



*City of Bristol
Board of Park Commissioners*

INFORMATION TO ACCESS MEETING

[https://bristolct-
gov.zoom.us/j/81712509452?pwd=indaPfDaVNblYNh8285k3xMCyPvRbd.](https://bristolct-gov.zoom.us/j/81712509452?pwd=indaPfDaVNblYNh8285k3xMCyPvRbd.)

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The regular Board of Park Commissioners meeting will be held on Wednesday, March 20, 2024, at 5:00 PM in City Hall Meeting Room 1-2 111 North Main Street, Bristol, CT 06010.

AGENDA

1. Call to Order
 - a. Pledge of Allegiance
 - b. Attendance
2. Approval of Minutes
 - a. Approval of Minutes: February 21, 2024 Regular Meeting Minutes
3. Public Participation
4. Superintendent's Report
 - a. Monthly Division Updates
 - b. Project Updates
 - c. Department Financials
5. Old Business
 - a. Geese Management
 - b. Misfit Mamas Special Event Final Authorization
 - c. By Commissioners
6. New Business

- a. Review Nominations for the 2024 All - Heart Parks Advocate of the Year Award
 - b. Review Conceptual Designs for the First Responder Memorial at Muzzy Field
 - c. Consider use of Friends of Bristol Parks and Recreation Fund as a conduit for First Responder Memorial Fundraising
 - d. Authorize BPRYCS Department to submit a DEEP Urban Forest Grant Program to develop a Tree Inventory and Forest Management Plan to the Bristol City Council for final approval
 - e. Presentation from the Superintendent and Policy & Strategy Committee for the 2025-2027 Strategic Plan Process
 - f. Award the Contract totaling \$103,905.83 to Security 101 for the Park Facilities' Door Access Control System
 - g. By Commissioners
7. Reports and Committee Reports
- a. Fund Development Committee
 - b. Policy Committee
 - c. Finance Committee
 - d. City Council Liaison Updates
8. Adjournment

PER ORDER OF THE CHAIRPERSON
Jeff Caggiano, Mayor



*City of Bristol
Board of Park Commissioners*

INFORMATION TO ACCESS MEETING

<https://bristolctgov.zoom.us/j/81712509452?pwd=indaPfDaVNblYh8285k3xMCyPvRbd.1>

Agenda

1. Call to Order

Vice Chair Fiorito called the meeting to order at 6:04 p.m.

Pledge of Allegiance

a. Attendance

Members Present:

Vice Chair Robert Fiorito
Commissioner Sandra Bogdanski
Commissioner Cynthia Donovan
Commissioner Leonard Lamothe
Commissioner Robert Lawson
Commissioner Emily Michaud
City Council Liaison Andrew Howe
Superintendent Joshua Medeiros
Deputy Superintendent Sarah Larson

Absent:

Chair Jeff Caggiano, Mayor
Board of Finance Liaison Marie O'Brien

2. Approval of Minutes

a. Approval of Minutes: January 17, 2024 Regular Meeting Minutes

MOTION: Made by Commissioner Lamothe to Approve the January 17, 2024 Regular Meeting Minutes.

Seconded by Commissioner Michaud, all in favor; motion carried.

3. Public Participation

John Gianoni, 31 Jeannette St, asked Commissioners to approve the Pine Lake Fishing Derby on Saturday, May 11, 2024 from 7:00 a.m. to 12:00 p.m., discussion followed.

MOTION: Made by Commissioner Lamothe to Move Item 6a. to 3a. Public Participation.

Seconded by: Commissioner Michaud, all in favor; motion carried.

a. Proposal from DEEP and Pine Lake Committee to Stock Pine Lake

Superintendent Medeiros presented a Proposal from DEEP and Pine Lake Committee to Stock Pine Lake, discussion followed.

MOTION: Made by Commissioner Donovan to Accept the Proposal from DEEP and Pine Lake Committee to Stock Pine Lake.

Seconded by: Commissioner Bogdanski, all in favor; motion carried.

MOTION: Made by Commissioner Lamothe to Accept the Pine Lake Fishing Derby on May 11, 2024 from 7:00 a.m. to 12:00 p.m.

Seconded by: Commissioner Bogdanski, all in favor; motion carried.

John Gianoni, 31 Jeannette St, asked Commissioners for support in handling Eagle Scout Projects and was advised to direct the Eagle Scouts to contact Deputy Superintendent Sarah Larson.

b. The Misfit Mamas, Inc. Spring Egg-Stravaganza Event Application

MOTION: Made by Commissioner Bogdanski to Add The Misfit Mamas, Inc. Spring Egg-Stravaganza Event and Permit Application to New Business and Move to Public Participation 3b.

