: Directive Number: 003

Date: April 27, 2023

CONTRACTOR: (name and address)
A. Prete Construction Co., Inc.
156 Fulton Terrace
New Haven, CT 06512

The Contractor is hereby directed to make the following change(s) in this Contract: (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Provide the replacement of the Emergency Lighting throughout the building per direction of the Fire Marshal. See the attached SKE-01A, SKE-01B and SKE-01C. Include the replacement of fifteen (15) ADDITIONAL EMERGENCY LIGHTS THAT MAY BE REQUIRED TO ACHIEVE THE MINIMUM CODE REQUIRED ILLUMINATION LEVEL. THE 15 ADDITIONAL LIGHTS SHALL BE IN NEW LOCATIONS& SHALL BE WITHIN APPROXIMATELY 10 FEET OF A LIGHTING CIRCUIT. BASEMENT EMERGENCY LIGHTING IS INCLUDED IN THIS DIRECTIVE. BASEMENT LIGHTING IS EXCLUDED AND WILL BE REPLACED BY THE OWNER.

#### PROPOSED ADJUSTMENTS

1.	The	The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:  Lump Sum decrease of \$0.00						
	-	Unit Price of \$	per					
	-		elow, plus the following fee:					

As follows: Not to Exceed: \$32,500 Less \$14,500 billed against the contract allowance of \$20,000.00 for AHJ changes. Total proposed change = \$18,000.00. Subject to final review and acceptance of back-up as required by HANH agreement.

The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Christopher Williams Architects LLC

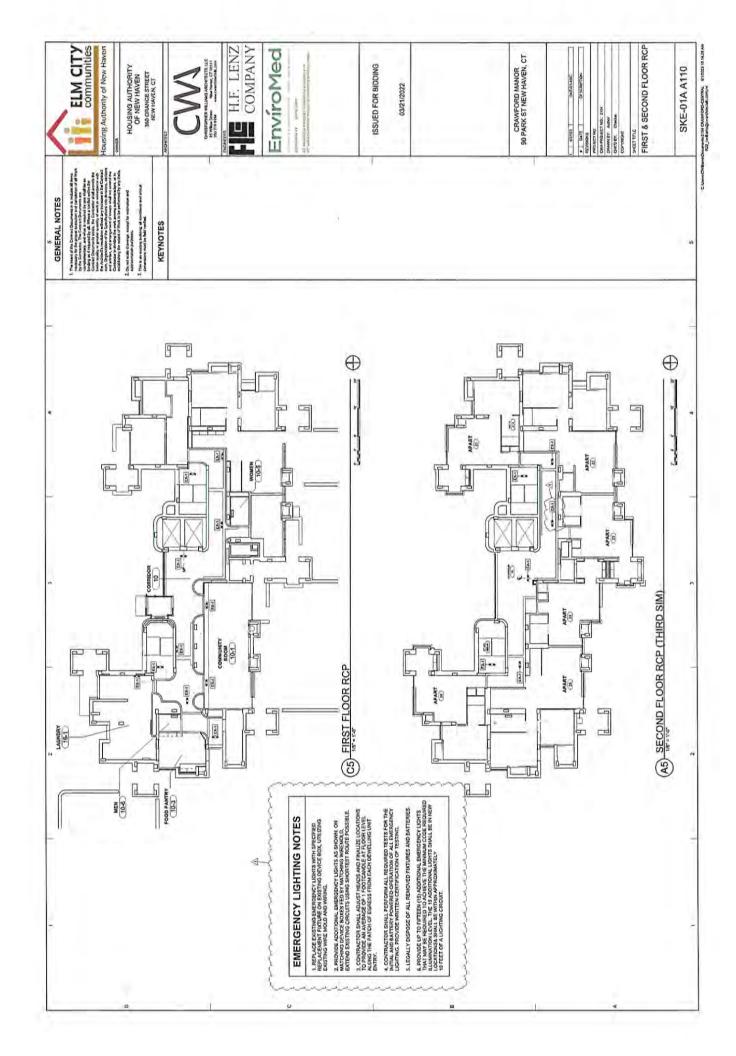
**User Notes:** 

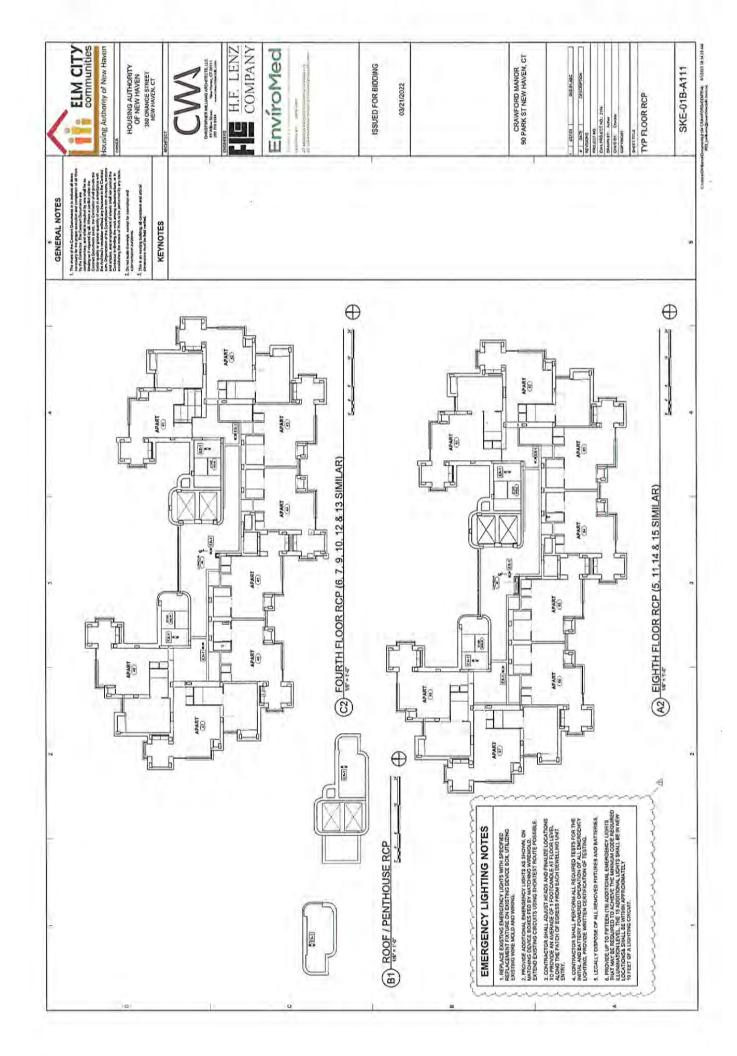
Housing Authority of New Haven OWNER (Firm name) Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

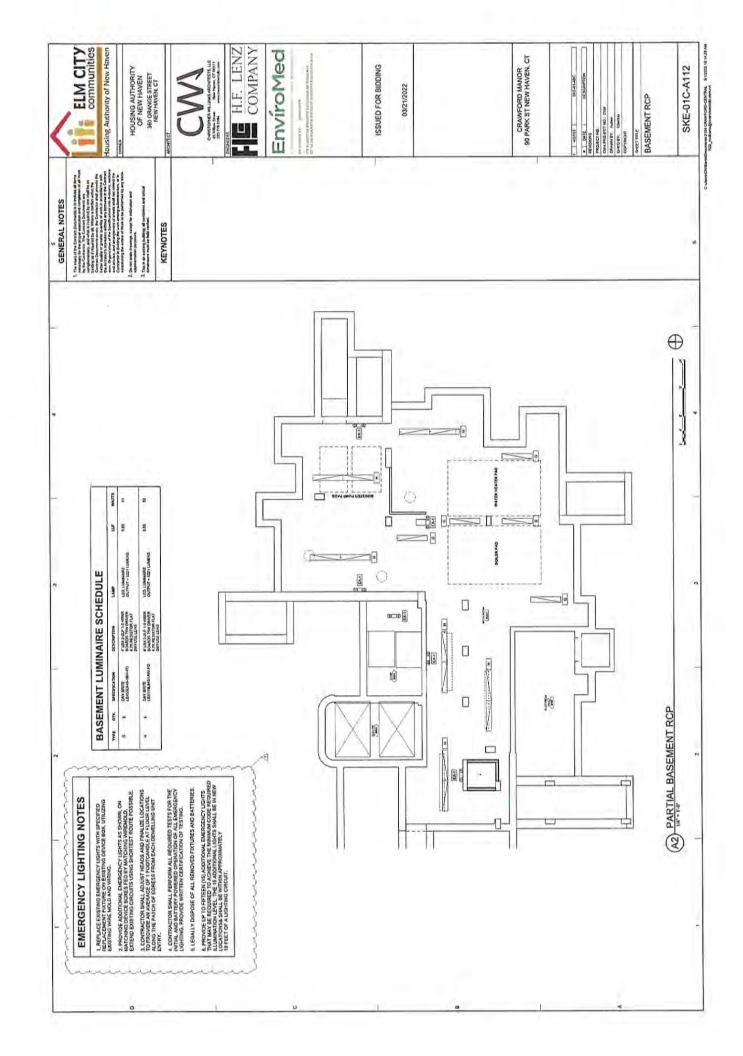
A. Prete Construction Co., Inc. CONTRACTOR (Firm name)

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "Ala," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:05:15 ET on 05/03/2023 under Order No.4104236323 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

(3B9ADA38)









DATE

# NEW HAVEN HOUSING AUTHORITY CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Crawford Manor** CCA #016R ADDRESS: 90 Park Street DATE: 3/9/23- Revised 5/5/23 **ARCHITECT CWA** OWNER: **Elm City Communities** In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below: Please proceed with the following work: **DESCRIPTION OF THE WORK: Trade Contractor Description of Scope of Work** Amount **ESG** L&M Remove and Replace Emergency Light \$19,699.79 Wall Packs Per Fire Marshall- No other work associated -89 units ESG OHP 8% \$1,575.98 **ESG** 15 Additional Units - wiring and wire mold \$7,918.35 ESG OHP 8% \$633.47 APC OH&P L&M Only \$2,209.45 Total: \$32,037.04 The following information is being provided by: Method of determining value of change in contract: Lump Sum: Unit price: Eligible: Time and Material: Other: Ineligible: Change in Contract Sum: \$ 32,037.04 Amount: Note: Any costs included in this CCA are subject to Accounting Review. Change in Contract Time: ARCHITECT: CONSTRUCTION MANAGER: HANH MANAGER: A. Prete Construction Co., Inc. Christopher Williams Architects New Haven Housing

Authority

DATE

### Elm City Communities/ Housing Authority New Haven/ Glendower Group

360 Orange Street New Haven, CT 06511

Contract No	١,
Project No.	

Change Request No.

16

#### CONTRACTOR'S CHANGE ORDER PROPOSAL

Contractor Name:	A. Prete Construction			-		Date:	05/05/23	•
Address:	156 Fulton Terrace			=				
	New Haven CT 06512			<del>.</del>		Allowance		
Telephone No.:	203-469-1396			_		Change Order	1	6
SECTION A	CONTRACTOR WORK						НДИН ФІ	EVISIONS
SECTION A						***	nann Ki	LAISIONS
	Total Contractor Labor (from Labor Worksheet     Total Contractor Metorial (from Metorial Worksheet)					\$0.00		<u> </u>
	Total Contractor Material (from Material Works     Total Contractor Equipment (from Equipment)		`			\$0.00		ļ
	Total Contractor Equipment (from Equipment 8     SUBTOTAL (total lines of the rough 2)	=xpense Proposal	)			\$0.00		<u> </u>
	4 SUBTOTAL (total lines 1 through 3)					\$0.00		
	5 Premium Portion of Overtime (from Labor Wor	•				\$0.00	<b></b>	
	6 Contractor's Markup Combined Overhead and		)			\$0.00	<u> </u>	
	7 CONTRACTOR TOTAL (Total lines 4, 5 and	6)				\$0.00		
SECTION B	SUBCONTRACTOR WORK	(	From Subc	ontractor's Pro	posal - Use a	separate form for each Su	b)	
	9. Names of Subcontractors:		Base Cost	Only (Line D3)		up to 8% Markup (Line D4)		
	A. ESG			\$19,699.79		\$1,575.98		
	B. ESG			\$7,918.35		\$633.47		
	c							
	D				,			
	E	····					L	
	10. TOTAL SUBCONTRACTORS' PROPOSALS			\$27,618.14		\$2,209.45		
	11. CM's/G Contractor's Markup on Subs' Cost (po	er Contract):			-			
	11a. Overhead 2%					\$552.36		
	11b. Profit 6%					\$1,657.09		
	11c.					\$0.00		
	12. Subcontractors' Premium Portion of approved	Overtime				\$0.00		
	13. SUBCONTRACTOR TOTAL							
1							l	
			<del></del>					
SECTION C	TOTAL CONTRACTED UNIT PRICE COSTS	(from Unit Price	Workshee	rt)	14.			
SECTION C		(from Unit Price	Workshee	rt)	14.	Round Totals t	o Nearest Dol	lar
		(from Unit Price	Workshee	(Total lines 7,	<del></del>	Round Totals t \$32,037.04	o Nearest Dol	lar
	CONTRACTOR'S REQUESTED TOTAL	(from Unit Price	Workshee	*	<del></del>		o Nearest Dol	lar
	CONTRACTOR'S REQUESTED TOTAL		<b>Workshee</b> Date	*	<del></del>		o Nearest Dol	lar
	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  THE STATE OF THE S			*	,13, and 14.)	\$32,037.04		lar
	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative			*	,13, and 14.)			lar
	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  VICE Profile Confractor's Authorized Representative  Print Name			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar -
	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative			*	,13, and 14.) Print name of	\$32,037.04		lar -
	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar -
SECTION D	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar -
SECTION D	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW el labor hours, material quantities and equipment and no exceptions are taken to the Proposal.			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar -
SECTION D	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar -
SECTION D	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW el labor hours, material quantities and equipment and no exceptions are taken to the Proposal.			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar
SECTION D	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW el labor hours, material quantities and equipment and no exceptions are taken to the Proposal.			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar -
SECTION D	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW el labor hours, material quantities and equipment and no exceptions are taken to the Proposal.			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW el labor hours, material quantities and equipment and no exceptions are taken to the Proposal.			*	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Contractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  e labor hours, material quantities and equipment and no exceptions are taken to the Proposal. see comments noted on proposal or below:			(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Contractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  e labor hours, material quantities and equipment and no exceptions are taken to the Proposal. see comments noted on proposal or below:			(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Conflactor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW Print Same and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager			(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager  Construction Officer			(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager  Construction Officer  ayment Lines Affected		Date	(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)  Phone No.		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager  Construction Officer			(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)  Phone No.		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager  Construction Officer  ayment Lines Affected		Date	(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)  Phone No.		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager  Construction Officer  ayment Lines Affected		Date	(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)  Phone No.		lar
SECTION D  SECTION E: I have reviewed the	CONTRACTOR'S REQUESTED TOTAL  15. AMOUNT REQUESTED  Signature of Confractor's Authorized Representative  Print Name  Print Title  CONSTRUCTION MANAGER'S/A/E REVIEW  Plabor hours, material quantities and equipment and no exceptions are taken to the Proposal.  see comments noted on proposal or below:  Construction Manager/A/E  Project Manager  Construction Officer  ayment Lines Affected		Date	(Yotal lines 7,	,13, and 14.) Print name of	\$32,037.04  Contact Person (if different)  different from above)  Phone No.		lar



**Electrical Services Group LLC** 

37 Townsend Avenue New Haven, CT 06512 Telephone: 203-745-0323 Fax: 203-466-1045 Contact: Edward Napolitan

Contact: Edward Napolitano E-mail: edn@esg-ct.com

Client Address:

A. Prete Construction Co. Inc

Contact: John Prete 156 Fulton Terrace New Haven, CT 06512

Work Description

#### **INSTALLATION OF:**

Remove and Replace existing Emergency Light Wall Pack with new. 90 minute backup power 89 Units

#### Itemized Breakdown

Summary

**Final Amount** 

Description	Qty	Total Mat.	Total Hrs.
EM WALL PACK 2 HEAD SURF	89	8,655.25	89.00
DEMO EMERGENCY FIXTURE	89	0.00	35.60
Totals	178	8,655.25	124.60

General Materials		8,655.25
Material Total FOREMAN	(124.60 Hrs @ \$88.64)	8,655.25 11,044.54
Subtotal Markup	(@ 8.000 %)	19,699.79 1,575.98
Subtotal		21,275.77 ~

#### **CONTRACTOR CERTIFICATION**

CCN # Date:

**Project Name:** 

5/5/2023

Crawford Manor Crawford Manor

\$21,275.77

Project Number: 0
Page Number: 1

1

CCN#

2

Date:

5/5/2023

Project Name: Project Number: Crawford Manor Crawford Manor

Page Number:

### **Electrical Services Group LLC**

37 Townsend Avenue New Haven, CT 06512

Client Address:

#### A. Prete Construction Co. Inc

Contact: John Prete 156 Fulton Terrace New Haven, CT 06512

Name:	
Date:	
Signature:	
	I hereby certify that this quotation is complete and accurate based on the information provided.
CLIENT ACC	EPTANCE
CCN # Final Amou	7 nt: \$21,275.77
Name:	
Date:	
Signature:	
Change Ord	der #:    I hereby accept this quotation and authorize the contractor to complete the above described work.
	Thereby accept this quotation and authorize the contractor to complete the above described work.



**Electrical Services Group LLC** 

37 Townsend Avenue New Haven, CT 06512 Telephone: 203-745-0323 Fax: 203-466-1045

Contact: Edward Napolitano E-mail: edn@esg-ct.com

Client Address:

A. Prete Construction Co. Inc

Contact: John Prete 156 Fulton Terrace New Haven, CT 06512 CCN#

Date: Project Name:

Crawford Manor Crawford Manor

5/5/2023

**Project Number:** Page Number:

**Work Description** 

**INSTALLATION OF:** 

Provide (15) Additional EM Fixtures on ceiling in Wiremold.

#### Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
#12 THHN	495	240.82	3.81
#12 THHN GREEN	255	124.06	1.96
B1-1 YELLOW WIRE CONN	90	16.40	6.75
V700 ONE-PIECE RACEWAY	225	641.25	13.50
V704 STRAP 1 OR 2 HOLE	60	58.80	1.80
V7** DEG FITTING	15	56.25	4.20
WIREMOLD 700 DEVICE BOX	15	168.00	5.10
# 8-10x 7/8" ANCHOR (3/16)	105	9.45	9.45
#8 x 1/2" F/H SELF-TAP SCREW	105	32.55	3.15
EM BATTERY PACK 2 HEAD SURF	15	834.00	15.00
Totals	1,380	2,181.57	64.72

Summary

General Materials

2,181.57

**Material Total** 

**FOREMAN** 

(64.72 Hrs @ \$88.64)

2,181.57 5,736.78

Subtotal

Markup

(@ 8.000 %)

7,918.35 633.47

Subtotal

8,551.82

**Final Amount** 

\$8,551.82

**ORIGINAL** 

CCN#

8

Date:

5/5/2023

Project Name: Project Number: Crawford Manor Crawford Manor

Page Number:

2

**Electrical Services Group LLC** 

37 Townsend Avenue New Haven, CT 06512

Client Address:

#### A. Prete Construction Co. Inc

Contact: John Prete 156 Fulton Terrace New Haven, CT 06512

CONTRACTOR CE	RTIFICATION
Name	
Name:	
Date:	
Signatura	
Signature:	certify that this quotation is complete and accurate based on the information provided.
SUENT ACCEDIA	NOT
LIENT ACCEPTA	
CCN#	8
Final Amount:	\$8,551.82
Name:	
Date:	
Signature:	
0.9	
Change Order #	Thereby accept this quotation and authorize the contractor to complete the above described work.
	Thereby accept this quotation and authorize the contractor to complete the above described work.



### Construction Change Directive

PROJECT: (name and address) Crawford Fire Alarm, Life, Health & Safety Upgrades 90 Park Street

New Haven, CT 06511

New Haven, CT 06511

OWNER: (name and address) Housing Authority of New Haven 360 Orange Street

**CONTRACT INFORMATION:** Contract For: General Construction

Date: June 01, 2022

ARCHITECT: (name and address) Christopher Williams Architects LLC 85 Willow Street

New Haven CT 06511

CCD INFORMATION: Directive Number: 003

Date: April 27, 2023

**CONTRACTOR**: (name and address) A. Prete Construction Co., Inc. 156 Fulton Terrace New Haven, CT 06512

The Contractor is hereby directed to make the following change(s) in this Contract: (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

Provide the replacement of the Emergency Lighting throughout the building per direction of the Fire Marshal. See the attached SKE-01A, SKE-01B and SKE-01C. Include the replacement of fifteen (15) ADDITIONAL EMERGENCY LIGHTS THAT MAY BE REQUIRED TO ACHIEVE THE MINIMUM CODE REQUIRED ILLUMINATION LEVEL. THE 15 ADDITIONAL LIGHTS SHALL BE IN NEW LOCATIONS& SHALL BE WITHIN APPROXIMATELY 10 FEET OF A LIGHTING CIRCUIT. BASEMENT EMERGENCY LIGHTING IS INCLUDED IN THIS DIRECTIVE. BASEMENT LIGHTING IS EXCLUDED AND WILL BE REPLACED BY THE OWNER.

#### **PROPOSED ADJUSTMENTS**

1.	The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
	Lump Sum decrease of \$0.00

Unit Price of \$

Christopher William's Architects LLC

ARCHITECT (Fifm haghe)

Cost, as defined below, plus the following fee: (Insert a definition of, or method for determining, cost)

As follows: Not to Exceed: \$32,500 Less \$14,500 billed against the contract allowance of \$20,000.00 for AHJ changes. Total proposed change = \$18,000.00. Subject to final review and acceptance of back-up as required by HANH agreement.

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

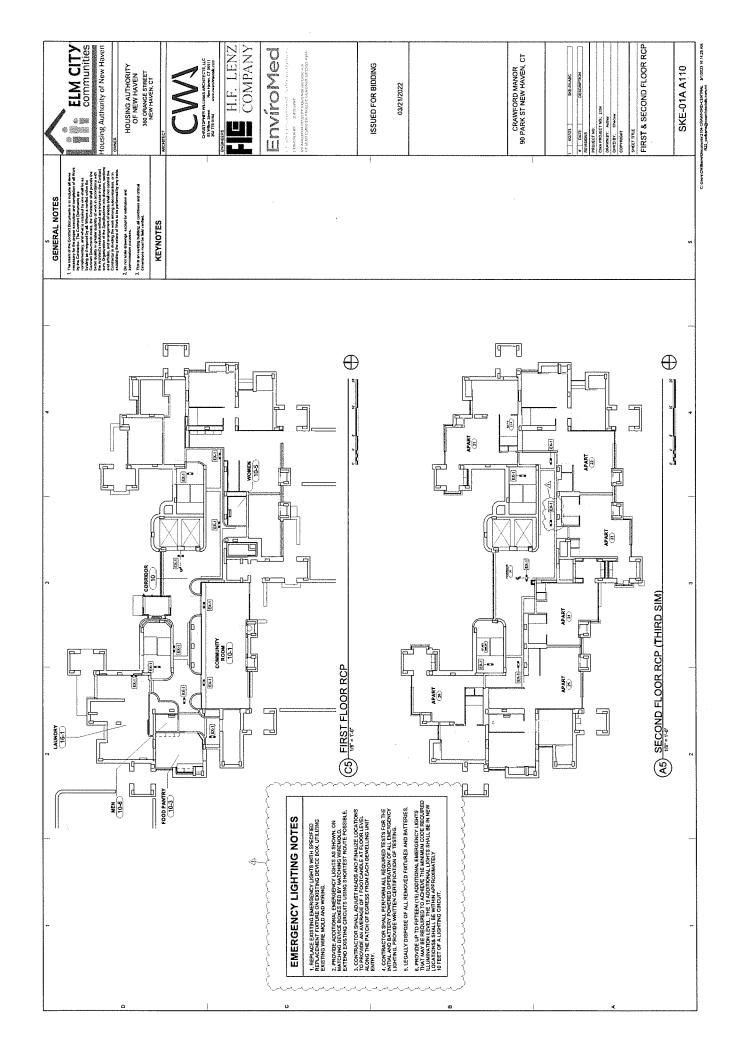
When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

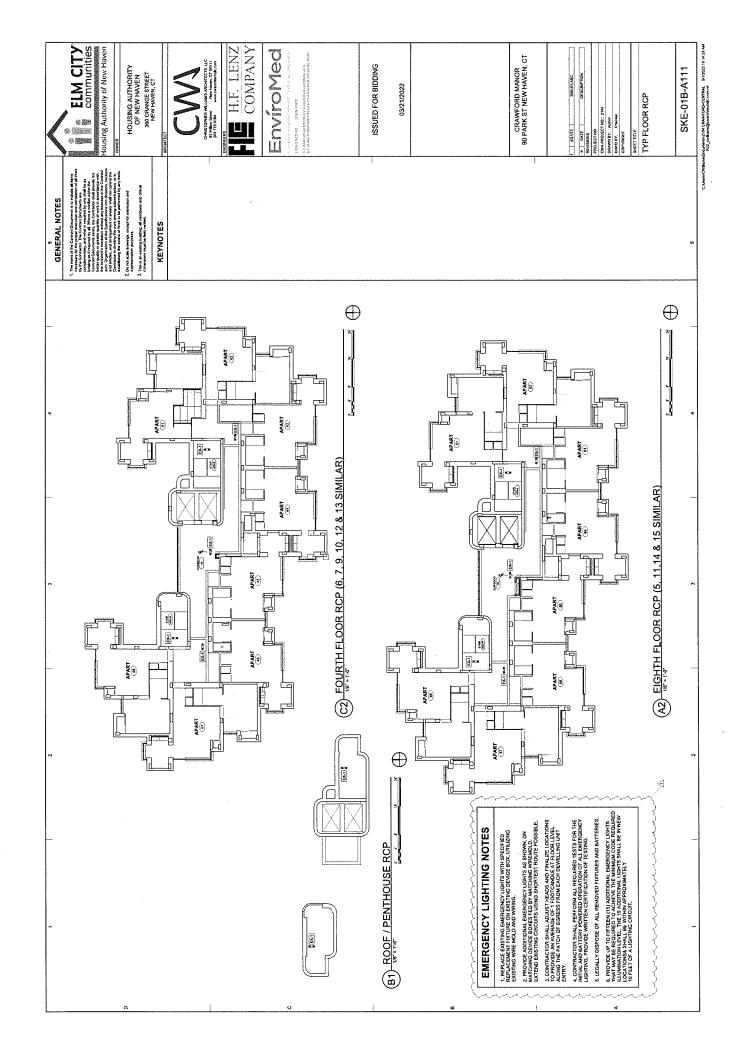
> Housing Authority of New Haven **OWNER** (Firm name)

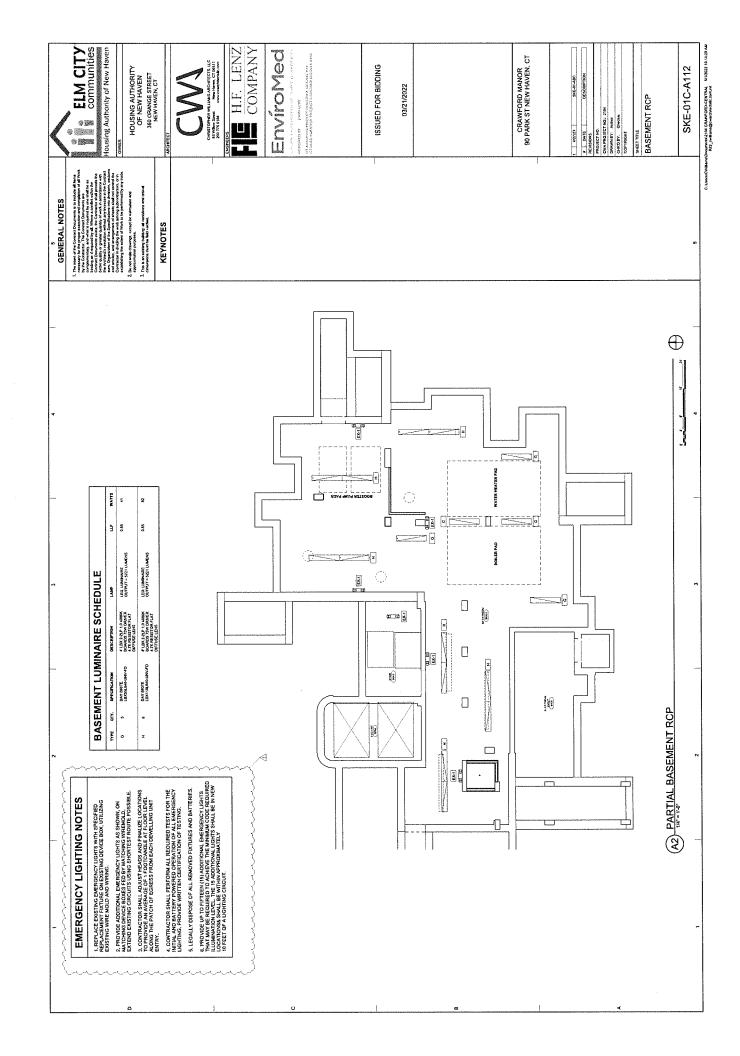
Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

A. Prete/Construction Co., Inc. CONTRACTOR (Firm name)

AIA Document G714 – 2017. Copyright © 2001, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "American Institute of Architects," "All Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:05:15 ET on 05/03/2023 under Order No.4104236323 which expires on 09/17/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com. (3B9ADA38)







#### **MEMORANDUM**

TO: Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution Authorizing Contract Award to Advance Security Integration, LLC dba Security 101

for Comprehensive Security Camera Upgrades at George Crawford Manor in an Amount Not to

Exceed \$272,586.92

ACTION: Recommend that the Board of Commissioners adopt Resolution # 05-32/23-R

TIMING: Immediately

DISCUSSION: ECC/HANH identified a need to upgrade and extend the coverage of security cameras at the

George Crawford Manor development located at 90 Park Street, New Haven.

ECC identified Security 101 from Connecticut State Department of Administrative Services Contract #17PSX0002 and Security 101's familiarity with EXACQ Vision which is

ECC/HANH's security camera monitoring platform.

ECC/HANH staff met with Security 101 staff at 90 Park Street to review the current camera coverage at George Crawford Manor. The review confirmed the extensive missing camera coverage areas and a draft plan to supplement the missing cameras was issued by Security 101. Subsequent revisions and reviews of Security 101's camera and design proposals by stake holders

updated the proposed camera layout and cost.

ECC/HANH is recommending contract award to Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$272,586.92 for Comprehensive Security Camera Upgrades at George Crawford Manor for a period not to exceed 6 months from the date of Notice to Proceed.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

ECC/HANH requests Board of Commissioners authorization to execute a contract with Advance Security Integration, LLC dba Security 101 for Comprehensive Security Camera Upgrades at George Crawford in an amount not to exceed \$272,586.92.

FISCAL IMPACT: \$272,586.92

SOURCE OF FUNDS: \$135,765.48 HUD 2022 Emergency Safety & Security Grant; \$136,821.44 CFP 2023

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization

# **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### **Resolution # 05-32/23-R**

# RESOLUTION AUTHORIZING CONTRACT AWARD TO ADVANCE SECURITY INTEGRATION. LLC DBA SECURITY 101 FOR COMPREHENSIVE SECURITY CAMERA UPGRADES AT GEORGE CRAWFORD MANOR IN AN AMOUNT NOT TO EXCEED \$272,586.92

WHEREAS, ECC/HANH identified a need to upgrade and extend the coverage of security cameras at the George Crawford Manor development located at 90 Park Street, New Haven; and

WHEREAS, ECC identified Security 101 from Connecticut State Department of Administrative Services Contract #17PSX0002 and Security 101's familiarity with EXACQ Vision which is ECC/HANH's security camera monitoring platform; and

WHEREAS, ECC/HANH staff met with Security 101 staff at 90 Park Street to review the current camera coverage at George Crawford Manor. The review confirmed the extensive missing camera coverage areas and a draft plan to supplement the missing cameras was issued by Security 101. Subsequent revisions and reviews of Security 101's camera and design proposals by stake holders updated the proposed camera layout and cost; and

WHEREAS, ECC/HANH is recommending contract award to Advance Security Integration, LLC dba Security 101 in the amount of \$272,586.92 for Comprehensive Security Camera Upgrades at George Crawford Manor for a period not to exceed 6 months from the date of Notice to Proceed; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution; and

WHEREAS, ECC/HANH requests Board of Commissioners authorization to execute a contract with Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$272,586.92.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The award of a contract to Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$272,586.92 for Comprehensive Security Camera Upgrades at George Crawford Manor for a period not to exceed 6 months from the date of Notice to Proceed.is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President	
REVIEWED: MCCARTER & ENGLISH, LLP	Date	
GENERAL COUNSEL  By:		
Rolan Joni Young, Esq. A Partner		

# **George Crawford Manor (HANH)**

**Project Location** 

#### **George Crawford Manor (HANH)**

90 Park Street New Haven, CT 06511

### **Security Camera Upgrade (PW)**

Proposal No.: 197812.0 Friday, April 21, 2023

Prepared For **Hannah Sokal-Holmes**VP of Planning and Modernization



Security 101 - Connecticut Advance Security Integration LLC. 158 North Main Street Southington, CT 06489

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm: 34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Connecticut Advance Security Integration LLC. 158 North Main Street Phone: 800-991-4170

Fax: 800-991-4172

Website: www.Security101.com

Friday, April 21, 2023

Hannah Sokal-Holmes George Crawford Manor (HANH) 90 Park Street New Haven, CT 06511

Re: Security Camera Upgrade (PW)

Dear Hannah Sokal-Holmes:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Fran DellaFera Operations fdellafera@security101.com Cell Phone: 860-680-7858



### **General System Description**

Proposal #197812.0 Security Camera Upgrade (PW)

Proposal is based on agreed terms and conditions as specified in State of CT contract 17PSX0002. https://biznet.ct.gov/SCP\_Search/Default.aspxAccLast=2

\*All rates are per State of CT contract 17PSX0002 dated December 1, 2017 - December 31, 2023.

This proposal contains Security 101 proprietary information and will not be shared with any outside entity. This is a confidential, proposal between Security 101, Southington CT and HANH / The Glendower Group /

#### Overview

It is the intent of this proposal to provide a design build proposal for HANH / The Glendower Group / located at George Crawford Manor, 90 park Street New Haven, CT.

Specifically, this is intended to address the installation and upgrade of the existing Analog CCTV security equipment to a new NVR and IP based camera solution.

Our scope of work represents a solution that includes installation of new cable, reuse of cable (if required), conduit & core any necessary infrastructure to support the aforementioned security CCTV upgrade requirements and is intended to be to executed to suit the needs and requirements of the customer.

Security101 is offering Exacqvision Video integration as per the previous quoted and standardization goals as previously agreed.

This proposal takes into consideration a phased approach with some of the work performed in a pre-construction / site preparation phase, maintaining building schedules, timelines and HANH / The Glendower Group.

The project will be completed using the Security101 installers and other trades as it deems appropriate to support the installation.

Security101 will provide general contractor coordination, all planning, equipment, camera licenses, submittals, system layout, programming, testing and Factory Level Training to HANH / The Glendower Group End User staff and their designated system users.

Security101 will provide onsite pre-inspection services and representation to the HANH / The Glendower Group on matters concerning electronic security obligations to include final inspection

General Scope

Security101 to:

Replace Head End Mgmt office headend/closet equipment, install new rack. Establish communication protocols in building. Install / replace cameras as detailed on provided camera site designer print.

Exact camera placement to be determined in field and may require some position relocations due to conditions.

Security 101 to provide 60 days of retention based on 10FPS at 24 hours per day.

Please reference camera layout site plan for proposed camera locations.

Proposal does include a wall mount monitor and rack in mgmt office.

Proposal includes City of New Haven permit.

Proposal includes coring in required floor locations. Pre Xray reports included in proposal prior to coring floor.





Proposal #197812.0 Security Camera Upgrade (PW)

# **Video System**

### **Head Ends**

### **Exacqvision**

NVR	1	ASSURANCE 12 BAY 2RU 160TB, SE (Seneca Data)
Network Switch	4	MINI GBIC SINGLEMODE,LX(10KM) MODULE (TRENDnet)
Network Switch	2	24PRT/GIG/POE+/370WATTS/SWTCH (TRENDnet)
UPS	1	1500VA RACK TOWER UPS 120V 15A SINE WAVE OUTPUT (W BOX TECH)
Rack Unit	1	SMARTRACK 12U RACK ENCL. CAB (TRIPP LITE)
Rack Unit	1	RCKMT SURGE 120V/3600 JOULES (W BOX TECH)
Monitor Mount	1	Video Mount Products Articulating Wall Mount for 32"-52" LCD Monitors (VIDEO MOUNT PRODUCTS)
TV Monitor	1	43" FHD 1920X1080 LED MONITOR ((miscellaneous ADI MFG))
Accessories	4	CAT6 PATCH PANEL 24 PORT (W BOX TECH)
Accessories	10	3FT CAT 6 PATCH CABLE GREY-6PK (W BOX TECH)

### **Communication Protocols**

#### **IDF 6th floor**

Rack Mount	1	SRW6U (SmartRack 6U Wall-Mount Standard-Depth Rack Enclosure Cabinet, Black) (TRIPP LITE)
Fiber Rack	1	1RU fiber distribution panel that can accept up to 3 SSF $^{\text{TM}}$ Adapter Plates. (Cleerline Fiber)
Fiber Accessories	2	SSF™ 6 Fiber Buffer Tube/Ribbon Fan-Out Kit 25" Tubing (Cleerline Fiber)
Network Switch	1	24PRT/GIG/POE+/370WATTS/SWTCH (TRENDnet)
Fiber Accessories	1	SSF™ LC SM UPC, OS2 9/125um; 250um, 900um, 2mm, 3mm Connector (Cleerline Fiber)



Proposal #197812.0 Security Camera Upgrade (PW)

Fiber Rack	1	12 port single mode LC adapter plate (Cleerline Fiber)
Fiber Rack	2	Fiber Blank Plates (Cleerline Fiber)
Fiber Accessories	1	SSF™ FKIT02E Basic Fiber Termination Kit (Cleerline Fiber)
Fiber Accessories	2	CLEERLINE SSF™ OS2 LC/UPC-LC/UPC PATCH CABLE 3.0MM RISER 1M [3DOS2LCLC01M-UPC] (Cleerline Fiber)
Network Sw Accessory	2	MINI GBIC SINGLEMODE,LX(10KM) MODULE (TRENDnet)

#### **IDF 11th floor**

Fiber Accessories	1	SSF™ LC SM UPC, OS2 9/125um; 250um, 900um, 2mm, 3mm Connector (Cleerline Fiber)
Fiber Accessories	2	SSF™ 6 Fiber Buffer Tube/Ribbon Fan-Out Kit 25" Tubing (Cleerline Fiber)
Fiber Rack	1	1RU fiber distribution panel that can accept up to 3 SSF™ Adapter Plates. (Cleerline Fiber)
Fiber Rack	1	12 port single mode LC adapter plate (Cleerline Fiber)
Fiber Accessories	2	CLEERLINE SSF™ OS2 LC/UPC-LC/UPC PATCH CABLE 3.0MM RISER 1M [3DOS2LCLC01M-UPC] (Cleerline Fiber)
Rack Mount	1	SRW6U (SmartRack 6U Wall-Mount Standard-Depth Rack Enclosure Cabinet, Black) (TRIPP LITE)
Network Switch	1	24PRT/GIG/POE+/370WATTS/SWTCH (TRENDnet)
Fiber Rack	2	Fiber Blank Plates (Cleerline Fiber)
Network Sw Accessory	2	MINI GBIC SINGLEMODE,LX(10KM) MODULE (TRENDnet)

#### **IDF 14th floor**

Fiber Accessories	1	SSF™ LC SM UPC, OS2 9/125um; 250um, 900um, 2mm, 3mm Connector (Cleerline Fiber)
Fiber Accessories	2	SSF™ 6 Fiber Buffer Tube/Ribbon Fan-Out Kit 25" Tubing (Cleerline Fiber)
Fiber Rack	1	1RU fiber distribution panel that can accept up to 3 SSF $^{\text{TM}}$ Adapter Plates. (Cleerline Fiber)
Fiber Rack	1	12 port single mode LC adapter plate (Cleerline Fiber)
Fiber Accessories	2	CLEERLINE SSF™ OS2 LC/UPC-LC/UPC PATCH CABLE 3.0MM RISER 1M [3DOS2LCLC01M-UPC] (Cleerline Fiber)



Proposal #197812.0 Security Camera Upgrade (PW)

Rack Mount	1	SRW6U (SmartRack 6U Wall-Mount Standard-Depth Rack Enclosure Cabinet, Black) (TRIPP LITE)
Network Switch	1	24PRT/GIG/POE+/370WATTS/SWTCH (TRENDnet)
Fiber Rack	2	Fiber Blank Plates (Cleerline Fiber)
Network Sw Accessory	2	MINI GBIC SINGLEMODE,LX(10KM) MODULE (TRENDnet)

### **IP Cameras**

### **NW Parking Area**

IP Exterior	1	P3719-PLE-15 MP CAMERA (AXIS COMMUNICATIONS INC)
IP Camera License	4	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	T91A64 CORNER BRACKET FOR AXIS Q6032 (AXIS COMMUNICATIONS INC)
Mount #1	1	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White (AXIS COMMUNICATIONS INC)
Mount #1	1	T94N01D PNDNT KT (AXIS COMMUNICATIONS INC)
Other	1	Extra Labor: Extra Labor provided by Security101

#### **NE Park Street**

IP Exterior	1	P3719-PLE-15 MP CAMERA (AXIS COMMUNICATIONS INC)
IP Camera License	4	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	T91A64 CORNER BRACKET FOR AXIS Q6032 (AXIS COMMUNICATIONS INC)
Mount #1	1	Chromated and powder coated aluminum wall mount with 1.5 NPS thread for fixed dome pendant kits. Cable routing from behind or through 3/4 conduit hole on the side. Includes mounting plate, pipe seal and conduit hole cover. Color: White (AXIS COMMUNICATIONS INC)
Mount #1	1	T94N01D PNDNT KT (AXIS COMMUNICATIONS INC)
Other	1	Extra Labor: Extra Labor provided by Security 101



Proposal #197812.0 Security Camera Upgrade (PW)

#### **Main Entrance Front Overview**

IP Exterior	1	P3265-V FIXED DOME CAMERA DLPU (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Other	1	Extra Labor: Extra Labor provided by Security 101

#### **South Corner Park Street**

IP Exterior	1	P1467-LE COMPACT OUTDR NEMA 4X (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	TQ1602-E CONDUIT BACK BOX OUTDR-READY IMPACT REIST (AXIS COMMUNICATIONS INC)
Other	1	Extra Labor: Extra Labor provided by Security 101

### **South Building N.Frontage Rd 2**

IP Exterior	1	P1467-LE COMPACT OUTDR NEMA 4X (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	TQ1602-E CONDUIT BACK BOX OUTDR-READY IMPACT REIST (AXIS COMMUNICATIONS INC)
Other	1	Extra Labor: Extra Labor provided by Security 101

### **South Building North Frontage Road (Middle)**

IP Exterior	1	P1467-LE COMPACT OUTDR NEMA 4X (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	TQ1602-E CONDUIT BACK BOX OUTDR-READY IMPACT REIST (AXIS COMMUNICATIONS INC)
Other	1	Extra Labor: Exra Labor provided by Security 101

### **South Building North Frontage Road 1**



Proposal #197812.0 Security Camera Upgrade (PW)

IP Exterior	1	P1467-LE COMPACT OUTDR NEMA 4X (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	TQ1602-E CONDUIT BACK BOX OUTDR-READY IMPACT REIST (AXIS COMMUNICATIONS INC)
Other	1	Extra Labor: Extra Labor provided by Security 101

#### **Basement 1**

IP Interior	1	M3216-LVE FXED DOME CAM W/DLPU (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	TP3603 indoor conduit back box a complement to T94S01P at a lower price point for large indoor installations (eg data centers). Compatible with P32/M32 indoor versions as well as indoor versions of Q17/19/29, P33, Q35, and P14/M42(plate needed TP1601). TP3603 has two seperate conduit entries (1/2" & 3/4") and has space for connectors (e.g. T86 Media Converters & T6101 I/O interface). (AXIS COMMUNICATIONS INC)
Other	10	Materials: Conduit & Connectors provided by EW

#### **Basement 2**

IP Interior	1	M3216-LVE FXED DOME CAM W/DLPU (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	TP3603 indoor conduit back box a complement to T94S01P at a lower price point for large indoor installations (eg data centers). Compatible with P32/M32 indoor versions as well as indoor versions of Q17/19/29, P33, Q35, and P14/M42(plate needed TP1601). TP3603 has two seperate conduit entries (1/2" & 3/4") and has space for connectors (e.g. T86 Media Converters & T6101 I/O interface). (AXIS COMMUNICATIONS INC)
Other	10	Materials: 10' Conduit & Connectors provided by EW

### **Community Room**

IP Interior	1	AXIS M3068-P
		(AXIS COMMUNICATIONS INC)



Proposal #197812.0 Security Camera Upgrade (PW)

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Conduit back box for 1/2" or M20 pipes. Features the 1/2" ACI interface to enable use of ACI adapters. There is an integrated female tripod thread for use of standard camera stands or holders. Compatible with AXIS M3044-V/M3045-V/M3046-V. (AXIS COMMUNICATIONS INC)

#### 1st Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 1st Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### Lobby

IP Interior	1	AXIS M3068-P (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Conduit back box for 1/2" or M20 pipes. Features the 1/2" ACI interface to enable use of ACI adapters. There is an integrated female tripod thread for use of standard camera stands or holders. Compatible with AXIS M3044-V/M3045-V/M3046-V. (AXIS COMMUNICATIONS INC)

#### Vestibule

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### Elev 1



Proposal #197812.0 Security Camera Upgrade (PW)

IP Interior	1	P9106-V BRUSHED STEEL (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Protocol Convertor	1	NITEK EL1551U IP Cameras over 2 pr UTP System w/POE Injector - up to 1,960 feet (Transmitter & Receiver) (NITEK)
Protocol Convertor	1	NITEK EL1500CW Outdoor IP Cameras over Coax System w/PoE - up to 1,640 feet (Transmitter in weatherproof case). (NITEK)

#### Elev 2

IP Interior	1	P9106-V BRUSHED STEEL (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Protocol Convertor	1	NITEK EL1551U IP Cameras over 2 pr UTP System w/POE Injector - up to 1,960 feet (Transmitter & Receiver) (NITEK)
Protocol Convertor	1	NITEK EL1500CW Outdoor IP Cameras over Coax System w/PoE - up to 1,640 feet (Transmitter in weatherproof case). (NITEK)

### Laundry

IP Interior	1	AXIS M3068-P (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Conduit back box for 1/2" or M20 pipes. Features the 1/2" ACI interface to enable use of ACI adapters. There is an integrated female tripod thread for use of standard camera stands or holders. Compatible with AXIS M3044-V/M3045-V/M3046-V. (AXIS COMMUNICATIONS INC)

### **Receiving Door**

IP Interior	1	P3268-LVE 4K OUTDOOR DOME W/IR (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)



Proposal #197812.0 Security Camera Upgrade (PW)

#### 1st Flr Corridor 10 / Stair East

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	2	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 1st Flr Corridor 10 / Stair West

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	2	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 2 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 3 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 2 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 3 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 2 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V)
		(AXIS COMMUNICATIONS INC)



Proposal #197812.0 Security Camera Upgrade (PW)

era License 1 exacqVision IP Camera license (EXACQ TECHNOLOGIES)
--

#### 3 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 2 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 3 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 4 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **5 Flr - Corridor East**

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 6 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 7 Flr - Corridor East



Proposal #197812.0 Security Camera Upgrade (PW)

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 8 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 4 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### 5 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **6 Flr - Corridor West**

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 7 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 8 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)



Proposal #197812.0 Security Camera Upgrade (PW)

#### 4 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 5 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **6 Flr - Stairwell East**

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 7 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 8 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 4 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 5 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V)
		(AXIS COMMUNICATIONS INC)



Proposal #197812.0 Security Camera Upgrade (PW)

IP Camera License 1		exacqVision IP Camera license (EXACQ TECHNOLOGIES)
---------------------	--	--

#### 6 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 7 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 8 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 9 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 10 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 11 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 12 Flr - Corridor East



Proposal #197812.0 Security Camera Upgrade (PW)

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 9 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 10 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### 11 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 12 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 9 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **10 Flr - Stairwell East**

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)



Proposal #197812.0 Security Camera Upgrade (PW)

#### 11 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 12 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 9 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 10 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 11 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 12 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 13 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V)
		(AXIS COMMUNICATIONS INC)



Proposal #197812.0 Security Camera Upgrade (PW)

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
-------------------	---	--

#### 14 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 15 Flr - Corridor East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 13 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 14 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 15 Flr - Corridor West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 13 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 14 Flr - Stairwell East



Proposal #197812.0 Security Camera Upgrade (PW)

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 15 Flr - Stairwell East

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 13 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 14 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 15 Flr - Stairwell West

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **Roof West**

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Interior	1	M2036-LE QUAD HD 1440P/4 MP (AXIS COMMUNICATIONS INC)
Mount #1	1	Conduit back box for 1/2" or M20 pipes. Features the 1/2" ACI interface to enable use of ACI adapters. There is an integrated female tripod thread for use of standard camera stands or holders. Compatible with AXIS M3044-V/M3045-V/M3046-V. (AXIS COMMUNICATIONS INC)
Other	10	Materials: Roof Supports for conduits provided by EW



Proposal #197812.0 Security Camera Upgrade (PW)

Other 10 Materials: 10' Conduit and connectors provided by EW	
---	--

#### **Roof East**

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Interior	1	P1467-LE COMPACT OUTDR NEMA 4X (AXIS COMMUNICATIONS INC)
Mount #1	1	TQ1602-E CONDUIT BACK BOX OUTDR-READY IMPACT REIST (AXIS COMMUNICATIONS INC)
Other	10	Materials: Roof Supports and Conduits provided by EW
Other	10	Materials: 10' Conduit and Connectors provided by EW

### **Additional Items**



### **Clarifications**

Proposal #197812.0 Security Camera Upgrade (PW)

Exceptions / ClarificationsSecurity101 is not responsible for existing cabling to be reused.

\*\*\*\*Proposal is based on PREVAILING WAGE.Per PW, State of CT, CT20230023 dated 2/10/2023

PW breakout per customer request:

	Pervailage Wage Calo		
Labor Breakdown Prevailing Wage	PW Wage Breakout		
Base Electrical Worker <b>\$40.60, \$32.21 +3%</b>	\$	73.78	
FICA	\$	5.64	
FUTA	\$	0.59	
SUTA (State unemployment tax)	\$	1.99	
Health Fund	\$	-	
General Liability	\$	2.14	
Commercial Auto	\$	2.43	
Umbrella	\$	1.55	
Professional Liability Insurance	\$	2.14	
Workmens Comp Insurance	\$	1.99	
Pension 401 match	\$	2.95	
Apprentice Fund	\$	-	
Annuity Fund	\$	-	
Security Certification Training and certification	\$	0.59	
Safety Training	\$	0.74	
Paid Holidays	\$	1.84	
Paid Sick and Vacation	\$	5.53	
Vehicle Expense	\$	10.70	
Sub Total Cost	\$	114.62	
Over Head and Profit 15%		\$ 131.81	

Security101 is charging a PW rate of \$130.00 per hour

Working hours are Monday – Friday 7:00am – 5:00pm; overtime or shift work pricing is not reflected in this quotation.

Security101 has based this proposal off of site visits and HANH provided site drawings. Security101 has made assumptions on existing cable path conditions. If existing cable that is to be reused is found to be defective, a change order for new cabling will be presented.

The HANH / Glendower Group, to identify authorized party(s) to provide direction, approvals, sign-off on authorization to proceed; presents Owner direct input to include System Training and Network Support Requirements

This quote assumes NO confined space will be accessed Building as part of this project (if required).

Acceptance of submittals, shop drawings, schedules, and look ahead documents will be considered approval to work; any work stoppages resulting in demobilization may resulting in loss time charges

Security101 has carried all PoE and Injectors as required to support its supplied device including cameras (if required)

Security 101 to provide initial "rough" aiming, for customer to sign off on views at 2nd trip to camera

Warranty is limited to new equipment supplied by Security101 under this proposal/contract

Any re-purposed equipment is assumed to be in good working order and are suitable for intended application, installation location and desired video coverage or other security functionality.

No external broadband has been including in this proposal; external ISP Upload / Download speeds and any remote connectivity is the responsibility of others. Security101 can provide guidance and recommendation on system requirements

Proposal includes City / State Permits.

Proposal does not include Special Inspections, Regulatory Reviews - fees will be added to the project as applicable

Quotation is based on non-union union technicians providing Support, Programming, Testing, and Training

Out of sequence work and accelerations may impact project estimates and require project change orders for additional costs

Substantial completion and final completion shall be defined as system power up, operation and beneficial use and excludes any issues with Broadband or Source Providers (i.e. Satellite or Hard-Wired Cable Television providers) or existing System Software or Hardware

Payment Terms is due Net30 on receipt of invoice



## **Clarifications (cont.)**

Proposal #197812.0 Security Camera Upgrade (PW)

#### The HANH / Glendower Group / to provide:

- 1. 110VAC Power including identification of available sub panels and open breakers for 110VAC Electrical Power in areas as required by Security101
- 2. Workstations, Network Switches, Backbone and Connectivity as needed to extend beyond the base security infrastructure.
- 3. IP addresses, naming conventions, logon credentials as required by owner prior to project commencement.
- 4. Free and clear access to work areas, raceways, and network and utility locations as required to complete scope of work.
- 5. Trash receptacle for Security 101 to remove daily trash and work site debris provided by owner
- 6. Location for equipment staging, materials storage container, and PM coordination (if needed)
- 7. List of "need-to-know" parties
- 8. Final mounting heights prior to installation for Security101 review and approval
- 9. Network connection to owner headend as per the owner
- 10. Access to all basements, hand holes, junction boxes as required.
- 11. Direction on communication to residents.
- 12. Any required escorts, to include maintenance, security or police escorts if required

#### System Programming

A. Owner / End User Training is limited to (1) Two-hour session and (1) One Hour Technical for designated system users and maintenance personnel. Scheduling to be coordinated in advance.

B. Security 101 will provide HANH / The Glendower Group / with a project questionnaire for data collection of project information prior to provide start data to include:

- Project Contact
- System Users
- Final Names
- IP Addresses
- Naming Conventions
- Frame Rates (60 days of retention based on 10FPS at 24 hours per day)
- Resolution
- Archival Period
- Any required password(s)



# **Financial Summary**

Proposal #197812.0 Security Camera Upgrade (PW)

**Bill to:** Elm City Communities (HANH) 360 Orange Street New Haven, CT 06511 **Ship to:** Attn: Hannah Sokal-Holmes George Crawford Manor (HANH) 90 Park Street

New Haven, CT 06511

#### **GRAND TOTALS**

TOTAL INVESTMENT \$272,586.92



# **Terms & Conditions**

Proposal #197812.0 Security Camera Upgrade (PW)

Per agreed to terms and conditions under contract# 17PSX0002

https://biznet.ct.gov/SCP\_Search/ContractDetail.aspxID=18991

**Video System Terms & Conditions** 



## **Acceptance**

Proposal #197812.0 Security Camera Upgrade (PW)

For the amount of **\$272,586.92** (tax not included) This proposal dated Friday, April 21, 2023 is valid until Tuesday, June 20, 2023

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Seller's performance or obligations herein. In the event of any delays or adverse impacts, Seller reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Supply Chain Delays and Vendor Price Increases: Security 101 cannot be responsible for delays caused by supply chain delays or COVID-related delays. Prices may be increased by vendors/manufacturers requiring adjustments to the proposal price.

#### **Payment Terms**

30% Deposit on signing, 30% on equipment delivery, 30% on substantial completion, 10% on project completion/sign off

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

#### Licenses

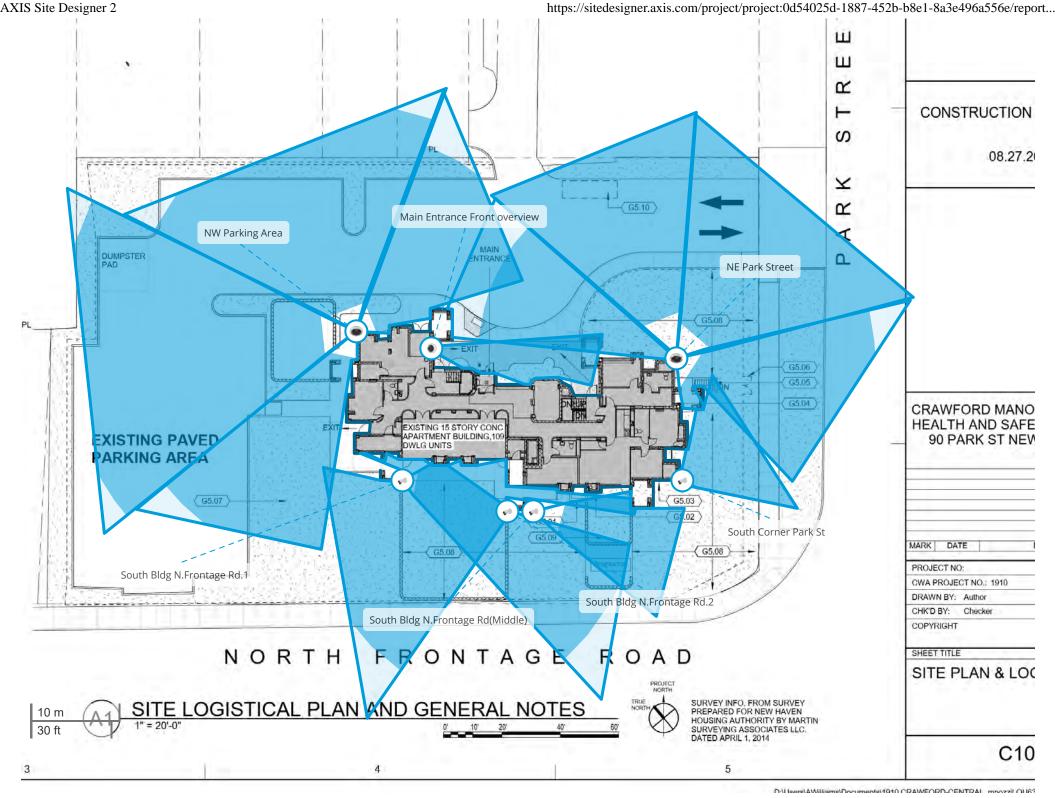
CT — Electrical: ELC.0193981-C5   CT — Oth 34BA00186800   NY — Alarm: 12000029974		— Electrical: 7120- C   MA — Other: SS-001792   : 2708   VT — Electrical: ES-05556 (7C, 7K)	NJ — Alarm:	
George Crawford Manor (HANH)		Security 101 - Connecticut		
Authorized Customer Signature	(date)	Authorized Security 101 Signature	(date)	
Printed Name		Printed Name		
Titlo		Titlo		

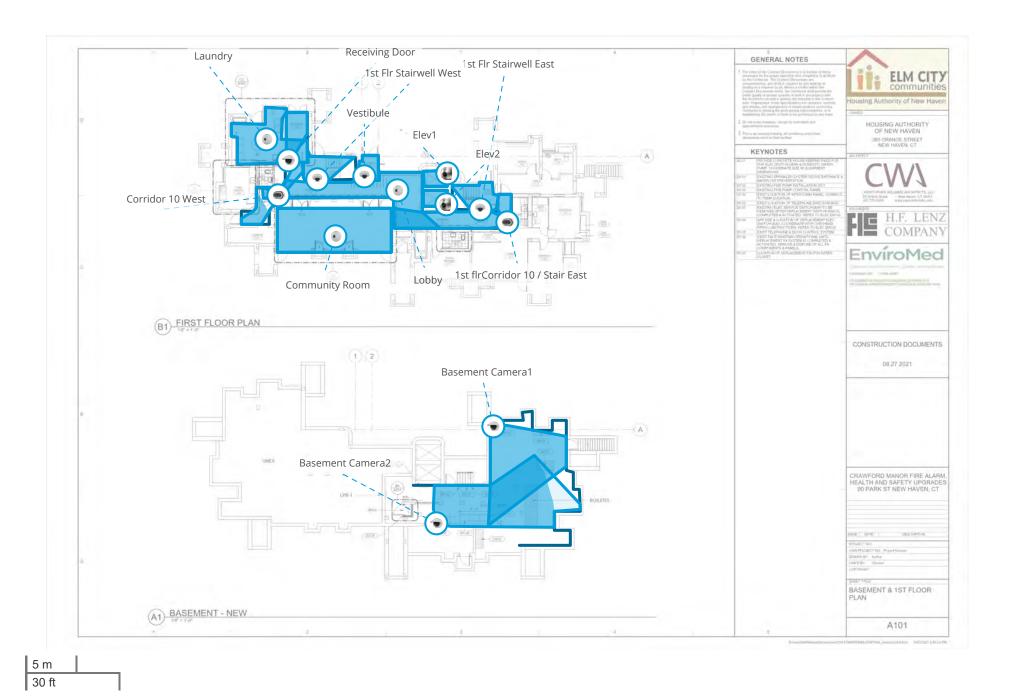


# **Acceptance (cont.)**

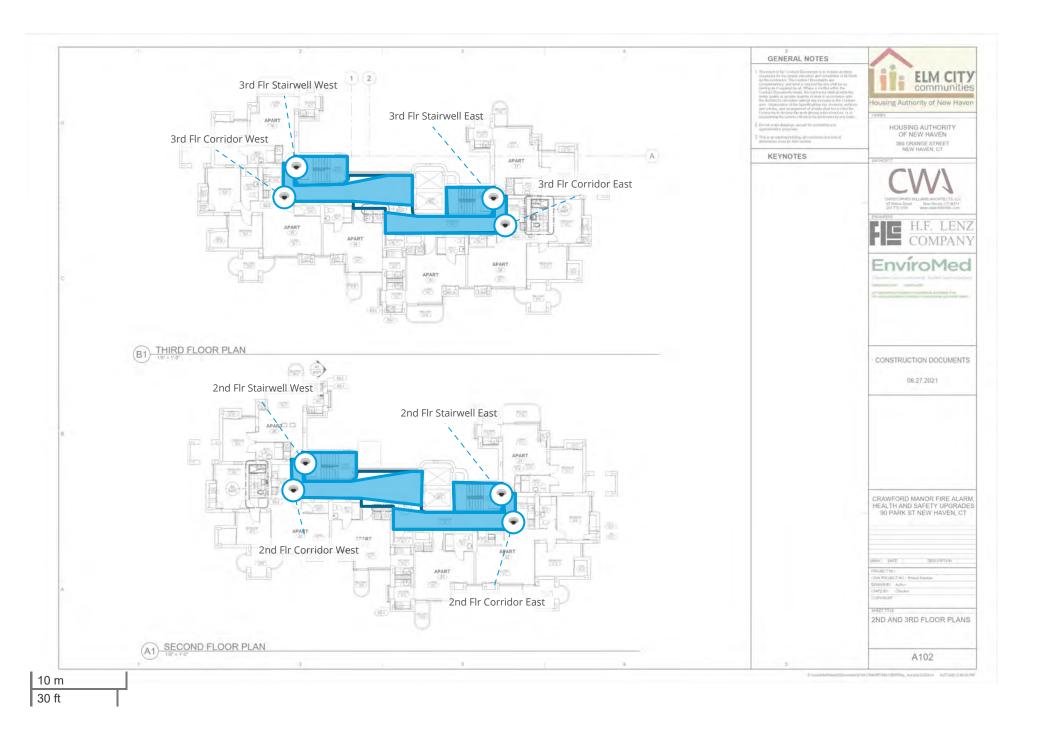
Proposal #197812.0 Security Camera Upgrade (PW)

Purchase Order Number

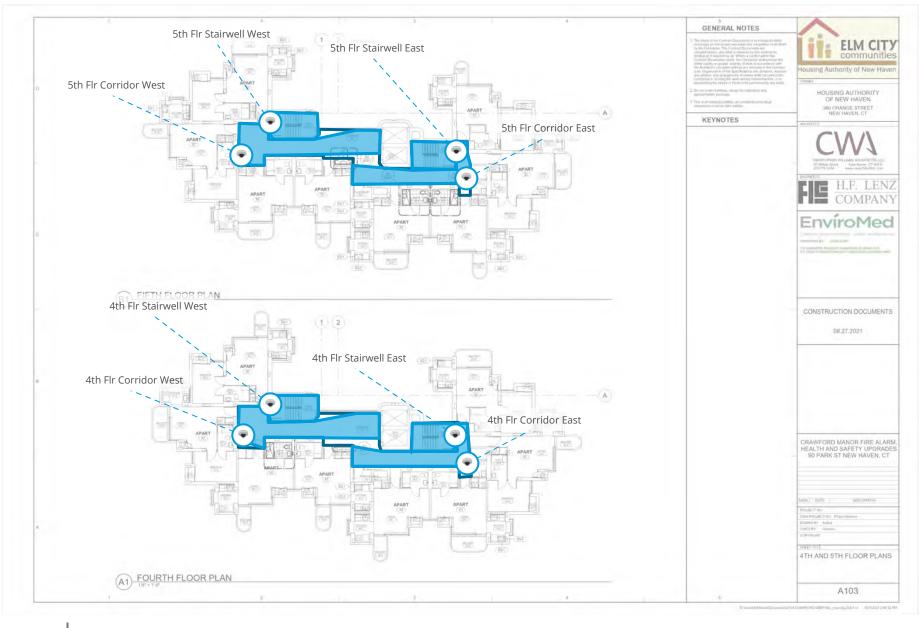




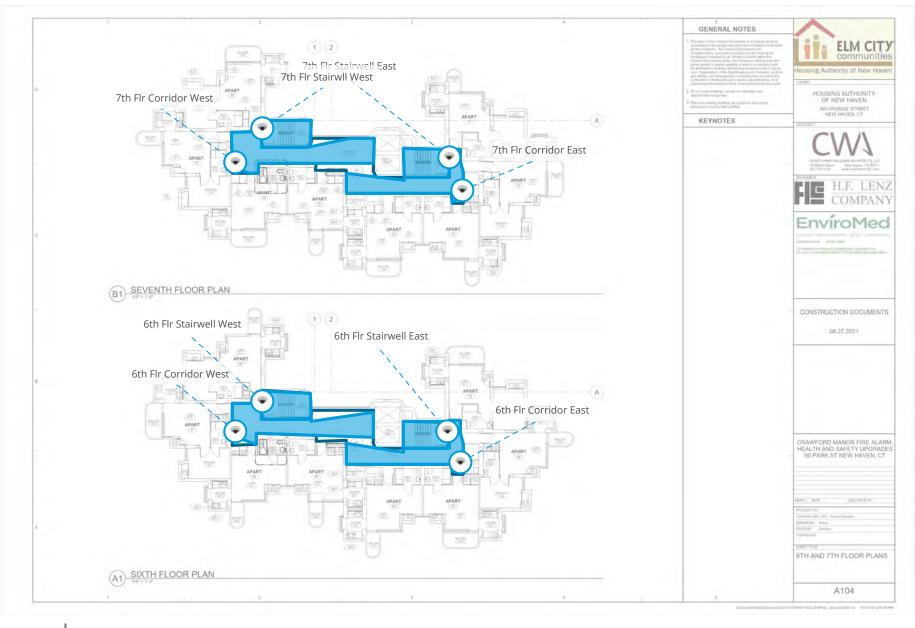
1 of 1 4/20/2023, 2:22 PM



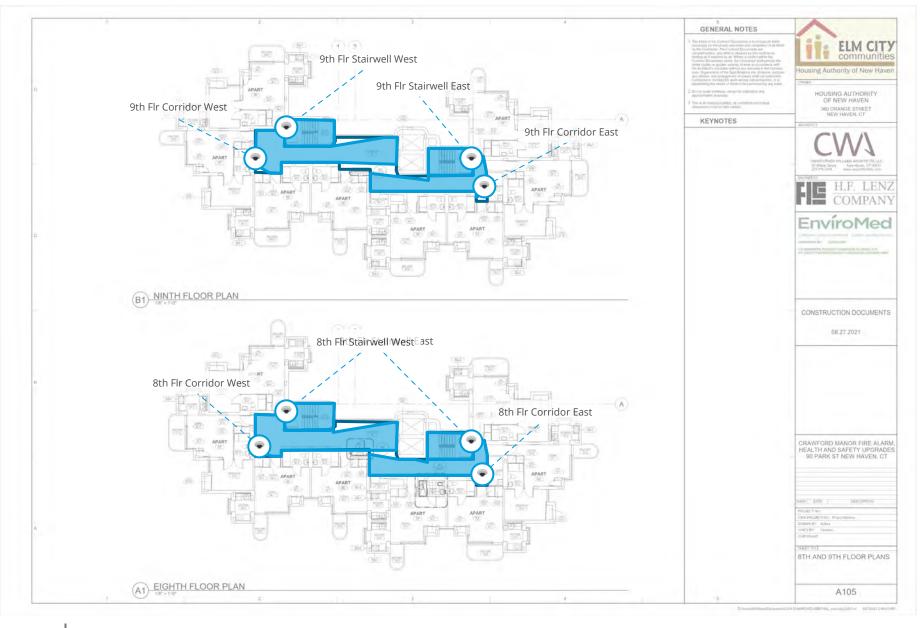
1 of 1 4/20/2023, 2:23 PM



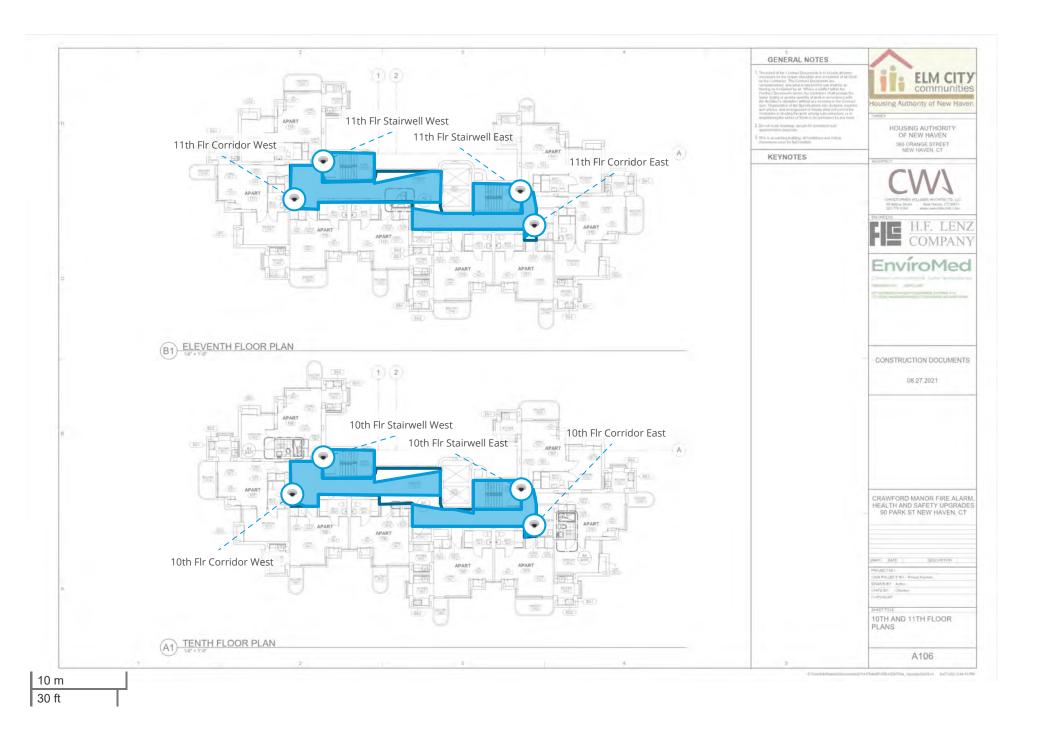
1 of 1 4/20/2023, 2:23 PM



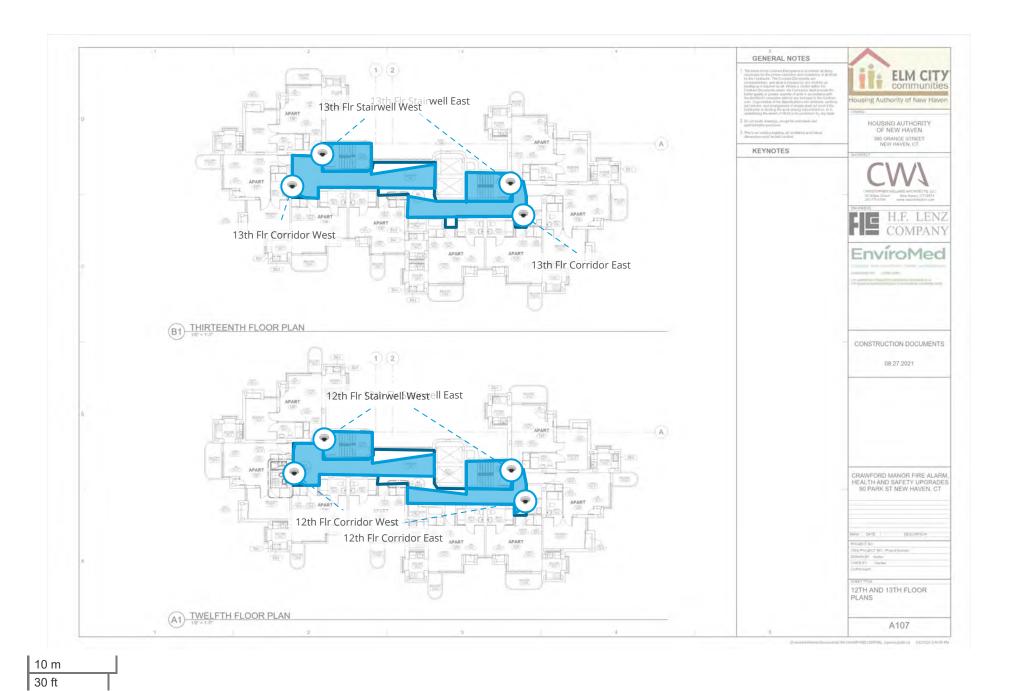
1 of 1 4/20/2023, 2:24 PM



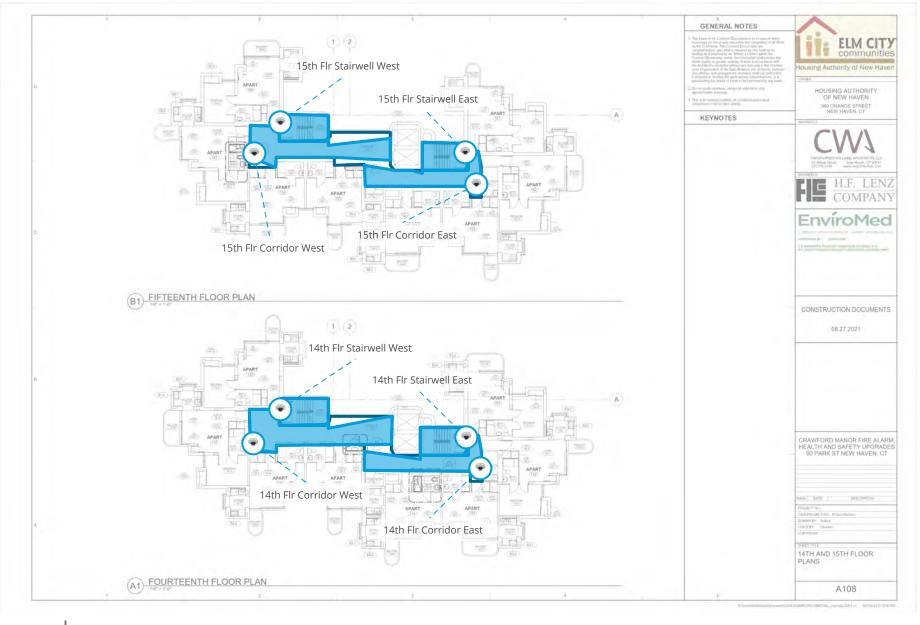
1 of 1 4/20/2023, 2:24 PM



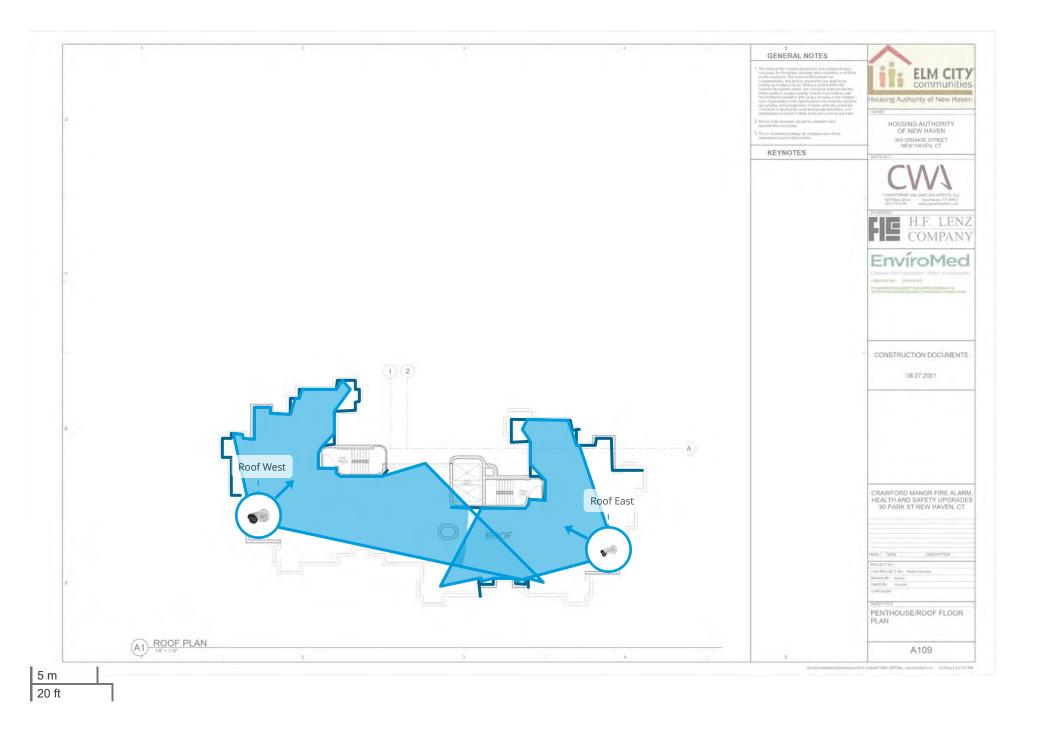
1 of 1 4/20/2023, 2:25 PM



1 of 1 4/20/2023, 2:25 PM



1 of 1 4/20/2023, 2:26 PM



1 of 1 4/20/2023, 2:26 PM

#### CONTRACT SUPPLEMENT

RFP-37 Rev. 11/14/19 Prev. Rev. 10/24/19

Linda LoSchiavo Contract Specialist

860-713-5078 Telephone Number

DESCRIPTION:

## **STATE OF CONNECTICUT**

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:	
17PSX0002	
Contract Award Date:	
28 November 2017	
Proposal Due Date:	
17 October 2017	
SUPPLEMENT DATE:	
19 February 2020	

#### **CONTRACT AWARD SUPPLEMENT #7**

IMPORTANT: This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> Produce or Ship without an Agency Purchase Order.

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

FOR: All Using State Agencies,		TERM OF CONTRACT:		
Not-for-Profit Organiza	tions			
		AGENCY REQUISITION NUMBER: 45	43	
CHANGE TO IN STATE (NON-SB)	CHANGE TO DAS-CERTIFIED SMALL	CHANGE TO OUT OF STATE	CHANGE TO TOTAL CONTRACT	
CONTRACT VALUE	BUSINESS CONTRACT VALUE	CONTRACT VALUE	Award Value	
-	-	-	-	
NOTICE TO CONTRACTORS: This not	ice is not an order to ship. Purchase C	ı Orders against contracts will be furnish	ed by the using agency or agencie	
on whose behalf the contract is made	e. INVOICE SHALL BE RENDERED DIRE	CT TO THE ORDERING AGENCY.		
	ontract Award amount stated is intend	ed solely as an estimate, and does not	constitute a representation of the	
actual value of the Contract.				
	f any, shall be given SPECIAL ATTENTIC	DN, but such cash discount shall not be	e taken unless payment is made	
within the discount period.	d priese include delivery and transper	tation charges fully prepaid f.o.b. ager	any. No outra abarga is to be made	
for packing or packages.	o, prices include delivery and transpor	tation charges fully prepaid i.o.b. agei	icy. No extra charge is to be made	
Tor packing or packages.				
	PLEASE N	NOTE:		
	<del></del>	<del></del>		
<ul> <li>Refer to the next page for Cor</li> </ul>	ntractor Information.			
<ul> <li>Thermal Imaging Camera Syst</li> </ul>	ems for elevated temperature det	ection have been added to the Co	ntract. Client Agencies shall	
		r Item #6 – Other Equipment and		
	Imaging Camera Systems under t	• •	эррин на	
	, ,			
<ul> <li>Client Agencies shall receive a</li> </ul>	quote(s) from the Contractor(s) p	rior to purchasing any Thermal Im	aging Camera Systems. Client	
_		or to purchase; insure the Thermal		
-		and select the Thermal Imaging Ca		
the Client Agency's business r	· · · · · · · · · · · · · · · · · · ·			
<ul> <li>All terms and conditions not of</li> </ul>	otherwise affected by this supplem	ent remain unchanged and in full	force and effect.	
		•		
		APPROVED		
		LINDA LOSCH	IAVO	
		Contract Spec	rialist	

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT RFP-37 - Rev. 11/15/19

Prev. Rev. 10/24/19

CONTRACT AWARD NO.: 17PSX0002

Contract Supplement #7

CONTRACTOR INFORMATION:

RESERTO THE CONTRACT ON THE DAS PROCUREMENT WER PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mpl.aspx?page=8)

Company Name: Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)

Company Address: 10 Research Parkway, Wallingford, CT 06492

Tel. No.: 860-256-5382

Fax No.: 203-741-4195

Contact Person: Erick Barfield Prompt Payment Terms: 0% 00 Net 45

Company E-mail Address and/ar Company Web Site: erick.barfield@jci.com www.johnsoncontrols.com

Certification Type (SBE,MBE or None): None Agrees to Supply Political SubDivisians: Yes

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: Nationwide Security Corporation

Company Address: 65 North Branford Road Suite 8, Branford, CT 06405

Tel. No.: 800-451-4866 Fax Na.: 203-208-0849

Contact Person: Brian Gouin Prompt Payment Terms: 0% 00 Net 30

Company E-mail Address and/or Company Web Site: briang@nationwidesecuritycorp.com www.nationwidesecuritycorp.com

Certification Type (SBE,MBE or None): SBE Agrees to Supply Political SubDivisions: Yes

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: Advance Security Integration, LLC dba Security101

Company Address: 10 Pine Street, Plainville, CT 06062

Tel. No.: 800-991-4170 Fax Na.: 800-991-4172

Contact Person: Fran DellaFera - 800-991-4170 x 213 Thomas Albino - 800-991-4170 x 221

Company E-mail Address: fran.dellafera@security101ne.com Thomas.albino@security101ne.com

Company Web Site: <a href="https://www.security101.com">www.security101.com</a>
Prompt Payment Terms: 0% 00 Net 30

Certification Type (SBE,MBE or None): SBE

Agrees to Supply Political SubDivisions: Yes

# **CONTRACT**

17PSX0002

Between

# THE STATE OF CONNECTICUT

Acting by its

## **DEPARTMENT OF ADMINISTRATIVE SERVICES**

AND

# ADVANCE SECURITY INTEGRATION, LLC DBA SECURITY101

Awarded Contractor

SECURITY VIDEO SURVEILLANCE, ACCESS CONTROL AND ALARMS
SYSTEMS SERVICES AND MONITORING SERVICES

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

#### Contract Table of Contents

- 1. Definitions
- 2. Term of Contract; Contract Extension
- 3. Description of Goods and Services
- 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
- 5. Rejected Items; Abandonment
- 6. Order and Delivery
- 7. Contract Amendments
- 8. Assignment
- 9. Termination
- 10. Cost Modifications
- 11. Breach
- 12. Waiver
- 13. Open Market Purchases
- 14. Purchase Orders
- 15. Indemnification
- 16. Forum and Choice of Law
- 17. Contractor Guaranties
- 18. Implied Warranties
- 19. Goods, Standards and Appurtenances
- 20. Delivery
- 21. Goods Inspection
- 22. Emergency Standby for Goods and/or Services
- 23. Setoff
- 24. Force Majeure
- 25. Advertising
- 26. Americans With Disabilities Act
- 27. Representations and Warranties
- 28. Representations and Warranties Concerning Motor Vehicles
- 29. Disclosure of Contractor Parties Litigation
- 30. Entirety of Contract
- 31. Exhibits
- 32. Executive Orders
- 33. Non-Discrimination
- 34. Tangible Personal Property
- 35. Whistleblowing
- 36. Notice
- 37. Insurance
- 38. Headings
- 39. Number and Gender
- 40. Parties
- 41. Contractor Changes
- 42. Further Assurances

- 43. Audit and Inspection of Plants, Places of Business and Records
- 44. Background Checks
- 45. Continued Performance
- 46. Working and Labor Synergies
- 47. Contractor Responsibility
- 48. Severability
- 49. Confidential Information
- 50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
- 51. Cross-Default
- 52. Disclosure of Records
- 53. Summary of State Ethics Laws
- 54. Sovereign Immunity
- 55. Time of the Essence
- Certification as Small Contractor or Minority Business Enterprise
- 57. Campaign Contribution Restriction
- 58. Health Insurance Portability and Accountability Act of 1996
- 59. Protection of Confidential Information
- 60. Antitrust
- 61. Audit Requirements for Recipients of State Financial Assistance
- 62. Discover of Contractor Parties Litigation
- 63. State Comptroller's Specifications
- 64. Chief Information Officer Subcontract Approval
- 65. Rights to and Integrity of Public Records
- 66. Public Records and FOIA
- 67. Disclosure of Public Records
- 68. Profiting from Public Records
- 69. Contractor's Obligation to Notify DAS Concerning Public Records
- 70. General Assembly Access to Records
- 71. Continuity of Systems

**EXHIBIT A - Description of Goods & Services and** 

Additional Terms & Conditions

**EXHIBIT B - Price Schedule** 

**EXHIBIT C - Notice to Executive Branch State** 

Contractors and Prospective State Contractors of

Campaign Contribution and Solicitation Limitations

**EXHIBIT D - Project Management Checklist** 

**EXHIBIT E - Prevailing Wage Rates** 

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

This Contract (the "Contract") is made as of the Effective Date by and between, Advance Security Integration, LLC dba Security101 (the "Contractor,") with a principal place of business at 10 Pine Street, Plainville, CT 06062 acting by Francis C. DellaFera, its Vice President of Operations and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

- 1. <u>Definitions</u>. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
- (c) Confidential Information: This 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 Client Agency or DAS 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.
- (d) Confidential Information Breach: This 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 Client Agency, the Contractor, DAS or State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
- (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
- (I) Proposal: A submittal in response to a Request for Proposals.
- (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
- Term of Contract; Contract Extension. The Contract will be in effect from 1 December 2017 through 31 December 2023.
   The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

- 3. <u>Description of Goods or Services and Additional Terms and Conditions</u>. The Contractor shall perform as set forth in <u>Exhibit A</u>. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
- 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing:
  - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
  - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: http://www.osc.ct.gov/vendor/directdeposit.html.
- (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
- (d) Price Adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.
  - Item #1 –Monthly monitoring services fees: Fees will remain firm for the term of the Contract.

Item #2 and #3 – Full Service Maintenance and Inspection & Testing pricing: Pricing will remain firm for the term of the Contract.

Item #4 – Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #5 — Equipment and Parts: Price shall be a discount from manufacturer's price list for Panasonic, Digital Monitoring Products (DMP) and Honeywell/Prowatch. There will be no rate

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year for each manufacturer.

Item #6 – Other Equipment and Parts: Percentage up-charge will remain firm for the term of the Contract.

Item #7 –Miscellaneous Parts and Materials: Percentage up-charge will remain firm for the term of the Contract.

Item #8 – Surcharge for Coordinating and Scheduling Subcontractor or Manufacturer's Representative. Surcharge will remain firm for the term of the Contract.

During this period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged.

The Contractor shall submit all requests in accordance with Section #35. <u>Notice</u>. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

#### 5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
  - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
- 6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

#### 7. Contract Amendments.

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

- 8. <u>Assignment</u>. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
- 9. Termination.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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.
- (b) Notwithstanding any provisions in this Contract, DAS, 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.
- (c) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client 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 either DAS or the Client 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.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS 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.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (g) 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.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
- 10. <u>Cost Modifications</u>. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
- 11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the nonbreaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

#### 12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
- 13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Contractor for all such purchases to the extent that they exceed the costs and expenses in <a href="Exhibit B">Exhibit B</a> and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

#### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

#### 15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts 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.
- (b) 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 other person or entity acting under the direct control or supervision of the State.
- (c) 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.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (d)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.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- 16. Forum and Choice of Law. 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.
- 17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
- 18. <u>Implied Warranties</u>. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
- 19. <u>Goods, Standards and Appurtenances</u>. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

#### 20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
- 21. <u>Goods Inspection</u>. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
- 22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

- 23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
- 24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
- 25. <u>Advertising</u>. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
- 26. <u>Americans With Disabilities Act</u>. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
- 27. <u>Representations and Warranties</u>. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
- 28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

- 29. <u>Disclosure of Contractor Parties Litigation</u>. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- 30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
- 31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- 32. Executive Orders. 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
- 33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
  - (1) "Commission" means the Commission on Human Rights and Opportunities;

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (2) "Contract" and "contract" include any extension or modification of the Contract or contract:
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (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
- (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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

(b)

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 insure that applicants with jobrelated 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 34. Tangible Personal Property.

- (a) 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:
  - (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;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (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;
  - (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) 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.
- (b) 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.
- (c) 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.
- 35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. <u>Notice</u>. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services Procurement Division 450 Columbus Boulevard, Suite 1202 Hartford, CT 06103 Attention: Linda LoSchiavo

If to the Contractor:

Advance Security Integration, LLC dba Security101 10 Pine Street Plainville, CT 06062 Attention: Francis C. DellaFera

- 37. <u>Insurance</u>. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) Reserved
- (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved
- 38. <u>Headings</u>. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
- 39. <u>Number and Gender</u>. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- 40. <u>Parties</u>. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- 41. <u>Contractor Changes</u>. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract until Performance is fully completed.

- 42. <u>Further Assurances</u>. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 43. Audit and Inspection of Plants, Places of Business and Records.
  - (a) <u>Audit and Inspection of Plants, Places of Business and Records</u>. 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.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 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 Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- 44. <u>Background Checks</u>. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

- 45. <u>Continued Performance</u>. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
- 46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

#### 47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- 48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
- 49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

#### 51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
- 52. <u>Disclosure of Records</u>. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

- 53. <u>Summary of State Ethics Laws</u>. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
- 54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals 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.
- 55. <u>Time of the Essence</u>. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
- 56. <u>Certification as Small Contractor or Minority Business Enterprise</u>. This paragraph was intentionally left blank.
- 57. <u>Campaign Contribution Restriction</u>. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
- 58. Health Insurance Portability and Accountability Act of 1996.
- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

(e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

#### (f) Definitions:

- (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Client Agency.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
  - (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
  - (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
  - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  - A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  - A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

#### (L) Miscellaneous Sections.

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

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

#### 59. Protection of Confidential Information.

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

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

(e) 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 Covered Entity.

#### 60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

62. <u>Disclosure of Contractor Parties Litigation</u>.

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

63. State Comptroller's Specifications.

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

64. Chief Information Officer Subcontract Approval.

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

65. Rights to and Integrity of Public Records.

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

#### 66. Public Records and FOIA.

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

#### 67. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

#### 68. Profiting from Public Records.

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

#### 69. Contractor's Obligation to Notify DAS Concerning Public Records.

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

#### 70. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

#### 71. Continuity of Systems.

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

- c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:
  - (1) facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
  - (2) software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
  - (3) Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

#### SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

ADVANCE SECURITY INTEGRATION, LLC

Dba Security101

STATE OF CONNECTICUT

Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Francis C. DellaFera

Name: Melody A. Currey

Title: Vice President of Operations

Title: Commissioner

Date: November 28, 2017

Date: <u>11/29/17</u>

#### **MEMORANDUM**

**TO:** Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution Authorizing Contract Award to Advance Security Integration, LLC D/B/A

Security 101 for Comprehensive Security Camera Upgrades at Robert T. Wolfe in an

Amount Not to Exceed \$166,921.44

ACTION: Recommend that the Board of Commissioners adopt Resolution # 05-33/23-R

TIMING: Immediately

DISCUSSION: ECC/HANH identified a need to upgrade and extend the coverage of security cameras at

the Robert T. Wolfe development located at 49 Union Avenue, New Haven.

ECC identified Security 101 from Connecticut State Department of Administrative Services Contract #17PSX0002 and Security 101's familiarity with EXACQ Vision

which is ECC/HANH's security camera monitoring platform.

ECC/HANH staff met with Security 101 staff at 49 Union to review the current camera coverage at Robert T. Wolfe. The review confirmed the extensive missing camera coverage areas and a draft plan to supplement the missing cameras was issued by Security 101. Subsequent revisions and reviews of Security 101's camera and design proposals by stake holders updated the proposed camera layout and cost.

ECC/HANH is recommending contract award to Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$166,921.44 for Comprehensive Security Camera Upgrades at Robert T. Wolfe for a period not to exceed 5 months from the date of Notice to Proceed.

In accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

ECC/HANH requests Board of Commissioners authorization to execute a contract with Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$166,921.44.

FISCAL IMPACT: \$166,921.44

SOURCE OF FUNDS: \$ 114,234.52 HUD Fiscal Year 2022 Emergency Safety & Security Grant;

\$52,686.92 CFP 2023

STAFF: Hannah Sokal-Holmes, Vice-President, Planning & Modernization

# **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### **Resolution # 05-33/23-R**

# RESOLUTION AUTHORIZING CONTRACT AWARD TO ADVANCE SECURITY INTEGRATION, LLC D/B/A SECURITY 101 FOR COMPREHENSIVE SECURITY CAMERA UPGRADES AT ROBERT T. WOLFE IN AN AMOUNT NOT TO EXCEED \$166,921.44

WHEREAS, ECC/HANH identified a need to upgrade and extend the coverage of security cameras at the Robert T. Wolfe development located at 49 Union Avenue, New Haven; and

WHEREAS, ECC identified Security 101 from Connecticut State Department of Administrative Services Contract #17PSX0002 and Security 101's familiarity with EXACQ Vision which is ECC/HANH's security camera monitoring platform; and

WHEREAS, ECC/HANH staff met with Security 101 staff at 49 Union to review the current camera coverage at Robert T. Wolfe. The review confirmed the extensive missing camera coverage areas and a draft plan to supplement the missing cameras was issued by Security 101. Subsequent revisions and reviews of Security 101's camera and design proposals by stake holders updated the proposed camera layout and cost; and

WHEREAS, ECC/HANH is recommending contract award to Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$166,921.44 for Comprehensive Security Camera Upgrades at Robert T. Wolfe for a period not to exceed 5 months from the date of Notice to Proceed; and

WHEREAS, in accordance with resolution #10-129/18-R for the Revised Procurement Policy approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which result in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution; and

WHEREAS, ECC/HANH requests Board of Commissioners authorization to execute a contract with Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$166,921.44.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1) The award of a contract to Advance Security Integration, LLC dba Security 101 in the amount not to exceed \$166,921.44 for Comprehensive Security Camera Upgrades at Robert T. Wolfe for a period not to exceed 5 months from the date of Notice to Proceed is hereby authorized.
- 2) The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3) The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4) The resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President
REVIEWED: MCCARTER & ENGLISH, LLP GENERAL COUNSEL	Date
By: Rolan Joni Young, Esq.	
A Dortnor	

#### CONTRACT SUPPLEMENT

RFP-37 Rev. 11/14/19 Prev. Rev. 10/24/19

Linda LoSchiavo Contract Specialist

860-713-5078 Telephone Number

DESCRIPTION:

### **STATE OF CONNECTICUT**

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:	
17PSX0002	
Contract Award Date:	
28 November 2017	
Proposal Due Date:	
17 October 2017	
SUPPLEMENT DATE:	
19 February 2020	

#### **CONTRACT AWARD SUPPLEMENT #7**

IMPORTANT: This is <u>NOT</u> a Purchase Order. Do <u>NOT</u> Produce or Ship without an Agency Purchase Order.

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

FOR: All Using State Agencies,		TERM OF CONTRACT:		
Not-for-Profit Organiza	tions			
		AGENCY REQUISITION NUMBER: 45	43	
CHANGE TO IN STATE (NON-SB)	CHANGE TO DAS-CERTIFIED SMALL	CHANGE TO OUT OF STATE	CHANGE TO TOTAL CONTRACT	
CONTRACT VALUE	BUSINESS CONTRACT VALUE	CONTRACT VALUE	Award Value	
-	-	-	-	
NOTICE TO CONTRACTORS: This not	ice is not an order to ship. Purchase C	ı Orders against contracts will be furnish	ed by the using agency or agencie	
on whose behalf the contract is made	e. INVOICE SHALL BE RENDERED DIRE	CT TO THE ORDERING AGENCY.		
	ontract Award amount stated is intend	ed solely as an estimate, and does not	constitute a representation of the	
actual value of the Contract.				
	f any, shall be given SPECIAL ATTENTIC	DN, but such cash discount shall not be	e taken unless payment is made	
within the discount period.	d priese include delivery and transper	tation charges fully prepaid f.o.b. ager	any. No outra abarga is to be made	
for packing or packages.	o, prices include delivery and transpor	tation charges fully prepaid i.o.b. agei	icy. No extra charge is to be made	
Tor packing or packages.				
	PLEASE N	NOTE:		
	<del></del>	<del></del>		
<ul> <li>Refer to the next page for Cor</li> </ul>	ntractor Information.			
<ul> <li>Thermal Imaging Camera Syst</li> </ul>	ems for elevated temperature det	ection have been added to the Co	ntract. Client Agencies shall	
		r Item #6 – Other Equipment and		
	Imaging Camera Systems under t	• •	эррин на	
	, ,			
<ul> <li>Client Agencies shall receive a</li> </ul>	quote(s) from the Contractor(s) p	rior to purchasing any Thermal Im	aging Camera Systems. Client	
_		or to purchase; insure the Thermal		
-		and select the Thermal Imaging Ca		
the Client Agency's business r	· · · · · · · · · · · · · · · · · · ·			
<ul> <li>All terms and conditions not of</li> </ul>	otherwise affected by this supplem	ent remain unchanged and in full	force and effect.	
		•		
		APPROVED		
		LINDA LOSCH	IAVO	
		Contract Spec	rialist	

(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT RFP-37 - Rev. 11/15/19

Prev. Rev. 10/24/19

CONTRACT AWARD NO.: 17PSX0002

Contract Supplement #7

CONTRACTOR INFORMATION:

RESERTO THE CONTRACT ON THE DAS PROCUREMENT WER PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION, (http://das.ct.gov/mpl.aspx?page=8)

Company Name: Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)

Company Address: 10 Research Parkway, Wallingford, CT 06492

Tel. No.: 860-256-5382

Fax No.: 203-741-4195

Contact Person: Erick Barfield Prompt Payment Terms: 0% 00 Net 45

Company E-mail Address and/ar Company Web Site: erick.barfield@jci.com www.johnsoncontrols.com

Certification Type (SBE,MBE or None): None Agrees to Supply Political SubDivisians: Yes

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: Nationwide Security Corporation

Company Address: 65 North Branford Road Suite 8, Branford, CT 06405

Tel. No.: 800-451-4866 Fax Na.: 203-208-0849

Contact Person: Brian Gouin Prompt Payment Terms: 0% 00 Net 30

Company E-mail Address and/or Company Web Site: briang@nationwidesecuritycorp.com www.nationwidesecuritycorp.com

Certification Type (SBE,MBE or None): SBE Agrees to Supply Political SubDivisions: Yes

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: Advance Security Integration, LLC dba Security101

Company Address: 10 Pine Street, Plainville, CT 06062

Tel. No.: 800-991-4170 Fax Na.: 800-991-4172

Contact Person: Fran DellaFera - 800-991-4170 x 213 Thomas Albino - 800-991-4170 x 221

Company E-mail Address: fran.dellafera@security101ne.com Thomas.albino@security101ne.com

Company Web Site: <a href="https://www.security101.com">www.security101.com</a>
Prompt Payment Terms: 0% 00 Net 30

Certification Type (SBE,MBE or None): SBE

Agrees to Supply Political SubDivisions: Yes

## **CONTRACT**

17PSX0002

Between

## THE STATE OF CONNECTICUT

Acting by its

### **DEPARTMENT OF ADMINISTRATIVE SERVICES**

AND

# ADVANCE SECURITY INTEGRATION, LLC DBA SECURITY101

Awarded Contractor

SECURITY VIDEO SURVEILLANCE, ACCESS CONTROL AND ALARMS
SYSTEMS SERVICES AND MONITORING SERVICES

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

#### Contract Table of Contents

- 1. Definitions
- 2. Term of Contract; Contract Extension
- 3. Description of Goods and Services
- 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
- 5. Rejected Items; Abandonment
- 6. Order and Delivery
- 7. Contract Amendments
- 8. Assignment
- 9. Termination
- 10. Cost Modifications
- 11. Breach
- 12. Waiver
- 13. Open Market Purchases
- 14. Purchase Orders
- 15. Indemnification
- 16. Forum and Choice of Law
- 17. Contractor Guaranties
- 18. Implied Warranties
- 19. Goods, Standards and Appurtenances
- 20. Delivery
- 21. Goods Inspection
- 22. Emergency Standby for Goods and/or Services
- 23. Setoff
- 24. Force Majeure
- 25. Advertising
- 26. Americans With Disabilities Act
- 27. Representations and Warranties
- 28. Representations and Warranties Concerning Motor Vehicles
- 29. Disclosure of Contractor Parties Litigation
- 30. Entirety of Contract
- 31. Exhibits
- 32. Executive Orders
- 33. Non-Discrimination
- 34. Tangible Personal Property
- 35. Whistleblowing
- 36. Notice
- 37. Insurance
- 38. Headings
- 39. Number and Gender
- 40. Parties
- 41. Contractor Changes
- 42. Further Assurances

- 43. Audit and Inspection of Plants, Places of Business and Records
- 44. Background Checks
- 45. Continued Performance
- 46. Working and Labor Synergies
- 47. Contractor Responsibility
- 48. Severability
- 49. Confidential Information
- 50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
- 51. Cross-Default
- 52. Disclosure of Records
- 53. Summary of State Ethics Laws
- 54. Sovereign Immunity
- 55. Time of the Essence
- 56. Certification as Small Contractor or Minority Business Enterprise
- 57. Campaign Contribution Restriction
- 58. Health Insurance Portability and Accountability Act of 1996
- 59. Protection of Confidential Information
- 60. Antitrust
- 61. Audit Requirements for Recipients of State Financial Assistance
- 62. Discover of Contractor Parties Litigation
- 63. State Comptroller's Specifications
- 64. Chief Information Officer Subcontract Approval
- 65. Rights to and Integrity of Public Records
- 66. Public Records and FOIA
- 67. Disclosure of Public Records
- 68. Profiting from Public Records
- 69. Contractor's Obligation to Notify DAS Concerning Public Records
- 70. General Assembly Access to Records
- 71. Continuity of Systems

**EXHIBIT A - Description of Goods & Services and** 

**Additional Terms & Conditions** 

**EXHIBIT B - Price Schedule** 

**EXHIBIT C - Notice to Executive Branch State** 

Contractors and Prospective State Contractors of

Campaign Contribution and Solicitation Limitations

**EXHIBIT D - Project Management Checklist** 

**EXHIBIT E - Prevailing Wage Rates** 

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

This Contract (the "Contract") is made as of the Effective Date by and between, Advance Security Integration, LLC dba Security101 (the "Contractor,") with a principal place of business at 10 Pine Street, Plainville, CT 06062 acting by Francis C. DellaFera, its Vice President of Operations and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Melody A. Currey, its Commissioner, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

- 1. <u>Definitions</u>. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.
- (c) Confidential Information: This 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 Client Agency or DAS 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.
- (d) Confidential Information Breach: This 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 Client Agency, the Contractor, DAS or State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.

- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
- (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
- (I) Proposal: A submittal in response to a Request for Proposals.
- (m) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (n) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
- (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
- Term of Contract; Contract Extension. The Contract will be in effect from 1 December 2017 through 31 December 2023.
   The parties, by mutual agreement, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

- 3. <u>Description of Goods or Services and Additional Terms and Conditions</u>. The Contractor shall perform as set forth in <u>Exhibit A</u>. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
- 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
- (b) Payment Terms and Billing:
  - (1) Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
  - (2) THE STATE SHALL MAKE ALL PAYMENTS TO THE CONTRACTOR THROUGH ELECTRONIC FUNDS TRANSFER VIA THE AUTOMATED CLEARING HOUSE ("ACH"). CONTRACTOR SHALL ENROLL IN ACH THROUGH THE OFFICE OF THE STATE COMPTROLLER PRIOR TO SENDING ANY INVOICE TO THE STATE. THE CONTRACTOR MAY OBTAIN DETAILED INFORMATION REGARDING ACH AT: http://www.osc.ct.gov/vendor/directdeposit.html.
- (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
- (d) Price Adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.
  - Item #1 –Monthly monitoring services fees: Fees will remain firm for the term of the Contract.

Item #2 and #3 – Full Service Maintenance and Inspection & Testing pricing: Pricing will remain firm for the term of the Contract.

Item #4 – Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #5 — Equipment and Parts: Price shall be a discount from manufacturer's price list for Panasonic, Digital Monitoring Products (DMP) and Honeywell/Prowatch. There will be no rate

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year for each manufacturer.

Item #6 – Other Equipment and Parts: Percentage up-charge will remain firm for the term of the Contract.

Item #7 –Miscellaneous Parts and Materials: Percentage up-charge will remain firm for the term of the Contract.

Item #8 – Surcharge for Coordinating and Scheduling Subcontractor or Manufacturer's Representative. Surcharge will remain firm for the term of the Contract.

During this period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged.

The Contractor shall submit all requests in accordance with Section #35. <u>Notice</u>. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

#### 5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
  - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
- 6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

# 7. Contract Amendments.

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

- 8. <u>Assignment</u>. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
- 9. Termination.

- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS 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.
- (b) Notwithstanding any provisions in this Contract, DAS, 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.
- (c) DAS 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 DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, 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 Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client 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 either DAS or the Client 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.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS 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.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client 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 Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client 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 DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS 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.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (g) 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.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
- 10. <u>Cost Modifications</u>. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
- 11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the nonbreaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

# 12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
- 13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Contractor for all such purchases to the extent that they exceed the costs and expenses in <a href="Exhibit B">Exhibit B</a> and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

## 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

## 15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts 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.
- (b) 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 other person or entity acting under the direct control or supervision of the State.
- (c) 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.

- (d)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.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- 16. Forum and Choice of Law. 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.
- 17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
- 18. <u>Implied Warranties</u>. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
- 19. <u>Goods, Standards and Appurtenances</u>. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

# 20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
- 21. <u>Goods Inspection</u>. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
- 22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

- 23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
- 24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
- 25. <u>Advertising</u>. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
- 26. <u>Americans With Disabilities Act</u>. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
- 27. <u>Representations and Warranties</u>. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

- the Proposal was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
- 28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

- 29. <u>Disclosure of Contractor Parties Litigation</u>. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- 30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
- 31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- 32. Executive Orders. 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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
- 33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
  - (1) "Commission" means the Commission on Human Rights and Opportunities;

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (2) "Contract" and "contract" include any extension or modification of the Contract or contract:
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (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
- (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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

(b)

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 insure that applicants with jobrelated 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
- (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
  (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
  - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 34. Tangible Personal Property.

- (a) 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:
  - (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;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (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;
  - (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) 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.
- (b) 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.
- (c) 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.
- 35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

36. <u>Notice</u>. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services Procurement Division 450 Columbus Boulevard, Suite 1202 Hartford, CT 06103 Attention: Linda LoSchiavo

If to the Contractor:

Advance Security Integration, LLC dba Security101 10 Pine Street Plainville, CT 06062 Attention: Francis C. DellaFera

- 37. <u>Insurance</u>. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) Reserved
- (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
- (h) Reserved
- 38. <u>Headings</u>. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
- 39. <u>Number and Gender</u>. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
- 40. <u>Parties</u>. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- 41. <u>Contractor Changes</u>. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract until Performance is fully completed.

- 42. <u>Further Assurances</u>. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 43. Audit and Inspection of Plants, Places of Business and Records.
  - (a) Audit and Inspection of Plants, Places of Business and Records. 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.
  - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 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 Contract's Setoff provision.
  - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
- 44. <u>Background Checks</u>. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

- 45. <u>Continued Performance</u>. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
- 46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

# 47. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
- 48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
- 49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders. All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

# 51. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
- 52. <u>Disclosure of Records</u>. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

- 53. <u>Summary of State Ethics Laws</u>. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
- 54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals 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.
- 55. <u>Time of the Essence</u>. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
- 56. <u>Certification as Small Contractor or Minority Business Enterprise</u>. This paragraph was intentionally left blank.
- 57. <u>Campaign Contribution Restriction</u>. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
- 58. Health Insurance Portability and Accountability Act of 1996.
- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

(e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

# (f) Definitions:

- (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Client Agency.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
  - (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
  - (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
  - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
  - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
  - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
  - A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  - A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  - A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

## (L) Miscellaneous Sections.

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

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

## 59. Protection of Confidential Information.

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

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

(e) 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 Covered Entity.

## 60. Antitrust.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

61. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

62. <u>Disclosure of Contractor Parties Litigation</u>.

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

63. State Comptroller's Specifications.

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

64. Chief Information Officer Subcontract Approval.

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

65. Rights to and Integrity of Public Records.

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

## 66. Public Records and FOIA.

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

## 67. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

# 68. Profiting from Public Records.

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

## 69. Contractor's Obligation to Notify DAS Concerning Public Records.

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### 70. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

# 71. Continuity of Systems.

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

- c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:
  - (1) facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
  - (2) software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
  - (3) Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Contract Document RFP-50 Rev. 11/18/16 Prev. Rev. 8/16/16

### SIGNATURE PAGE OF CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

ADVANCE SECURITY INTEGRATION, LLC

Dba Security101

STATE OF CONNECTICUT

Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Francis C. DellaFera

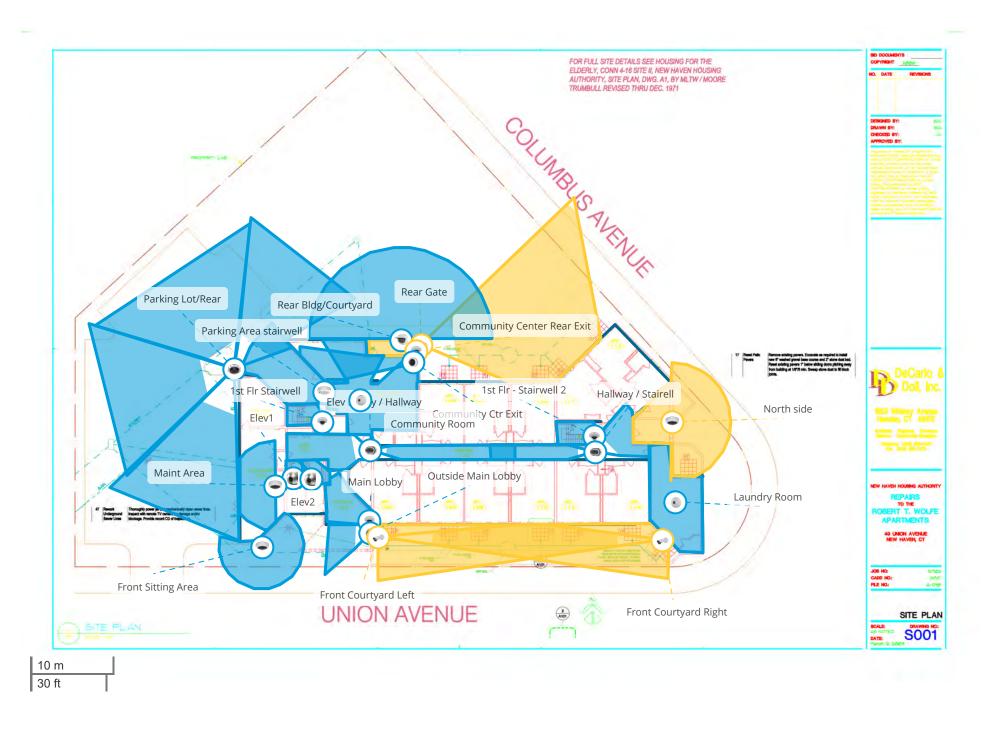
Name: Melody A. Currey

Title: Vice President of Operations

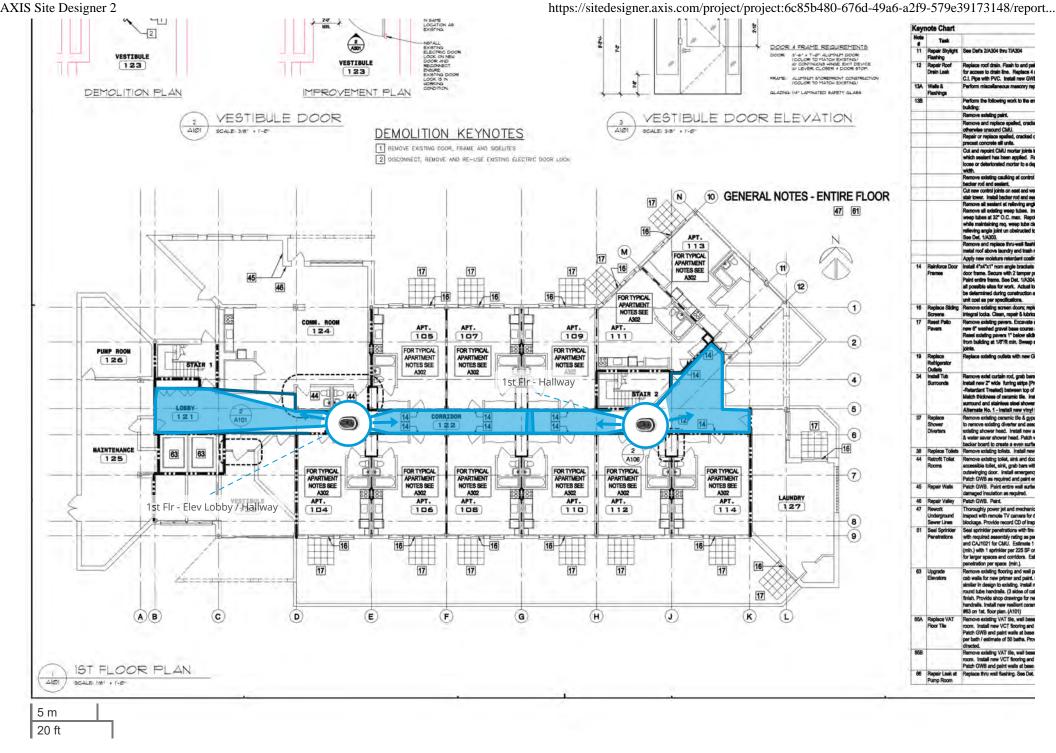
Title: Commissioner

Date: November 28, 2017

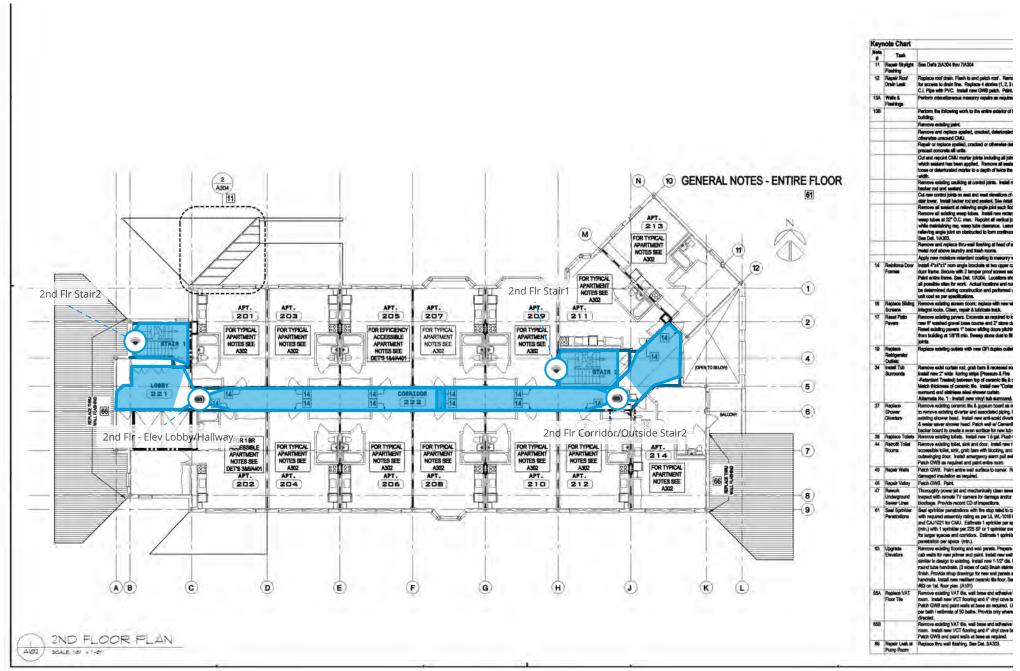
Date: <u>11/29/17</u>



1 of 1 4/5/2023, 3:45 PM

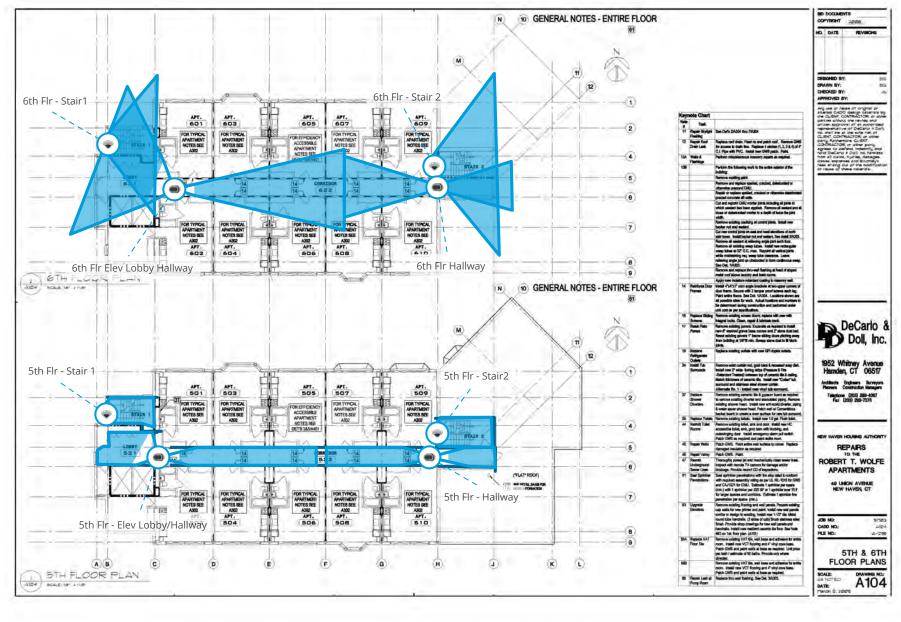


1 of 1 4/5/2023, 3:46 PM

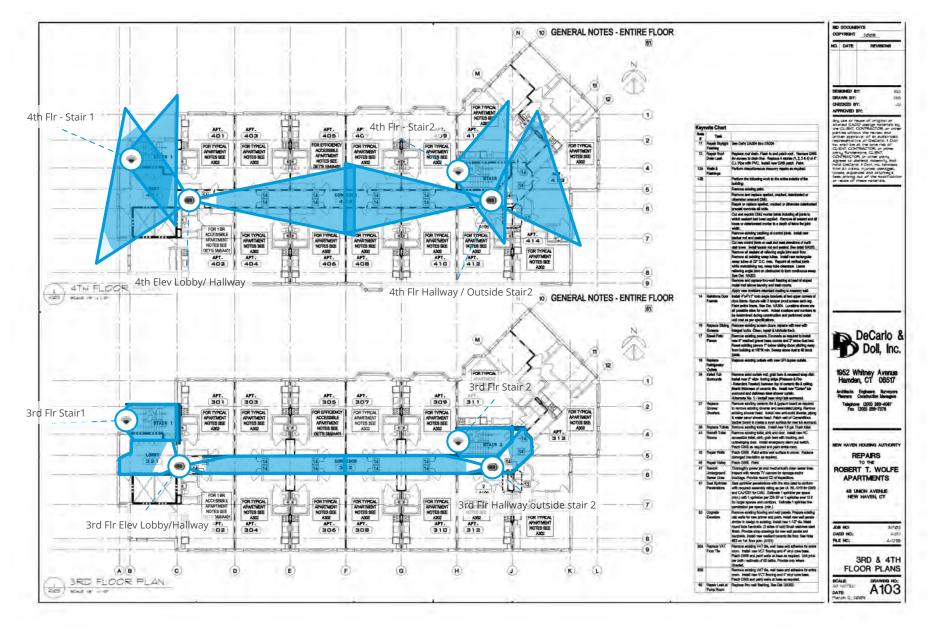


AXIS Site Designer 2

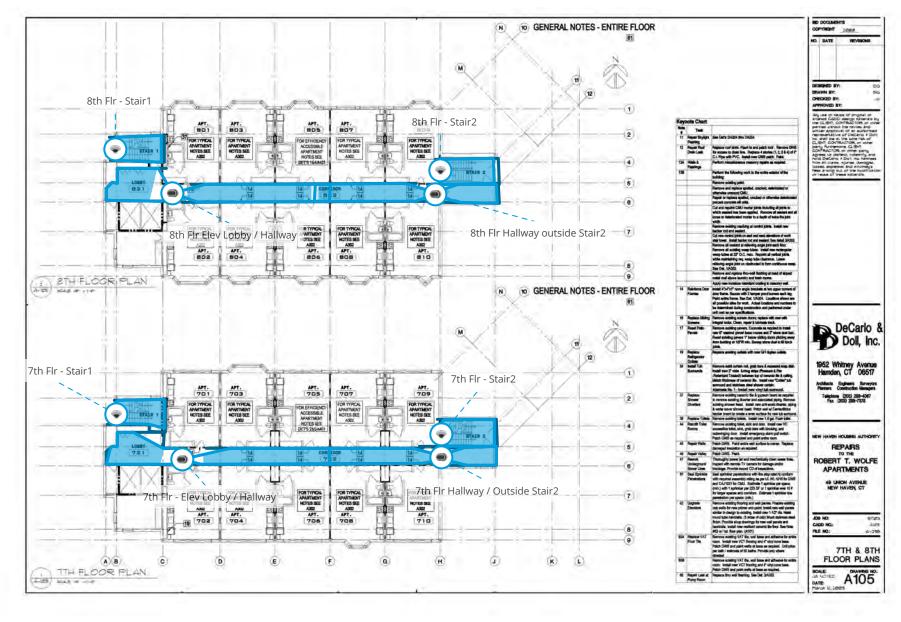
1 of 1 4/5/2023, 3:50 PM



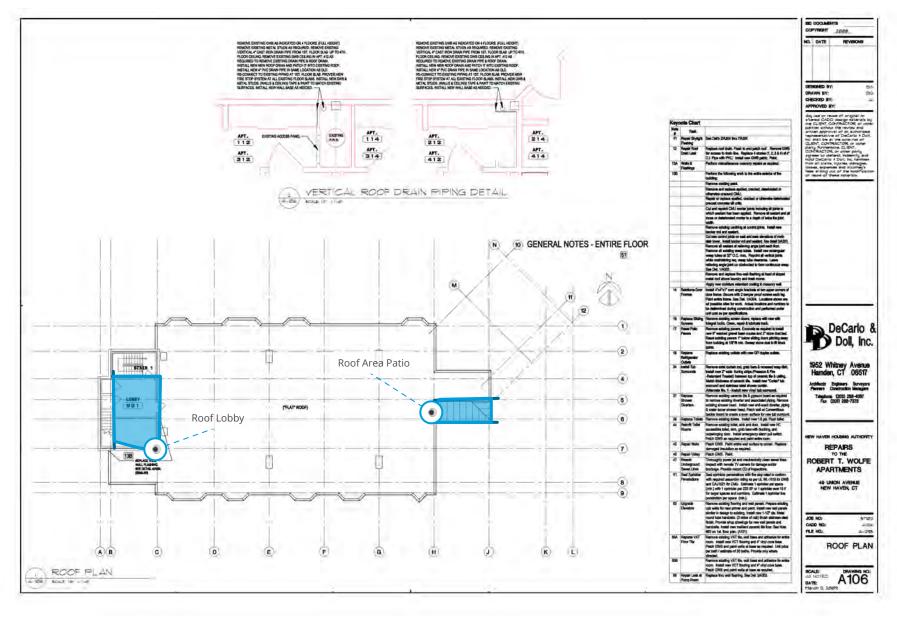
1 of 1 4/5/2023, 5:16 PM



1 of 1 4/5/2023, 5:15 PM



1 of 1 4/5/2023, 5:16 PM



1 of 1 4/5/2023, 5:17 PM

# **Robert T. Wolfe (HANH)**

**Project Location** 

#### **Robert T. Wolfe (HANH)**

49 Union Avenue New Haven, CT 06519

## **Upgrade Existing Video System (Revision) (PW)**

Proposal No.: 177221.1 Wednesday, April 5, 2023

Prepared For Michael Southam Construction Manager



Security 101 - Connecticut Advance Security Integration LLC. 158 North Main Street Southington, CT 06489

CT — Electrical: ELC.0193981-C5 | CT — Other: 6499 | MA — Electrical: 7120- C | MA — Other: SS-001792 | NJ — Alarm: 34BA00186800 | NY — Alarm: 120000299743 | RI — Alarm: 2708 | VT — Electrical: ES-05556 (7C, 7K)

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Connecticut Advance Security Integration LLC. 158 North Main Street Phone: 800-991-4170

Fax: 800-991-4172

Website: www.Security101.com

Wednesday, April 5, 2023

Michael Southam Robert T. Wolfe (HANH) 49 Union Avenue New Haven, CT 06519

Re: Upgrade Existing Video System (Revision) (PW)

Dear Michael Southam:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

In addition, upon completion of the installation, our service department staff will be ready to provide you with same day service utilizing our unique computerized dispatch system.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Fran DellaFera Operations fdellafera@security101.com Cell Phone: 860-680-7858



## **General System Description**

Proposal #177221.1 Upgrade Existing Video System (Revision)

(PW)

Proposal is based on agreed terms and conditions as specified in State of CT contract 17PSX0002. https://biznet.ct.gov/SCP Search/Default.aspxAccLast=2

\*All rates are per State of CT contract 17PSX0002 dated December 1, 2017 - December 31, 2023.

This proposal contains Security 101 proprietary information and will not be shared with any outside entity. This is a confidential, proposal between Security 101, Southington CT and HANH / The Glendower Group /

#### Overview

It is the intent of this proposal to provide a design build proposal for HANH / The Glendower Group / located at Robert T. Wolf Apartments, 49 Union Ave New Haven, CT.

Specifically, this is intended to address the installation and upgrade of the existing Analog CCTV security equipment to a new NVR and IP based camera solution.

Our scope of work represents a solution that includes installation of new cable, reuse of cable if required, conduit and necessary infrastructure to support the aforementioned security CCTV upgrade requirements and is intended to be to executed to suit the needs and requirements of the customer.

Security101 is offering Exacqvision Video integration as per the previous quoted and standardization goals as previously agreed.

This proposal takes into consideration a phased approach with some of the work performed in a pre-construction / site preparation phase, maintaining building schedules, timelines and HANH / The Glendower Group.

The project will be completed using the Security101 installers and other trades as it deems appropriate to support the installation.

Security101 will provide general contractor coordination, all planning, equipment, camera licenses, submittals, system layout, programming, testing and Factory Level Training to HANH / The Glendower Group End User staff and their designated system users.

Security101 will provide onsite pre-inspection services and representation to the HANH / The Glendower Group on matters concerning electronic security obligations to include final inspection

General Scope

Security101 to:

Replace Head End Mgmt office headend equipment, install new rack. Establish communication protocols in building. Install / replace cameras as detailed.

Security 101 to provide 60 days of retention based on 10FPS at 24 hours per day

Please reference camera layout site plan for proposed camera locations.

Proposal Does NOT include a wall mount monitor.



## **Scope of Work**

Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

## **Video System**

## **Head Ends**

#### **Exacqvision**

NVR	1	Assurance Quick Ship 12 bay 2U Rackmount Xeon Silver Processor 16GB Memory 96TB Data Storage 4-port 1GbE NIC Dual 800W PSU 5yr N (Seneca Data)
Network Switch	2	24 PORT GIGABIT GREENNET POE+SWITCH (370W) (TRENDnet)
Rack Unit	1	SMARTRACK 12U RACK ENCL. CAB (TRIPP LITE)
Accessories	9	3FT CAT 6 PATCH CABLE GREY-6PK (W BOX TECH)

#### **IP Cameras**

### **Wolf - Outside Main Lobby**

IP Exterior	1	P3268-LVE 4K OUTDOOR DOME W/IR (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### **Wolf - Union Ave - Courtyard Left**

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Exterior	1	P1465-LE 29 MM IP66/IP67 NEMA 4X (AXIS COMMUNICATIONS INC)

### **Wolf - Union Ave - Courtyard Right**

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Exterior	1	P1465-LE 29 MM IP66/IP67 NEMA 4X (AXIS COMMUNICATIONS INC)

#### Wolf - Columbus Ave - North Side



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Exterior	1	360/180 fixed dome with 12 MP sensor and support for Forensic WDR, Lightfinder and OptimizedIR illumination. Vandal-resistant casing in flat design, for outdoor or indoor installation. Provides complete 360 overview in up to 20 fps with WDR and 30 fps with WDR disabled. Dewarped panorama, quad, corner, corridor and up to four digital PTZ views. Client-side dewarping also supported. Multiple, individually configurable H.264 and Motion JPEG streams, Zipstream for reduced bandwidth and storage. Video motion detection and active tampering alarm. Supervised input / digital output for alarm / event handling. Memory card slot for optional local video storage. Power over Ethernet. Includes mounting bracket for wall or junction boxes. Midspan not included. (AXIS COMMUNICATIONS INC)

#### **Wolf - Community Ctr Rear Exit**

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Exterior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)

#### **Wolf - Rear Gate**

IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
IP Exterior	1	P1455-LE NETWORK CAMERA (AXIS COMMUNICATIONS INC)

## **Wolf - Outside Front Sitting Area 1**

IP Exterior	1	360/180 fixed dome with 12 MP sensor and support for Forensic WDR, Lightfinder and OptimizedIR illumination. Vandal-resistant casing in flat design, for outdoor or indoor installation. Provides (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Wall Mount (AXIS COMMUNICATIONS INC)
Mount #1	1	Indoor pendant kit for AXIS P32-V Series- AXIS P33/-V and AXIS Q3505-V (AXIS COMMUNICATIONS INC)

### **Wolf - Main Lobby**



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

IP Interior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

## Wolf - Elev Lobby / Hallway

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### Wolf - Hallway view / Stair (near Laundry)

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### Wolf - 1st Flr - Stairwell 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### Wolf - 1st Flr - Stairwell 2

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### **Wolf - Community Room**



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

IP Interior	1	AXIS M3068-P (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

## **Wolf - Laundry**

IP Interior	1	AXIS M3068-P (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### Wolf - Parking area stairwell/Community Ctr Exit

IP Exterior	1	360/180 fixed dome with 12 MP sensor and support for Forensic WDR, Lightfinder and OptimizedIR illumination. Vandal-resistant casing in flat design, for outdoor or indoor installation. Provides (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Indoor pendant kit for AXIS P32-V Series- AXIS P33/-V and AXIS Q3505-V, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC)
Mount #2	1	Outdoor-ready, impact resistant (IK10+) back box with sealed compartment (IP66/67) for secure storage of connectivity devices. 3/4" / M25 conduit interface from both side and back. Can be mounted directly behind a wide range of Axis network cameras. Includes a network cable and extra gaskets.  (AXIS COMMUNICATIONS INC)
Other	4	Materials: 10' Conduit Kit provided by EW

## **Wolf - Parking Lot**

IP Exterior	1	15 MP Multidirectional Camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Corner Mount (AXIS COMMUNICATIONS INC)
Mount #1	1	Aluminum wall mount for Axis fixed dome cameras (AXIS COMMUNICATIONS INC)



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

Mount Adaptor	1	Pendant Kit
		(AXIS COMMUNICATIONS INC)

## Wolf - Rear Bldg Courtyard area

IP Exterior	1	P3807-PVE 8.3MP Outdoor 4-Sensor Network Dome Camera, 180DEG, IP67 (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC)
Other	4	Materials: 10' Conduit Kit provided by EW

### **Wolf - Maintenance Shop**

IP Exterior	1	360/180 fixed dome with 12 MP sensor and support for Forensic WDR, Lightfinder and OptimizedIR illumination. Vandal-resistant casing in flat design, for outdoor or indoor installation. Provides (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC)
Other	4	Materials: 10' Conduit Kit provided by EW

## **Wolf - Rear Community Exit**

IP Exterior	1	Axis M3086-V 4MP Indoor IP Dome Camera, 2.4mm Lens (Replaces M3066-V) (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Mount #1	1	Indoor pendant kit for AXIS P32-V Series- AXIS P33/-V and AXIS Q3505-V, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC)
Mount #2	1	Outdoor-ready, impact resistant (IK10+) back box with sealed compartment (IP66/67) for secure storage of connectivity devices. 3/4" / M25 conduit interface from both side and back. Can be mounted directly behind a wide range of Axis network cameras. Includes a network cable and extra gaskets.  (AXIS COMMUNICATIONS INC)



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

Other 4
---------

#### **Wolf Elevator1**

IP Interior	1	AXIS P9106-V WHITE (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Protocol Convertor	1	NITEK EL1551U IP Cameras over 2 pr UTP System w/POE Injector - up to 1,960 feet (Transmitter & Receiver) (NITEK)
Accessory	1	NITEK EL1500CW Outdoor IP Cameras over Coax System w/PoE - up to 1,640 feet (Transmitter in weatherproof case). (NITEK)

#### **Wolf Elevator2**

IP Interior	1	AXIS P9106-V WHITE (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Protocol Convertor	1	NITEK EL1551U IP Cameras over 2 pr UTP System w/POE Injector - up to 1,960 feet (Transmitter & Receiver) (NITEK)
Accessory	1	NITEK EL1500CW Outdoor IP Cameras over Coax System w/PoE - up to 1,640 feet (Transmitter in weatherproof case). (NITEK)

#### 1st Floor Elv Lobby/Corridor

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### 2nd Floor Elv Lobby/Corridor

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### **3rd Floor Elv Lobby/Corridor**



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

## 4th Floor Elv Lobby/Corridor

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### **5th Floor Elv Lobby/Corridor**

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### 6th Floor Elv Lobby/Corridor

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### 7th Floor Elv Lobby/Corridor

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 8th Floor Elv Lobby/Corridor

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **1st Floor Corridor/Outside Stair2**

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

#### 2nd Floor Corridor/Outside Stair2

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **3rd Floor Corridor/Outside Stair2**

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 4th Floor Corridor/Outside Stair2

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **5th Floor Corridor/Outside Stair2**

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **6th Floor Corridor/Outside Stair2**

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 7th Floor Corridor/Outside Stair2

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### 8th Floor Corridor/Outside Stair2

IP Interior	1	2x2MP Dual Sensor 360Deg IR camera
		(AXIS COMMUNICATIONS INC)



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

IP Camera License	1	exacqVision IP Camera license (FXACO TECHNOLOGIES)
		(EXACQ TECHNOLOGIES)

#### 2nd Floor Stair 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### **3rd Floor Stair 1**

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 4th Floor Stair 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 5th Floor Stair 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 6th Floor Stair 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING
		(AXIS COMMUNICATIONS INC)

#### 7th Floor Stair 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 8th Floor Stair 1

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 2nd Floor Stair 2

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### **3rd Floor Stair 2**

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 4th Floor Stair 2



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

## **5th Floor Stair 2**

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

## 6th Floor Stair 2

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

#### 7th Floor Stair 2

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)
Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING (AXIS COMMUNICATIONS INC)

## 8th Floor Stair 2

IP Interior	1	M3086-V W/DLPU IK08 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)



Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

Accessory	1	TM3812 TAMPER-RESISTANT COVER 4PK ACCESSORY CASING
		(AXIS COMMUNICATIONS INC)

## **Roof Area - lobby**

IP Interior	1	IP Fixed Dome Camera 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

#### **Roof Area - Patio**

IP Interior	1	IP Fixed Dome Camera 4MP (AXIS COMMUNICATIONS INC)
IP Camera License	1	exacqVision IP Camera license (EXACQ TECHNOLOGIES)

### **Additional Items**



#### **Clarifications**

Proposal #177221.1 Upgrade Existing Video System (Revision)

(PW)

Exceptions / ClarificationsSecurity101 is not responsible for existing cabling to be reused.

\*\*\*\*Proposal is based on PREVAILING WAGE.Per PW, State of CT, CT20230023 dated 2/10/2023

PW breakout per customer request:

ı	Pervailage W	Pervailage Wage Calcu		
Labor Breakdown Prevailing Wage	PW Wa	age Breakout		
Base Electrical Worker <b>\$40.60</b> , <b>\$32.21</b> +3%	\$	73.78		
FICA	\$	5.64		
FUTA	\$	0.59		
SUTA (State unemployment tax)	\$	1.99		
Health Fund	\$	-		
General Liability	\$	2.14		
Commercial Auto	\$	2.43		
Umbrella	\$	1.55		
Professional Liability Insurance	\$	2.14		
Workmens Comp Insurance	\$	1.99		
Pension 401 match	\$	2.95		
Apprentice Fund	\$	-		
Annuity Fund	\$	-		
Security Certification Training and certification	\$	0.59		
Safety Training	\$	0.74		
Paid Holidays	\$	1.84		
Paid Sick and Vacation	\$	5.53		
Vehicle Expense	\$	10.70		
Sub Total Cost	\$	114.62		
Over Head and Profit 15%		\$ 131.81		

Security101 is charging a PW rate of \$130.00 per hour

Working hours are Monday – Friday 7:00am – 5:00pm; overtime or shift work pricing is not reflected in this quotation.

Security101 has based this proposal off of site visits and HANH provided site drawings. Security101 has made assumptions on existing cable path conditions. If existing cable that is to be reused is found to be defective, a change order for new cabling will be presented.

The HANH / Glendower Group, to identify authorized party(s) to provide direction, approvals, sign-off on authorization to proceed; presents Owner direct input to include System Training and Network Support Requirements

This quote assumes NO confined space will be accessed Building as part of this project (if required).

Acceptance of submittals, shop drawings, schedules, and look ahead documents will be considered approval to work; any work stoppages resulting in demobilization may resulting in loss time charges

Security101 has carried all PoE and Injectors as required to support its supplied device including cameras (if required)

Security 101 to provide initial "rough" aiming, for customer to sign off on views at 2nd trip to camera

Warranty is limited to new equipment supplied by Security101 under this proposal/contract

Any re-purposed equipment is assumed to be in good working order and are suitable for intended application, installation location and desired video coverage or other security functionality.

No external broadband has been including in this proposal; external ISP Upload / Download speeds and any remote connectivity is the responsibility of others. Security101 can provide guidance and recommendation on system requirements

Proposal includes City / State Permits.

Proposal does not include Special Inspections, Regulatory Reviews - fees will be added to the project as applicable

Quotation is based on non-union union technicians providing Support, Programming, Testing, and Training

Out of sequence work and accelerations may impact project estimates and require project change orders for additional costs

Substantial completion and final completion shall be defined as system power up, operation and beneficial use and excludes any issues with Broadband or Source Providers (i.e. Satellite or Hard-Wired Cable Television providers) or existing System Software or Hardware

Payment Terms is due Net30 on receipt of invoice



## **Clarifications (cont.)**

Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

The HANH / Glendower Group / to provide:

- 1. 110VAC Power including identification of available sub panels and open breakers for 110VAC Electrical Power in areas as required by Security101
- 2. Workstations, Network Switches, Backbone and Connectivity as needed to extend beyond the base security infrastructure.
- 3. IP addresses, naming conventions, logon credentials as required by owner prior to project commencement.
- 4. Free and clear access to work areas, raceways, and network and utility locations as required to complete scope of work.
- 5. Trash receptacle for Security 101 to remove daily trash and work site debris provided by owner
- 6. Location for equipment staging, materials storage container, and PM coordination (if needed)
- 7. List of "need-to-know" parties
- 8. Final mounting heights prior to installation for Security101 review and approval
- 9. Network connection to owner headend as per the owner
- 10. Access to all basements, hand holes, junction boxes as required.
- 11. Direction on communication to residents.
- 12. Any required escorts, to include maintenance, security or police escorts if required

#### System Programming

A. Owner / End User Training is limited to (1) Two-hour session and (1) One Hour Technical for designated system users and maintenance personnel. Scheduling to be coordinated in advance.

- B. Security 101 will provide HANH / The Glendower Group / with a project questionnaire for data collection of project information prior to provide start data to include:
  - Project Contact
  - System Users
  - Final Names
  - IP Addresses
  - Naming Conventions
  - Frame Rates (60 days of retention based on 10FPS at 24 hours per day)
  - Resolution
  - Archival Period
  - Any required password(s)



# **Financial Summary**

Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

Bill to: The Glendower Group (HANH)

360 Orange Street P.O. Box 1912

New Haven, CT 06511

Ship to: Attn: Michael Southam Robert T. Wolfe (HANH) 49 Union Avenue New Haven, CT 06519

Video System TOTALS	
INSTALLATION	\$88,281.90
EQUIPMENT	\$78,639.54
TOTAL INVESTMENT	\$166,921.44

GRAND TOTA	LS
INSTALLATION	\$88,281.90
EQUIPMENT	\$78,639.54
TOTAL INVESTMENT	\$166,921.44



## **Terms & Conditions**

Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

Per agreed to terms and conditions under contract# 17PSX0002

https://biznet.ct.gov/SCP\_Search/ContractDetail.aspxID=18991

**Video System Terms & Conditions** 



## **Acceptance**

Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

For the amount of **\$166,921.44** (tax not included)
This proposal dated Wednesday, April 5, 2023 is valid until Sunday, June 4, 2023

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Seller's performance or obligations herein. In the event of any delays or adverse impacts, Seller reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

Supply Chain Delays and Vendor Price Increases: Security 101 cannot be responsible for delays caused by supply chain delays or COVID-related delays. Prices may be increased by vendors/manufacturers requiring adjustments to the proposal price.

#### **Payment Terms**

Progress Billing - 30/30/30/10

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

#### Licenses

CT — Electrical: ELC.0193981-C5   CT — O 34BA00186800   NY — Alarm: 1200002997		– Electrical: 7120- C   MA — Other: SS-001792   2708   VT — Electrical: ES-05556 (7C, 7K)	NJ — Alarm:
Robert T. Wolfe (HANH)		Security 101 - Connecticut	
Authorized Customer Signature	(date)	Authorized Security 101 Signature	(date)
Printed Name		Printed Name	
Title		Title	



# **Acceptance (cont.)**

Proposal #177221.1 Upgrade Existing Video System (Revision) (PW)

\_\_\_\_

Purchase Order Number

#### **MEMORANDUM**

TO: Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: RESOLUTION AUTHORIZING A PREDEVELOPMENT LOAN AGREEMENT

BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN (THE "AUTHORITY") AND THE GLENDOWER GROUP, INC. OR AN AFFILIATE THEREOF FOR CERTAIN QUALIFIED PREDEVELOPMENT EXPENSES FOR ST. LUKES REDEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$1,237,610 FOR THE

PERIOD COMMENCING JUNE 1, 2023, AND ENDING DECEMBER 31, 2024

ACTION: Recommend that the Board of Commissioners adopt Resolution #05-34/23-R

TIMING: Immediately

DISCUSSION: The Housing Authority of the City of New Haven d/b/a Elm City Communities ("ECC") hereby

request authorization from the Board of Commissioners to make ratify predevelopment loan in the amount of \$1,237,610 to carry out the redevelopment of approximately 55 units known as the St. Luke Redevelopment ("Project") which is inclusive mixed-used and commercial space. Glendower will enter into a Predevelopment Loan that sets forth the terms and condition for repayment of the predevelopment loan by the Owner upon the earlier of: (i) the financial closing

for the Project; or (ii) December 31, 2024, whichever occurs sooner.

The obligation of Glendower to repay the Predevelopment Loan shall be evidenced by a Predevelopment Note. Owner's liability under such note shall only extend to its interest in the Project Documents as assigned to the Authority pursuant to the Assignment of Project Documents and Consent to Assignment of Contract, except with respect to certain enumerated carve-outs for fraud and misrepresentation. Each contractor paid from the loan funds must consent to the assignment to the Authority of its contract with the Developer or the Owner. Contractor agrees to recognize, honor and be bound by the terms, provisions and conditions of the Assignment.

This resolution is seeking ratification for a predevelopment loan for an amount of \$1,237,610 which will be pay by the Owner upon the earlier of: (i) the financial closing for St. Luke; or (ii)

December 31, 2024.

FISCAL IMPACT: \$1,237,610 to be paid on financial closing

SOURCE OF FUNDS: MTW

STAFF: Edward LaChance, Vice President

#### **ELM CITY COMMUNITIES**

#### Housing Authority of the City of New Haven

Resolution #05-34/23-R

RESOLUTION AUTHORIZING A PREDEVELOPMENT LOAN AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN (THE "AUTHORITY") AND THE GLENDOWER GROUP, INC. OR AN AFFILIATE THEREOF FOR CERTAIN QUALIFIED PREDEVELOPMENT EXPENSES FOR ST. LUKES REDEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$1,237,610 FOR THE PERIOD COMMENCING JUNE 1, 2023 AND ENDING DECEMBER 31, 2024

**WHEREAS,** The Housing Authority of the City of New Haven d/b/a Elm City Communities ("ECC") hereby request authorization from the Board of Commissioners to make an interim predevelopment loan in the amount of \$1,237,610 to carry out the redevelopment of the St. Luke's redevelopment ("the Project"); and

**WHEREAS,** Glendower will enter into a Predevelopment Loan that sets forth the terms and condition for repayment of the predevelopment loan by the Owner upon the earlier of: (i) the financial closing for the Project; or (ii) December 31, 2024; and

**WHEREAS,** the Glendower instrumentality will serve as Co-Developer and has or will establish an owner entity to own the improvements and shall ground lease the property from ECC; and

**WHEREAS**, the obligation of Glendower to repay the Predevelopment Loan shall be evidenced by a Predevelopment Note. Owner's liability under such note shall only extend to its interest in the Project Documents as assigned to the Authority pursuant to the Assignment of Project Documents and Consent to Assignment of Contract, except with respect to certain enumerated carve-outs for fraud and misrepresentation; and

**WHEREAS**, each contractor paid from the loan funds must consent to the assignment to the Authority of its contract with the Developer or the Owner. Contractor agrees to recognize, honor and be bound by the terms, provisions and conditions of the Assignment; and

**WHEREAS**, this resolution is seeking authorization for a predevelopment loan for an amount of \$1,237,610 which will be paid by the Owner upon the earlier of: (i) the financial closing for the Project; or (ii) December 31, 2024;

WHEREAS, the Authority will be reimbursed the full predevelopment loan upon the financial closing.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that:

- 1. The Pre-development Loan Agreement between the Authority and the Developer in an amount of not to exceed \$1,237,610 for the period commencing June 1, 2023 and ending upon the earlier of: (i) the financial closing for the Project; or (ii) December 31, 2024 is hereby ratified and approved.
- 2. The President be and is hereby authorized to take any and all such action and execute such documents as necessary to effectuate the terms and conditions of this Resolution.
- 3. This Resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

\_\_\_\_\_

	Karen DuBois-Walton, Ph. D. President
	Date
REVIEWED: MCCARTER & ENGLISH, LLP GENERAL COUNSEL	
By:	
Rolan Joni Young, Esq.	
A Partner	

St. Luke's	TO BE PAID AT CLOSING
Architect	\$535,950
Cost Estimating	\$12,000
Engineering	\$70,000
Surveys	\$10,165
Legal	\$100,000
Appraisal	\$18,500
Relocation	\$115,000
Enviro Studies	\$95,000
Syndication Fees	\$83,250
Tax Credit Fees	\$97,745
Soft Contingency	\$100,000
TOTAL USES	\$1,237,610

**EXHIBIT A:** 

**BUDGET FOR ST. LUKE'S** 

PREDEVELOPMENT

#### **MEMORANDUM**

TO: Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, President

RE: Authorizing Contract with 22nd Century Technologies, Inc for Temporary Staffing for

several positions to include Administrative, Maintenance and Higher-Level Staffing services

to HANH, Glendower and 360 Management Group for 1 year with an option for 4 additional one-year extensions. The amount of the contract is not to exceed \$1,102,894.00

beginning May 17, 2023 through May 16, 2024

ACTION: Recommend that the Board of Commissioners Adopt Resolution # 05-35/23-R

TIMING: Immediately

BACKGROUND: In the performance of its daily operations, HANH/ECC may need the assistance of temporary

administrative, maintenance and higher level employees to work in the various departments throughout ECC to fill in on an on needed basis to cover employee's absences due to FMLA,

Workman's compensation or when needed to fill for special projects.

On February 27, 2023 HANH solicited seal bids for Temporary services to secure pricing for job titles for Administrative, Maintenance and higher-level positions. The bids were due March 23,

2023 at 3:00pm.

HANH received 4 sealed bids from the following bidders:

- 22<sup>nd</sup> Century Technologies, Inc.
- Reitman Personnel
- Sedor Engineering, LLC
- Infojini, Inc.

HANH has reviewed the bids, and request Board of Commissioners approval for a contract with 22<sup>nd</sup> Century Technologies, Inc for 1 year commencing on May 17, 2023 through May 16, 2024 with 4 one-year options to renew in an amount not to exceed \$1,102,894.00.

In accordance with resolution 06-71/04/R approved by the Board of commissioners on July 24, 2001, all contracts greater than \$50,000.00 must be approved by the Commission prior to execution. HANH staff is recommending that the Board of Commissioners approve the contract for Temporary Staffing Services with 22<sup>nd</sup> Century Technologies, Inc in the amount not to exceed \$1,102,894.00 for a period of one year with a 4 (1) year renewal options.

FISCAL IMPACT: \$1,102,894.00 Not to exceed

STAFF: Iris M. Collazo, VP of Administration

# **ELM CITY COMMUNITIES Housing Authority of The City of New Haven**

#### **RESOLUTION # 05-35/23-R**

Authorizing Contract with 22nd Century Technologies, Inc for Temporary Staffing for several positions to include Administrative, Maintenance and Higher-Level Staffing services to HANH, Glendower and 360 Management Group for 1 year with an option for 4 additional one-year extensions. The amount of the contract is not to exceed \$1,102,894.00 beginning May 17, 2023 through May 16, 2024

WHEREAS, In the performance of its daily operations, HANH/ECC may need the assistance of temporary administrative, maintenance and higher level employees to work in the various departments throughout ECC to fill in on an on needed basis to cover employee's absences due to FMLA, Workman's compensation or when needed to fill for special projects; and

WHEREAS, On February 27, 2023 HANH solicited seal bids for Temporary services to secure pricing for job titles for Administrative, Maintenance and higher-level positions; and

WHEREAS, The bids were due March 23, 2023 at 3:00pm; and

WHEREAS, HANH received 4 sealed bids from the following bidders: 22<sup>nd</sup> Century Technologies, Inc., Reitman Personnel, Sedor Engineering, LLC and Infojini, Inc; and

WHEREAS, HANH has reviewed the bids, and request Board of Commissioners approval for a contract with 22<sup>nd</sup> Century Technologies, Inc for 1 year commencing on May 17, 2023 through May 16, 2024 with 4 one-year options to renew in an amount not to exceed \$1,102.894.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE. BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. The contract with 22<sup>nd</sup> Century Technologies, Inc for Temporary Services commencing on May 17, 2023 and ending on May 16, 2024 for a total contract not-to-exceed amount of \$1,102,894.00 be and hereby is authorized.
- 2. The President be and hereby is authorized, empowered, and directed to execute and deliver the agreement, in substantially the form as attached hereto, and to take any and all such actions as are necessary or appropriate or ancillary thereto.
- 3. This resolution shall take place immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President
	Date
REVIEWED: MCCARTER & ENGLISH LLP GENERAL COUNSEL	
By:	

#### **MEMORANDUM**

TO: Board of Commissioners

**DATE:** May 16, 2023

FROM: Karen DuBois-Walton, President

**RE:** Authorizing Contract with Reitman Personnel for Temporary Staffing for several positions

to include Administrative, Maintenance and Higher-Level Staffing services to HANH, Glendower and 360 Management Group for 1 year with an option for 4 additional one-year extensions. The amount of the contract is not to exceed \$1,249,807.00 beginning May 17,

2023 through May 16, 2024

ACTION: Recommend that the Board of Commissioners Adopt Resolution # 05-36/23-R

TIMING: Immediately

BACKGROUND: In the performance of its daily operations, HANH/ECC may need the assistance of temporary

administrative, maintenance and higher level employees to work in the various departments throughout ECC to fill in on an on needed basis to cover employee's absences due to FMLA,

Workman's compensation or when needed to fill for special projects.

On February 27, 2023 HANH solicited seal bids for Temporary services to secure pricing for job titles for Administrative, Maintenance and higher-level positions. The bids were due March 23, 2023 at 3:00pm.

HANH received 4 sealed bids from the following bidders:

- 22<sup>nd</sup> Century Technologies, Inc.
- Reitman Personnel
- Sedor Engineering, LLC
- Infojini, Inc.

HANH has reviewed the bids, and request Board of Commissioners approval for a contract with Reitman Personnel for 1 year commencing on May 17, 2023 through May 16, 2024 with 4 one-year options to renew in an amount not to exceed \$1,249,807.00.

In accordance with resolution 06-71/04/R approved by the Board of commissioners on July 24, 2001, all contracts greater than \$50,000.00 must be approved by the Commission prior to execution. HANH staff is recommending that the Board of Commissioners approve the contract for Temporary Staffing Services with Reitman Personnel in the amount not to exceed \$1,249,807.00 for a period of one year with a 4 (1) year renewal options.

Fiscal Impact: \$1,249,807.00 Not to exceed

Staff: Iris M. Collazo, VP of Administration

# **ELM CITY COMMUNITIES Housing Authority of The City of New Haven**

#### **RESOLUTION** # 05-36/23-R

Authorizing Contract with Reitman Personnel for Temporary Staffing for several positions to include Administrative, Maintenance and Higher-Level Staffing services to HANH, Glendower and 360 Management Group for 1 year with an option for 4 additional one-year extensions. The amount of the contract is not to exceed \$1,249,807.00 beginning May 17, 2023 through May 16, 2024

WHEREAS, In the performance of its daily operations, HANH/ECC may need the assistance of temporary administrative, maintenance and higher level employees to work in the various departments throughout ECC to fill in on an on needed basis to cover employee's absences due to FMLA, Workman's compensation or when needed to fill for special projects; and

WHEREAS, On February 27, 2023 HANH solicited seal bids for Temporary services to secure pricing for job titles for Administrative, Maintenance and higher-level positions; and

WHEREAS, The bids were due March 23, 2023 at 3:00pm; and

WHEREAS, HANH received 4 sealed bids from the following bidders: 22<sup>nd</sup> Century Technologies, Inc., Reitman Personnel, Sedor Engineering, LLC and Infojini, Inc; and

WHEREAS, HANH has reviewed the bids, and request Board of Commissioners approval for a contract with Reitman Personnel for 1 year commencing on May 17, 2023 through May 16, 2024 with 4 one-year options to renew in an amount not to exceed \$1,249,807.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE. BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. The contract with Reitman Personnel for Temporary Services commencing on May 17, 2023 and ending on May 16, 2024 for a total contract not-to-exceed amount of \$1,249,807.00 be and hereby is authorized.
- 2. The President be and hereby is authorized, empowered, and directed to execute and deliver the agreement, in substantially the form as attached hereto, and to take any and all such actions as are necessary or appropriate or ancillary thereto.
- 3. This resolution shall take place immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, Ph. D. Secretary/President
	Date
REVIEWED: MCCARTER & ENGLISH LLP GENERAL COUNSEL	
By:, Rolan Joni Young, Esq. A Partner	

#### **MEMORANDUM**

TO: Board of Commissioners

DATE: May 16, 2023

FROM: Karen DuBois-Walton, President

RE: Approval To Correct The Fiscal Impact On Resolution #09-81/20-R With Corporate Benefits

Consultants For Broker/Agent of Record / Consultant Services To Reflect \$90,000

ACTION: Recommend that the Board of Commissioners adopt Resolution # 05-37/23-R

TIMING: Immediately

DISCUSSION: On September 15, 2020 the board approved a contract via Resolution # 09-81/20-R with

Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services for HANH's Medical, Prescription Drug Coverage, Vision Care, and Dental Care, Life Insurance, STD, LTD and AD & D for a period of three (3) years beginning on October 1, 2020 and ending on September 30, 2023, with a two year option to renew. Corporate Benefit Consultants proposed a Non-Standard Fee of \$2,500 a month payable by ECC/HANH for Medical Services to equal \$30,000 per year and a commission-based fee schedule payable by the insurance carriers for the

Dental, Vision, Life Insurance, STD, LTD and AD & D.

The resolution's fiscal impact was incorrect. The amount approved was \$30,000 for the three

years and it should have reflected \$90,000.

This resolution is requesting the approval to correct the fiscal impact on Resolution # 09-81/20-R

to reflect \$90,000.

In accordance with resolution 06-71/04/R approved by the Board of commissioners on July 24, 2001, all contracts greater than \$50,000.00 must be approved by the Commission prior to

execution. HANH staff is recommending that the Board of Commissioners approve the correction

to Resolution # 09-81/20-R to reflect \$90.000.

FISCAL IMPACT: \$90,000 available in the Operating Budget

STAFF: Iris M. Collazo, Vice President of Administration

# **ELM CITY COMMUNITIES Housing Authority of The City of New Haven**

#### **RESOLUTION # 05-37/23-R**

Approval To Correct The Fiscal Impact On Resolution #09-81/20-R With Corporate Benefits Consultants For Broker/Agent of Record /Consultant Services To Reflect \$90,000

WHEREAS, On September 15, 2020 the board approved a contract via Resolution # 09-81/20-R with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services for HANH's Medical, Prescription Drug Coverage, Vision Care, and Dental Care, Life Insurance, STD, LTD and AD & D for a period of three (3) years beginning on October 1, 2020 and ending on September 30, 2023, with a two year option to renew; and

WHEREAS, Corporate Benefit Consultants proposed a Non-Standard Fee of \$2,500 a month payable by ECC/HANH for Medical Services to equal \$30,000 per year and a commission-based fee schedule payable by the insurance carriers for the Dental, Vision, Life Insurance, STD, LTD and AD & D; and

WHEREAS, The resolution's fiscal impact was incorrect. The amount approved was \$30,000 for the three years and it should have reflected \$90,000 with two one-year options to renew; and

WHEREAS, HANH recommends correction of the fiscal impact on Resolution # 09-81/20-R with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services to reflect the \$90,000; and

WHEREAS, In accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution.

NOW, THEREFORE, BE IT RESOLVED BY THE. BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. Correction to the fiscal impact on Resolution # 09-81/20-R with Corporate Benefits Consultants for Broker / Agent of Record / Consultant Services reflecting \$90,000 be and hereby is authorized.
- 2. The President be and hereby is authorized, empowered, and directed to execute and deliver the agreement, in substantially the form as attached hereto, and to take any and all such actions as are necessary or appropriate or ancillary thereto.
- 3. This resolution shall take place immediately.

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on September 15, 2020.

	Karen DuBois-Walton, Ph.D.
	Secretary/President
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP	
GENERAL COUNSEL	
By:	_
Rolan Joni Young, Esq.	
A Partner	

#### **MEMORANDUM**

TO: Board of Commissioners

DATE: May 16, 2023

FROM: Karen DuBois-Walton, President

RE: Resolution Authorizing The Memorandum Of Agreement With Leadership, Education And

Athletics In Partnership, Inc. ("LEAP") To Establish A Use Agreement For 74 Wayfarer Street Beginning June 5, 2023 And Ending August 5, 2023 To House LEAP, Inc. Summer Youth Counselors Providing Service To ECC/HANH Youth Residing At Westville Manor

**ACTION:** Recommend that the Board of Commissioners Approve Resolution # 05-38/23-R

**TIMING:** Immediately

**DISCUSSION:** Historically, HANH had partnership with LEAP, Inc. to provide youth programming for

ECC/HANH youth at selected sites. HANH has provided summer housing for youth counselors

in exchange for free summer programming for ECC/HANH youth at selected sites.

HANH was requested by LEAP Inc. regarding the need for summer housing beginning on June 5, 2023 at Westville Manor housing development. In an effort to be responsive, HANH identified an appropriate unit and executed a use agreement with LEAP, Inc. and now seeks ratification of

those actions.

HANH seeks ratification of the Memorandum of Agreement with Leadership, Education and Athletics in Partnership, Inc. establishing a use agreement for 74 Wayfarer Street for the period

beginning June 5, 2023 and ending August 5, 2023.

FISCAL IMPACT: NONE

STAFF: Gary Hogan, Vice President of Operations

# ELM CITY COMMUNITIES Housing Authority of The City of New Haven

#### **RESOLUTION # 05-38/23-R**

Resolution Authorizing The Memorandum Of Agreement With Leadership, Education And Athletics In Partnership, Inc. ("LEAP") To Establish A Use Agreement For 74 Wayfarer Street Beginning June 5, 2023 And Ending August 5, 2023 To House LEAP, Inc. Summer Youth Counselors Providing Service To ECC/HANH Youth Residing At Westville Manor

WHEREAS, LEAP has previously provided summer camp programming to ECC/HANH youth in exchange for free summer housing for youth counselors; and

WHEREAS, it is a benefit to ECC/HANH youth to participate in summer programming and build relationships with counselors who reside in the community; and

WHEREAS, ECC/HANH has identified an appropriate unit at 74 Wayfarer Street for use from June 5, 2023 through August 5, 2023; and

WHEREAS, ECC/HANH recommends entering into a Memorandum of Agreement establishing a use agreement with LEAP.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN THAT:

- 1. The Memorandum of Agreement with Leadership, Education and Athletics in Partnership, Inc. establishing a use agreement for 74 Wayfarer Street beginning June 5, 2023 and ending August 5, 2023 is authorized and the President be and hereby is authorized, empowered and directed to act on behalf of HANH to take all such actions as are necessary or appropriate to cause to be prepared, execute and finalize, upon such terms as the President deems necessary and appropriate and in the best interest of HANH, the agreement contemplated hereby.
- 2. The Executive Director-President be and hereby is authorized, empowered and directed to execute and deliver an agreement and expend the authorized funds.
- 3. The Executive Director-President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4. The resolution shall take effect immediately.

I hereby certify that he above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which quorum was present May 16, 2023.

	Karen DuBois-Walton, Ph.D. Secretary/President
	Date
REVIEWED:	
MCCARTER & ENGLISH LLP	
GENERAL COUNSEL	
By:	_
Rolan Joni Young, Esq.	
Partner	

### MEMORANDUM OF AGREEMENT RE: 74 WAYFARER STREET NEW HAVEN, CONNECTICUT 06511

# THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN and

Leadership, Education, and Athletics in Partnership, Inc. ("LEAP")

#### **DOCUMENT ORGANIZATION**

I. PURPOSE	1
II. AGREEMENT SCOPE	
III. AGREEMENT ADMINISTRATION	1
IV. AGREEMENT TERMS	
V. GENERAL PROVISIONS	
Exhibit A – Description of the Services	
Exhibit B – Operating Hours	
Exhibit C – Rules and Regulations	
Schedule 1 – HANH Developments for Provision of Services	
Schedule 2 – Acceptable Uses of HANH Space	

#### I.PURPOSE

- **I.A.** The purpose of this agreement (the "Agreement") is to establish a use agreement by and between the Leadership, Education, and Athletics in Partnership, Inc., a Connecticut non-stock corporation with an address at 31 Jefferson Street, New Haven, Connecticut 06511 ("LEAP") and the Housing Authority of the City of New Haven ("HANH") (d/b/a Elm City Communities) a public body corporate and politic organized and existing pursuant to Chapter 128 of Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, CT 06510, for the use by LEAP of Unit (the "Premises") are the HANH owned real property located at 74 Wayfarer Street, New Haven, CT 06511 (the "Property").
- **I.B.** The Premises shall serve as residential housing for LEAP's Senior Youth Counselors in connection with the administration and implementation of LEAP's Social and Academic Enrichment Program for youth and residents at HANH owned or controlled developments listed in Schedule 1 attached hereto ("HANH Developments"). In exchange for the use of the Premises, HANH wishes LEAP to provide, and LEAP wishes to provide certain services at the HANH controlled developments, which services are more particularly described hereinbelow.

#### II. AGREEMENT SCOPE

**II.A.** The Agreement concerns the use by LEAP of the Premises located at the Property and the provision by LEAP of the Services at HANH Developments.

#### III. CONTACT PERSONS

ECC/HANH'S President will appoint a staff representative(s) to serve as the contact person for this Agreement.

LEAP will appoint 2 (two) Representatives to serve as the contact persons for this Agreement.

- **IV. AGREEMENT TERMS**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HANH and LEAP hereby agree as follows:
- **IV.A. Premises.** HANH hereby grants LEAP the right to use and occupy the Premises for the purpose of providing the services more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Services"). The right use and occupy the Premises is granted to LEAP "as is", and "with all defects" and HANH makes no representations or warrantees as to the condition or habitability of the Premises or the suitability of the Premises for LEAP's intended purposes or for any other purposes.
- **IV.B. Term.** The term of this Agreement (the "Term") shall commence as of June 5, 2023 (the "Commencement Date") and shall end on August 5, 2023 or such earlier date pursuant to the termination provisions set forth herein (the "Termination Date"). In the event the Premises becomes uninhabitable or is otherwise not usable for its intended purposes, this Agreement shall terminate.

#### **IV.C. Renewal of Agreement.** This agreement in non-renewable.

- **IV.D.** Use. LEAP shall use and occupy the Premises solely as residential housing for LEAP's Senior Youth Counselors as set forth in Section I.B. of this Agreement. LEAP shall provide the Services at HANH Developments during the agreed upon operating hours ("Operating Hours") as described in Exhibit B attached hereto, which Services shall be coordinated by LEAP at no cost to HANH; the Premises shall not be used for any other purposes whatsoever without the prior written consent of HANH. All groups including LEAP shall abide by the Acceptable Uses of HANH Space as outlined in Schedule 2 attached hereto. LEAP shall provide the following as part of its use of the Premises:
  - a. LEAP shall monitor the activities and services provided by LEAP staff and submit a monthly certification to HANH certifying that LEAP is providing services that benefit HANH residents in accordance with Exhibit A attached hereto.
  - b. LEAP shall schedule and coordinate use of space at the Premises and at HANH Developments where LEAP is providing the Services by LEAP staff; including, as applicable, opening and closing the on-site facilities during normal business hours or coordinating with HANH staff opening and closing the facilities;
  - c. LEAP shall implement a sign-in procedure for all activities and make the same available for HANH review;

d. LEAP shall promptly notify HANH of any emergency situations that arise at the Premises and/or other and shall take such actions as are reasonably prudent in handling such emergency situations.

In the event that LEAP desires to use the Premises or the HANH Developments, other than as set forth herein, then LEAP shall notify HANH at least five (5) business days prior to the date of such intended use, and, with respect to the Premises, such use may be granted or denied by HANH in HANH's sole and absolute discretion, and with respect to the HANH Developments, as part of such notification, LEAP shall include a specific request for such necessary HANH personnel to be present for the after hour use, and LEAP shall be responsible for the set-up, cleaning and locking up of the Premises. If HANH personnel is not required, LEAP will ensure that the after hour use is properly supervised and that the HANH Developments will be opened and closed by a representative of LEAP.

**IV.E. Fees and Costs.** LEAP shall pay the following fees when required in reference to the fee structure outlined below.

- a. <u>Key/Access Fee</u>: LEAP shall assume the cost of securing the Premises during the term of the Agreement.
- b. <u>Maintenance Fee</u>: LEAP shall keep the Premises clean during the Term of the Agreement. In the event that additional cleaning or maintenance is required due to a program, group, event, or activity sponsored by LEAP, LEAP shall pay a Maintenance Fee for costs incurred by HANH in connection with such additional cleaning or maintenance.
- **IV.G.** Compliance with Laws/Parental Consent. During the Term of this Agreement, LEAP shall, at its sole cost and expense, comply with all governmental laws, ordinances, by-laws, rules, regulations, orders and decrees (collectively, "Laws") affecting the use of the Premises, the HANH Developments, and procure all licenses, permits and approvals and take all such other actions as are necessary in order to comply with all such Laws. Furthermore, LEAP shall obtain written parental consent for all minors participating in activities and programs provided by LEAP at the Premises and/or the HANH Developments, and ensure that there are at least two adults present during any youth activity. LEAP agrees, upon request of HANH, to provide copies of (i) all licenses, permits, approvals or other evidence of LEAP's compliance with Laws relating to the Services and/or LEAP's use of the Premises and (ii) the parental consent forms required to the terms of this Section.
- **IV.H.** Compliance with Rules and Regulations. During the Term of this Agreement, LEAP shall comply with all rules and regulations relating to the use of the Premises and the HANH Developments as set forth in Exhibit C attached hereto, which may be established and or modified by HANH from time to time, and provided to LEAP in writing. LEAP agrees that any issues, disputes, complaints regarding such rules and regulations shall be referred to the designated HANH representative. HANH will make every effort to resolve any such complaints by meeting with LEAP to discuss the issues. If HANH is unable to resolve any such complaints, the matter will be referred to a mutually agreed upon arbitrator for mediation.

IV.I. Insurance. During the Term of this Agreement, LEAP shall, at its sole cost and expense, obtain and maintain in force the following insurance coverage: (a) commercial general liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, (b) worker's compensation insurance covering its employees as required by law, and (c) motor vehicle insurance covering owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000.00). All insurance required in the Agreement and all renewals of the same shall be issued by companies authorized to transact business in the State of Connecticut. All insurance policies (i) shall name HANH, as additional insured, (ii)shall expressly provide that they may not be canceled or altered without thirty (30) days prior written notice to HANH, and (iii) shall contain a waiver by the insurer of its rights of subrogation against HANH. All policies shall be written as primary policies, not contributing with and not in excess of any coverage that HANH may carry. Upon issuance, a certificate of all policies shall be delivered to HANH. If LEAP fails to maintain the insurance required hereunder, HANH may (but shall not be required to), upon five (5) days notice to LEAP procure such insurance as may be necessary to comply with this Agreement, and LEAP shall reimburse HANH the cost of such insurance immediately upon HANH's demand therefore.

**IV.J.** Utilities. Utilities including water, electricity/gas, heating and sewer services shall be provided by HANH at no additional expense to LEAP. LEAP shall be responsible for payment of any telephone charges associated with the use of telephones and/or computers related at the Premises.

**IV.K.** Alterations. LEAP shall not make any alterations, additions, improvements, or modifications to the Premises (other than interior decorations) without prior written consent of HANH, which consent may be withheld in HANH's sole and absolute discretion. In doing any such work as may be permitted hereunder, LEAP shall (a) pay promptly when due the entire cost any work to the Premises undertaken by LEAP (b) remove immediately after notice thereof any liens for labor and materials arising from such work (c) procure all necessary governmental licenses, permits and approvals (if any) before undertaking such work, (d) and do all of such work in a good and workmanlike manner, employing materials of first class quality and complying with all Laws and regulations.

**IV.L. Prohibited Activities.** During the Term of this Agreement, LEAP shall not (a) commit or permit any waste, overloading, damage, private or public nuisance or unlawful or noxious activity to be conducted upon the Premises, (b) permit the attachment of any lien on the Premises, (c) engage in or permit any illegal activities at the Premises, (d)store, use, handle, or dispose of hazardous materials (as such materials may be defined from time to time under Connecticut and/or federal law) except the incidental use, storage handling or disposal of such materials in connection with LEAP's use of the Premises and then only in compliance with all applicable laws, or (e) use or allow the use or presence of alcohol or any controlled substance during the implementation of programs in the Premises. All groups including Tenant Representative Councils (TRC) must abide by the rules set forth in the Acceptable Uses of HANH space as outlined in Schedule 2.

- **IV.M. Entry and Inspection.** HANH and all its agents shall be permitted to enter the Premises for the purposes of inspecting the Premises and ascertaining LEAP's compliance with the provisions of this Agreement. HANH agrees that it will use reasonable efforts to provide LEAP with at least five (5) days notice prior to entering the Premises, but shall not be required to provide such notice in the event of an emergency. In exercising its rights under this Section, HANH will use reasonable efforts not to unreasonably interfere with LEAP's use of the Premises.
- **IV.N.** Personal Property. LEAP acknowledges and agrees that its use of the Premises and its placement or use its personal property in or on the Premises shall be at LEAP's sole risk, cost and expense. LEAP shall not be permitted to secure the Premises by means of locks and or other security devices other than locks or other security devices provided by HANH. LEAP shall not be permitted either to (i) install any other locks or other security devices other than those provided by HANH or (ii) change the locks or other security devices on its Premises without the prior written consent of HANH. HANH shall provide LEAP with (i) keys to the dwelling unit (the "Keys") and/or (ii) means of access ("Access Devices") to any other security devices securing the Premises. LEAP shall not be permitted to make copies of the Keys or Access Devices or to provide the Keys or Access Devices to any third parties without the prior written consent of HANH. LEAP acknowledges that HANH shall keep copies of the Keys and Access Devices, which may be used by HANH in the exercise of its rights pursuant to Section IV.M. hereof.
- **IV.O. Indemnification.** LEAP shall indemnify and hold HANH and its officers, directors, partners, shareholders, employees, agents, contractors, attorneys and affiliates and any holders of mortgages on the Property harmless for, from and against any damage, claim, loss, liability, cost or expense (including reasonable attorney's fees and expenses) incurred on account of any breach by LEAP of any of its obligations hereunder, any negligence caused by an act or omission by LEAP or any of its officers, employees, agents, contractors or guests. The provisions of this Section IV.O. shall survive the termination of this Agreement. The indemnification provided hereunder shall terminate and expire on the date that the statue of limitations has expired on any claim that is brought, or may be brought, by a third party claimant against HANH for the claims defined hereinabove.
- **IV.P. Surrender of Premises.** On the earlier of the expiration of the Term or other termination of this Agreement, LEAP shall vacate the Premises, surrender all keys thereto and remove all of its goods and effects, and yield up the Premises in broom-clean condition. In the event LEAP shall fail to so vacate the Premises or any portion thereof as aforesaid, HANH shall have the right, in addition to any other rights and remedies available at law or in equity, (a) charge LEAP a per diem sum for each day of additional use and occupancy in the amount of \$77.78 and/or (b) remove LEAP and its property from the Premises. Furthermore, any property not removed by LEAP in accordance with this paragraph shall be deemed abandoned and may be retained by HANH or may be removed and disposed of by HANH in such manner as HANH shall determine.
- **IV.Q. Default**. Either party's failure to observe or perform any of the covenants, conditions or provisions of this Agreement shall constitute a default and breach of this Agreement ("Event of Default"): If an Event of Default occurs, then the non-defaulting party may, at anytime thereafter, terminate this Agreement, by giving thirty (30) days written notice of termination to the other party: provided, however, that such termination shall not release the defaulting party from its

obligation to observe of perform any of the duties or obligations set forth in this Agreement which were required to be performed prior to such termination. If LEAP defaults in the performance of its obligations hereunder, HANH shall have the right to pursue any and all remedies available, whether at law or in equity, including without limitation, the right to reenter and take possessions of the Premises. Upon such default by LEAP, upon notice from HANH, LEAP's right to use and occupy the Premises shall terminate and LEAP shall immediately quit and surrender the Premises as provided for in Section IV.P. of this Agreement.

- **IV.R. Performance Obligations.** If LEAP defaults in the performance of any of its obligations under this Agreement, which default is not cured after applicable notice and cure periods, then HANH shall have the right, at its election, to pay sums or do any act requiring the expenditure of funds necessary or appropriate (as determined by HANH) by reason of the failure or neglect of LEAP to perform any of its obligations hereunder. If LEAP defaults in the performance of any of its obligations under this Agreement, LEAP agrees to pay HANH all such sums, including, without limitation, HANH's reasonable attorneys fees and expenses, within ten (10) days of HANH's demand therefor.
- **IV.S.** No Assignment or Other Transfer. This Agreement, including, without limitation, the rights, obligations and benefits hereunder, may not be assigned by LEAP without the prior written consent of HANH. **LEAP** shall not assign or otherwise transfer the whole or any portion of its interest in the Premises or its rights hereunder, and any attempted assignment or other transfer without HANH's prior written consent shall be null and void and of no force and effect.
- **IV.T.** No Personal Liability of HANH. Notwithstanding anything to the contrary in this Agreement, the commissioners, officers, directors, partners, shareholders, agents, employees or affiliates of HANH shall have no personal liability with respect to any of the terms, covenants, conditions, and provisions of this Agreement, and LEAP shall look solely to the interest of HANH, and its successor and assigns, in the Premises, for the satisfaction of each and every remedy of LEAP in the event of default by HANH hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.
- **IV.U.** Resident Participation or Service Fees: LEAP is prohibited from charging fees for residents' participation in its programs and for the receipt of the Services. If such payment is required for specialized services, a request shall be made by LEAP to HANH which request shall explain the reason for the charges and how the costs will be paid by the resident (i.e. medical insurance, government assistance, etc.). If LEAP desires to charge participation or services fees as part of a fundraiser for the residents, LEAP shall submit a request for approval of the same to HANH, which request shall include a description of the activity, proposed dates, fees, and host. Such request shall be submitted to HANH for approval at least (5) business days in advance. Printed receipts to verify costs as well as revenue made and receipts shall be submitted to HANH to be deposited in the respective account for the residents at the site where the activity took place. In accordance with state law, HANH will be required to deposit revenue into resident account within (1) one business day. Monthly ledgers will be reviewed with LEAP and with residents at respective sites if applicable.

#### V. GENERAL PROVISIONS

**V.A. Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed duly served if and when delivered in person, or when received if delivered or mailed by registered or certified mail postage prepaid addressed or by recognized overnight courier service to the other parties at the addresses listed below, or such other addresses as may be designated by written notice delivered in accordance with this Section.

If to LEAP:

31 Jefferson Street New Haven, CT 06511

Attention: Executive Director, LEAP

If to HANH:

360 Orange Street New Haven, CT 06511

Attention: Karen DuBois-Walton, Ph.D., President

- **V.B.** Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one of the same instrument.
- **V.C. Modification**. This Agreement supersedes any prior oral or written agreement or understanding between the parties as to the matters set forth herein, and may not be amended except by written instrument executed by the party to be charged.
- **V.D.** Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, as the case may be, the parties hereto and their permitted successors and assigns.
- **V.E. Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut and the United States without regard to principles of conflicts of laws.
- **V.F. Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**IN WITNESS, WHEREOF,** the parties have caused this instrument to be executed as of the day and year first written above.

HOUSING AUTHORITY OF THE CITY OF NEW HAVEN	LEADERSHIP, EDUCATION, AND ATHLETICS IN PARTNERSHIP, INC.
By: Karen DuBois-Walton, Ph.D.	By:Henry Fernandez

Its President

Its Executive Director

# Exhibit A Services

LEAP shall house its Senior Youth Counselors on the Premises.

LEAP counselors shall engage children in supervised activities. Counselors shall pick up children from their homes each morning before 8 am and escort them to the local community school where children will engage in a reading-based curriculum. In the afternoons, counselors will engage children in a variety of recreational and culturally enriching activities, such as visiting libraries and museums, compete a physically challenging ropes course, engage in athletic workshops, technology-enhanced multi-media workshops, aquatics, dance, etc. At 4:30 pm, counselors shall escort the children back to their homes.

LEAP shall provide high quality care and enrichment for forty five children at no cost to families.

LEAP shall also recruit junior counselors from the community. Counselors are provided with training to become civically engaged, leaders, effective teachers and mentors and responsible decision-makers.

### Exhibit B Operating Hours

LEAP shall have access 74 Wayfarer Street, 24 hours per day between June 5, 2023 and August 5, 2023.

LEAP's summer programming will occur Monday through Friday between the hours of  $8~\mathrm{am}$  and  $4:30~\mathrm{pm}$ .

### Schedule 1 HANH Developments

### Schedule Acceptable Uses of HANH Space

#### **MEMORANDUM**

**TO:** Board of Commissioners

DATE: May 16, 2023

FROM: Karen DuBois-Walton, Ph.D., President

RE: Resolution Authorizing Change Order Number Four (4) in the amount of \$25,000.00 for

Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to

\$254,998.11

ACTION: Recommend that the Board of Commissioners adopt Resolution #05-39/23-R

TIMING: Immediately

DISCUSSION: ECC/HANH has a recurring need for Security Equipment and Monitoring Services agency wide. Currently ECC/HANH has been challenged with attempting repairs to proprietary equipment.

ECC/HANH researched vendors who hold existing public contracts and found that Tyco Integrated Security has a contract with the State of Connecticut under contract number 17PSX0002 set to

expire December 31, 2023, for the same services required by ECC/HANH.

Justification for procurements with city or State agencies are noted in the A) HUD Procurement Handbook 7460.8 Rev-l, Section 8 (Cooperative Purchasing Agreements); B) Federal Procurement Regulation CFR 85.36 (Page 527); and C) ECC/HANH Procurement Policy (Page 14) Cooperative Purchasing which states "ECC/HANH may enter into state and local intergovernmental agreements to purchase or use common goods and services."

On April 19, 2018, ECC/HANH approved Purchase Order 20424-2874 in the amount of \$43,950 with Tyco Integrated Security agency wide for preventive maintenance, replacement and repair to security cameras.

On May 2, 2019, ECC/HANH approved Change Order Number One (1) for Purchase Order 20942-2874 in the amount of \$61,990.11 with Tyco Integrated Security agency wide for preventive maintenance, replacement and repair to security cameras bringing the total not to exceed amount from \$43,950.00 to \$105,940.11.

On January 1, 2020, ECC/HANH approved a time extension per Resolution #02-25/10-R with TYCO Integrated Security, LLC for CCTV, Burglar, Monitoring repair services agency wide from January 1, 2020 to September 30, 2020 (P.O. #20424-12633)

On October 1, 2020, ECC/HANH approved a time extension per Resolution #02-25/10-R Contract extension with TYCO Integrated Security, LLC for CCTV, Burglar Alarms & monitoring from October 1, 2020 to September 30, 2021. (PO 20424-12576)

On March 12, 2021, ECC/HANH approved Change Order Number Two (2) for Purchase Order 21951-2874 in the amount of \$44,058.00 00 utilizing Cares Act funding with Tyco Integrated Security agency wide for preventive maintenance, replacement and repair to security cameras bringing the total not to exceed amount from \$105,940.11 to \$149,998.11

On April 20, 2021, ECC/HANH approved Resolution #04-26/21-R for Change Order Number Three (3) in the amount of \$80,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the not to exceed amount

from \$149,998.11 to \$229,998.11. Additional cameras (cctv project) for \$40k utilizing Cares Act funding at McConaughy total Terrace and the remaining \$40k utilizing operating funds for monitoring, routine and emergency service for the new and existing security systems.

ECC/HANH staff is now recommending that the Board of Commissioners approve Change order Number Four (4) in the amount of \$25,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to \$254,998.11.

In accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution. ECC/HANH staff is now recommending that the Board of Commissioners approve Change order Number Four (4) in the amount of \$25,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to \$254,998.11.

FISCAL IMPACT: \$25,000.00 Budgeted Operating Funds

STAFF: Lee Purvis, Central Operations Manager

# **ELM CITY COMMUNITIES Housing Authority of the City of New Haven**

#### Resolution # #05-39/23-R

Resolution Authorizing Change Order Number Four (4) in the amount of \$25,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to \$254,998.11

WHEREAS, ECC/HANH has a recurring need for Security Equipment and Monitoring Services agency wide; and

WHEREAS, ECC/HANH researched vendors who hold existing public contracts and found that Tyco Integrated Security has a contract with the State of Connecticut under contract number 17PSX0002 for the same services required by ECC/HANH; and

WHEREAS, Tyco Integrated Security has a competitively solicited State of Connecticut Contract allowing services and supplies to Government, State and Local agencies for certain supply schedule purchases which will expire on December 31, 2023; and

WHEREAS, on April 19, 2018, ECC/HANH approved Purchase Order 20424-2874 in the amount of \$43,950 with Tyco Integrated Security agency wide for preventive maintenance, replacement and repair to security cameras; and

WHEREAS, on May 2, 2019, ECC/HANH approved Change Order Number One (1) for Purchase Order 20942-2874 in the amount of \$61,990.11 with Tyco Integrated Security agency wide for preventive maintenance, replacement and repair to security cameras bringing the total not to exceed amount from \$105,940.11 to \$105,940.11; and

WHEREAS, on January 1, 2020, ECC/HANH approved a time extension per Resolution #02-25/10-R with TYCO Integrated Security, LLC for CCTV, Burglar, Monitoring repair services agency wide from January 1, 2020, to September 30, 2020 (P.O. #20424-12633); and

WHEREAS, on October 1, 2020, ECC/HANH approved a time extension per Contract extension with TYCO Integrated Security, LLC for CCTV, Burglar Alarms & monitoring from October 1, 2020 to September 30, 2021. (PO 20424-12576); and

WHEREAS, on March 12, 2021 ECC/HANH approved Change Order Number Two (2) for Purchase Order 21951-2874 in the amount of \$44,058.00 utilizing Cares Act funding with Tyco Integrated Security agency wide for preventive maintenance, replacement and repair to security cameras bringing the total not to exceed amount from \$105,940.11 to \$149,998.11; and

WHEREAS, on April 20, 2021, ECC/HANH approved Resolution #04-26/21-R for Change Order Number Three (3) in the amount of \$80,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the not to exceed amount from \$149,998.11 to \$229,998.11. Additional cameras (cctv project) for \$40k utilizing Cares Act funding at McConaughy total Terrace and the remaining \$40k utilizing operating funds for monitoring, routine and emergency service for the new and existing security systems; and

WHEREAS, ECC/HANH staff is now recommending that the Board of Commissioners approve Change order Number Four (4) in the amount of \$25,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to \$254,998.11; and

WHEREAS, in accordance with resolution 10-129/18-R for the Revised Procurement Policy, approved by the Board of Commissioners on October 16, 2018, all Contracts greater than \$150,000.00 inclusive of all optional years and all Change Orders and amendments in excess of 10% or \$50,000.00 (whichever is

higher) and which results in a total contract greater than \$150,000.00 must be approved by the Board of Commissioners prior to execution; and

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEW HAVEN that

- 1. Resolution Authorizing approval of Change order Number Four (4) in the amount of \$25,000.00 for Tyco Integrated Security for Agency Wide Preventive Maintenance, Replacement and Repair to Security Cameras bringing the total not to exceed amount from \$229,998.11 to \$254,998.11.
- 2. The President be and hereby is authorized, empowered and directed to execute and deliver and agreement and expend the authorized funds.
- 3. The President be and hereby authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4. The resolution shall take effect.

A Partner

I hereby certify that the above resolution was adopted by a majority of the Commissioners present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton Secretary/ President
	Date
REVIEWED:	
MCCARTER & ENGLISH, LLP GENERAL COUNSEL	
By:	-

TYCO Intergrated Secuirty, Inc

Contract Start date: 4/19/2018 Set to expire December 31, 2023

State of CT Contract # 17PSX0002

Contract Amount \$43,950

**Total Amount:** 

4/1/2018	5/2/2019 Initial Contract (1 year)	\$43,950
5/2/2019	1/1/2020 Change Orde # 1	\$61,990
1/1/2020	10/1/2020 Extension of time	\$0
10/1/2020	9/30/3021 Extension of time	\$0
3/12/2021	9/30/3021 Change Order # 2	\$44,058
4/20/2021	9/30/3021 Change Order #3	\$80,000
5/16/2023	9/30/2023 Change Order #4	25,000
		\$254,998

#### **MEMORANDUM**

TO: Board of Commissioners

DATE: May 16, 2023

FROM: Karen DuBois-Walton, President

RE: Resolution Authorizing A Memorandum Of Agreement With Connecticut Balance Of State

And Its Member Agencies To Provide Stability Vouchers In An Effort To Prevent And End

Homelessness

ACTION: Recommend that the Board of Directors adopt Resolution #05-40/23-R

TIMING: Immediately

DISCUSSION: The U.S. Department of Housing and Urban Development ("HUD") issued that certain Notice

PIH 2022-24(HA) (the "HUD Notice") which set forth the process pursuant to which HUD will allocate stability vouchers ("SV") to public housing agencies (the Stability Voucher Program"). The purpose of this MOU is to set forth the terms and conditions pursuant to which ECC and CoC will collaborate in the implementation of an emergency housing voucher program (the

"Program") utilizing the SV, in support of the community's goal to prevent and end

homelessness.

The Memorandum of Understanding attached hereto as Exhibit A sets forth the terms and conditions pursuant to which HANH will work with Connecticut Balance of State to utilize the

SV's.

FISCAL IMPACT: None

**SOURCE OF** 

FUNDS: Department of Housing and Urban Development

STAFF: Coreen Toussaint, Vice President of Housing Choice Voucher

# ELM CITY COMMUNITIES HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

#### **RESOLUTION # 05-40/23-R**

# RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH CONNECTICUT BALANCE OF STATE AND ITS MEMBER AGENCIES TO PROVIDE EMERGENCY HOUSING VOUCHERS IN AN EFFORT TO PREVENT AND END HOMELESSNESS.

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") issued that certain Notice PIH 2022-24(HA) (the "HUD Notice") which set forth the process pursuant to which HUD will allocate Stability Vouchers ("SV") to public housing agencies (the Stability Voucher Program"); and

WHEREAS, the Authority has determined that it is in its best interests and in the interests of those it seeks to serve to work with Connecticut Balance of State to ensure the efficient and maximum utilization of the SV's; and

WHEREAS, the Memorandum of Understanding attached hereto as Exhibit A sets forth the terms and conditions pursuant to which HANH will work with Connecticut Balance of State to utilize SV's.

# NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF NEWHAVEN THAT:

- 1. The MOU with Connecticut Balance of State, including all actions to be undertaken by HANH thereunder, including the expenditure of funds, be and hereby is authorized and directed; and
- 2. The President be and hereby is authorized, empowered and directed to execute and deliver the MOU and such instruments and documents necessary and appropriate in connection herewith, upon such terms and conditions as set forth in Exhibit A, and upon such additional terms and conditions as the President, in consultation with the Chairman of the Board of Commissioners, determine reasonable and in the bests interests of the Authority; and
- 3. The President be and hereby is authorized, empowered and directed to take any and all such ancillary action necessary and appropriate to fulfill the intent of the foregoing.
- 4. This resolution shall take effect immediately.

I hereby certify that the above resolution was adopted by a majority of the Directors present at a meeting duly called at which a quorum was present, on May 16, 2023.

	Karen DuBois-Walton, President	
	Date	
REVIEWED: MCCARTER & ENGLISH LLP GENERAL COUNSEL		
By:		

#### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this \_\_\_\_ day of May, 2023, by and between the HOUSING AUTHORITY OF THE CITY OF NEW HAVEN (d/b/a Elm City Communities) ("ECC"), a public body corporate and politic organized and existing pursuant to Chapter 128 of the Connecticut General Statutes, with a chief executive office located at 360 Orange Street, New Haven, Connecticut 06511, and the State of Connecticut acting by and through its Department of Mental Health and Addiction Services on behalf of the Connecticut Balance of State Continuum of Care("CoC"), a coalition of public and private service providers with a mission to end homelessness, with and office located at 506 Hudson Street, Hartford, Connecticut 06106.

#### **BACKGROUND**

The U.S. Department of Housing and Urban Development ("HUD") issued that certain Notice PIH 2022-24(HA) (the "HUD Notice") which set forth the process pursuant to which HUD will allocate stability vouchers ("SV") to public housing agencies (the Stability Voucher Program").

The purpose of this MOU is to set forth the terms and conditions pursuant to which ECC and CoC will collaborate in the implementation of an emergency housing voucher program (the "Program") utilizing the SV, in support of the community's goal to prevent and end homelessness.

The form of this MOU is as established by HUD.

#### I. Introduction and Goals

a. <u>Commitment of the parties to administer the SV's in accordance with all program requirements</u>. In the operation of the Program, ECC and CoC hereby agree to comply with all requirements of the SV Program, including as set forth in the HUD Notice, including, but not by way of limitation, eligibility requirements, SV waivers, alternative requirements, and special rules outlined in the HUD Notice.

CoC agrees that it shall be obligated to satisfy certain responsibilities and obligations as set forth in the HUD Notice, including, but not limited to prioritizing individuals and families for SV assistance, determining the homelessness eligibility, referring individuals and families through CoC's coordinated entry system, supporting individuals and families in processing SV applications, supporting the housing search process, and planning for and coordinating the delivery of supportive services to support the housing stability of SV participants.

b. <u>ECC goals and standards of success in administering the program</u>. ECC and CoC share the goal of preventing and ending homelessness in the community. In support of that goal, the ECC plans to rapidly lease the allocation of SV's through close coordination with the CoC in the referral, SV issuance and lease-up process. ECC will measure its success in administering the SV program by: tracking the number of referrals

from the CoC that are issued or an SV or denied entry; tracking the length of time from referral to issuance by ECC of the SV; tracking the time from SV issuance to lease up; minimizing the number of SV holders who do not succeed in leasing a unit with SV assistance; increasing the length of participation in the SV program; and increases in income and rates of employment among program participants.

- c. <u>Identification of staff person at ECC and CoC who will serve as the lead SV liaisons</u>. During the term of this MOU, Tim Regan, Housing Manager, shall serve as the lead liaison for ECC, and Margaret Lefever, for the Coordinated Access Network, shall serve as the lead liaison for CoC. Either party may designate a new lead liaison upon notice to the other party.
- d. Responsibilities of the ECC liaison. The ECC liaison shall serve as the key point of contact between the ECC and CoC, and shall, in coordination with the CoC, develop benchmarks for successful implementation of the Program; have regular monthly meetings with the CoC liaison and provide updates to CoC on available SV, SV under lease, commitment and expenditure of services fees to assist participants to locate and secure housing, coordinate ECC's efforts to outreach to area landlords to secure participation in the Program; identify barriers to SV issuance or unit lease-up and collaborate with CoC to address barriers; ensure that ECC or the entity providing services to SV participants is informed regarding key program issues including whether SV's are about to expire without leasing, whether the ECC is planning action that could lead to the termination of participation, and/or whether the ECC is unable to contact the participant. Have periodic meetings with CoC liaison to monitor lease-up and identify actions needed to maintain leasing schedule and to maintain occupancy for those placed in housing.
- e. Responsibilities of the CoC Liaison: Serve as the key point of contact between the CoC and ECC; ensure that sufficient individuals and families, eligible for the Program, are referred to ECC through coordinated entry to lease all available SV's; ensure that referred individuals are able to engage with ECC, attend necessary briefings, complete documentation requirements, and understand and undertake actions that need to be taken to secure a qualified unit, obtain ECC approval of the unit, and enter into a lease; and coordinate services providers so that participants are able to access support in maintaining housing stability. Have periodic meetings with ECC liaison to monitor lease-up and identify and undertake actions needed to maintain leasing schedule and to maintain occupancy for those placed in housing.

### II. Populations Eligible for SV Assistance to be Referred by CoC

a. <u>Universe of Eligible Household for SV.</u>. In order to be eligible for an SV, a household must meet one of four eligibility criteria. As with all assistance provided by CoC, certain groups of the population eligible for assistance will be prioritized to receive the first SV's. The eligible population for SV assistance includes:

- 1. Individuals and families who are currently experiencing homelessness
- 2. Individuals and families at rick of homelessness'
- 3. Individuals and families fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault; and
- 4. Veterans and families that include a veteran family that meet one of the preceding criteria
- b. <u>Priority Populations for SV Assistance.</u> In order to most effectively deploy SV's to prevent and end homelessness in the community, priority to receive SV's will be given to the groups and in the order of priority listed below. CoC will use the coordinated entry system to refer eligible households from IRIS-Integrated Refugee & Immigrant Services and/or Youth Continuum- New Haven to ECC for SV issuance.

#### III. Services to be Provided to Eligible SV Families

The CoC shall provide the following services to families eligible for SV's to support them in acquiring SV's, securing housing, and maintaining housing stability:

- 1. <u>Preparation for SV issuance</u>. CoC service providers referring persons for SV's will assist in securing necessary documentation including household composition, income verification for all household members, Social Security cards, and any need for reasonable accommodations in the SV issuance or housing search process.
- 2. <u>Coordination with ECC</u>. CoC service providers will assist participants to attend ECC briefings on the SV, complete intake interviews, assembling of additional required documentation, and facilitating access to the ECC for meetings and briefings.
- 3. <u>Housing search assistance</u>. CoC will assist SV holders to locate and secure housing. This includes transportation assistance, providing information on rental opportunities within the housing market, assisting SV holders prepare for and have meetings with potential landlords, helping SV holders to identify and access neighborhood services and amenities.
- 4. <u>Understanding obligations of tenancy</u>. CoC will support SV holders and SV tenants in meeting their tenancy obligations. As part of the program entry process, CoC will familiarize participants with the key obligations of leaseholders including rent and utility payments, authorized and unauthorized occupancy, minimum housekeeping standards, and allowing fellow residents to have peaceful enjoyment of their units. Providers will reinforce those understandings once the participants have signed their leases by again reviewing the key lease terms with participants. Property owners will be strongly encouraged to contact participating service providers in the event that there are tenant behaviors that could lead to the

- loss of housing and agree to work with the provider prior to commencing eviction proceedings.
- 5. <u>Support in equipping unit for residency</u>. CoC will assist SV participants in securing moving assistance as needed in securing essential household furnishings and supplies. To the extent possible, CoC will rely on existing community resources and use SV services funds only when there are no viable alternatives.
- 6. <u>Support in securing necessary utilities</u>. Given the limited incomes of SV participants and likely credit background issues, CoC will first seek to locate units with utilities included in the rent. When this is not possible, providers will facilitate utility connection(s) by arranging deposits and securing utilities for the unit.
- 7. Support in maintaining housing stability. CoC will assign case managers to SV participants for any priority 3 participants that need ongoing support services and all priority 4 participants transitioning from literal homelessness to permanent housing. Case managers will assist participants in developing a housing stability plan to proactively address issues that could lead to housing instability including income, behavioral health concerns, and employment.
- 8. <u>Linkages to benefits and community supports</u>. CoC will assist SV participants in applying for and securing benefits to which they are entitled. They will also introduce participants to services based in their new communities, including self-help groups, clinics, and workforce resources. Providers will support participants in securing benefits and accessing community resources. As appropriate this will include introductions and support in initial access of services.

#### IV. ECC Roles and Responsibilities:

- 1. Administer SV's consistent with the operating requirements established by HUD and assure that allocated SV's are utilized.
- 2. The ECC agrees to designate a staff lead to oversee the SV program and to make special provisions for SV holders including: providing specialized, accessible SV briefings solely for SV participants; committing to expediting inspections for SV holders and accepting inspections conducted by properly trained CoC Service Providers; and promptly notifying CoC Service Providers of any possible issues that could jeopardize the continuation of the SV. Upon request from the CoC or CoC Service Providers, the ECC agrees to pre-inspect identified units to expedite the leasing process.
- 3. ECC agrees that except as set forth in the following sentence, the only persons to be admitted to the Program will be those that are referred by the

- CoC Service Providers through the coordinated entry process. The only exceptions shall be people experiencing or fleeing domestic abuse or violence including those requiring emergency transfers. DV survivors may directly access SV's without a referral from the coordinated entry process provided there is a certification (including self-certification) of their status.
- 4. ECC understands that the goal of the SV program is to assist in preventing and ending homelessness in the community and that to achieve this goal, rental assistance must be provided to households that might not otherwise be eligible for ECC assistance. ECC agrees that all current and prior actions by applicants that may be grounds for denying entry to the SV program will be considered on a case-by-case basis and in accordance with Notice PIH 2021-12 (HA).
- 5. To expedite the leasing of units under the SV program, the ECC agrees to accept self-certification of income when requiring other documentation would lead to delays in the issuance of an SV because said documents aren't readily on-hand and may be difficult to obtain quickly.
- 6. To expedite the leasing of units under the SV program, the ECC agrees to accept self-certification of citizenship and eligible immigration status when requiring other documentation would lead to delays in the issuance of an SV because said documents aren't readily on-hand and may be difficult to obtain quickly. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance.

### V. <u>CoC Roles and Responsibilities</u>

- 1. Designate an SV lead to have regular communication with the ECC and set regular monthly meetings to review SV utilization, rate of referrals of eligible participants from CoC, declinations of referrals from ECC, SV's terminated or at risk of termination, and strategies to support participant housing stability.
- 2. Establish assessment and prioritization policies for the SV program and refer sufficient eligible households to the ECC to meet the lease-up schedule agreed to by the ECC and CoC. The ECC and CoC will jointly agree to a referral and leasing schedule that will ensure that there are sufficient referrals to lease available SV and that the timing of referrals is coordinated to endeavor to ensure that the ECC and CoC Service Providers are not over-burdened but have a steady pipeline of eligible applicants. As part of the referral process, the CoC will provide the ECC with sufficient documentation to establish eligibility for the SV program.

- Developing a funding strategy for supportive services for SV program participants that will allow for sufficient resources to support the transition of participants into the SV program, allow them to develop housing stability, and target continuing support to those at risk of losing housing. Wherever possible, services will be funded through mainstream resources. When that is not possible, CoC will seek to identify resources from other COVID specific resources such as ESG-CV or CDBG-CV, and if possible, through the CoC program.
- 4. Ensure that CoC Service Providers are assisting as needed category 3 and all category 4 participants in developing plans to increase income, are supporting participants in applying for benefit assistance, link participants to workforce and other employment training and supports, and regularly monitor participant progress in increasing income.
- 5. Have periodic meetings of senior officials of the ECC, CoC leadership, and leadership of the coordinated access network ("CAN") of CoC. These high-level meetings will review leasing progress, the rate of referrals to the ECC, and the prioritization for SV's.

#### VI. Program Evaluation

The ECC, and CoC or designated CoC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

[SIGNATURE PAGE FOLLOWS]

Executed as of the date first hereinabove written.

### Signatures:

STATE OF CONNECTICUT DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES (on behalf of Connecticut Balance of State Continuum of Care) HOUSING AUTHORITY OF THE CITY OF NEW HAVEN

Care)	
By:	By:
Its	
IRIS – INTEGRATED REFUGEE AND IMMIGRANT SERVICES	
By:	
Its _	
YOUTH CONTINUUM – NEW HAVEN	
By:	
Its _	