Seconded by: Commissioner Michaud, all in favor; motion carried.

Shea Wordell, of The Misfit Mamas, Inc., presented information on the 2nd Annual Spring Egg-Stravagana Event and requested permission to use Rockwell Park as the venue; discussion followed.

MOTION: Made by Commissioner Bogdanski to Conceptually Approve The Misfit Mamas, Inc. Event Application to go through the remaining process pending final approval from this commission and BPRYCS department.

Seconded by: Commissioner Donovan, all in favor; motion carried.

4. Superintendent's Report

MOTION: Made by Commissioner Lamothe to Approve the Superintendent's Report.

Seconded by: Commissioner Bogdanski, all in favor; motion carried.

a. Monthly Division Updates

Superintendent Medeiros presented the Monthly Division Updates, including a shout-out to the Parks Crew for the Winter Clean Up, and officially announced the promotion of Raelynne Andrews to Aquatics Supervisor; discussion followed.

b. Project Updates

Superintendent Medeiros provided Project Updates; discussion followed.

c. Department Financials

Superintendent Medeiros presented the Department Financials; discussion followed.

d. Bank of America Trust Investment Review

Superintendent Medeiros presented the Bank of America Trust Investment Review; discussion followed.

5. Old Business

a. Geese Management Plan

Superintendent Medeiros and City Council Liaison Howe presented a Geese Management Proposal from Justin Willey of USDA-APHIS- Wildlife Services; discussion followed.

b. By Commissioners

Commissioner Lamothe expressed concerns for the maintenance of Board of Education fields and the department's ability to keep up without additional equipment from the Board of Education; discussion followed.

Commissioner Lamothe commended Parks, Grounds, and Facilities Supervisor Bob Lincoln and team for their quick actions to fix craters and potholes within the parks; discussion followed.

Commissioner Bogdanski praised the Memorial Boulevard Bridge; discussion followed.

Commissioner Donovan asked for updated on the Locks of Love Heart Sculpture; no updates were provided.

Vice Chair Fiorito expressed concerns with the Rockwell Theater and the difficulty to rent the theater from the Board of Education; discussion followed.

6. New Business

b. Approval of the Bristol Blues Baseball 2024 Event and Game Schedule

Superintendent Medeiros presented the Bristol Blues Baseball 2024 Event and Game Schedule; discussion followed.

MOTION: Made by Commissioner Lamothe to Approve the Bristol Blues Baseball 2024 Event and Game Schedule.

Seconded by: Commissioner Michaud, all in favor; motion carried.

c. By Commissioners

None.

7. Reports and Committee Reports

a. Fund Development Committee

Commissioner Bogdanski presented Dinner on the Diamond updates and requested Commissioners to push for additional sponsorship and raffle items; discussion followed. The committee will also discuss their mission statement and the future of the Friends account; discussion followed.

b. Policy Committee

None.

c. Finance Committee

Vice Chair Fiorito asked all Commissioners to be present at the March 18th Board of Finance Committee Meeting at 5:30 PM in City Council Chambers to show support for the budget hearing; discussion followed.

d. City Council Liasison Updates

None.

8. Adjournment

MOTION: Made by Commissioner Lamothe to Adjourn.

Seconded by: Commissioner Donovan, all in favor; motion carried.

Respectfully submitted,
Madison Fostervold
Recording Secretary
Board of Park Commissioners



Superintendent Report
Board of Park Commissioners
March 20, 2024

I. Parks, Grounds and Facilities Division Highlights

- Landscape Gardener Steven Schriver met with Superintendent Medeiros, Deputy Larson and Parks Supervisor Lincoln to present design plans for a number of upcoming landscape projects including the cannon on the boulevard, Seymour Park, Wilson's Field and Rockwell Park. Priorities and timelines were established so Steven can begin prepping for his work.
- Park maintenance team members Matt Newton, Kevin Dragon, Cody Lombardi, George Richter and Carlos Rivera continued indoor winter clean-up at our park buildings to advance organizational goals set by staff in our August All-Staff Engagement meeting.
- Deputy Superintendent Sarah Larson, Vice Chair of Parks Board Bob Fiorito will be meeting with City IT Director Eric Evans to discuss fiber network expansion and additional cameras in the parks.

Accucom Work Order System	February 2023	February 2024
Work Orders Submitted	N/A	1
Work Orders Closed in February	N/A	3
Work Orders Still Open	N/A	25

II. Recreation Division Highlights

- Recreation Program Assistant, Madison Fostervold attended the CRPA Entertainment Showcase to see different talent for future camp and concert opportunities.
- Pine Lake Adventure Park enhancements continue. The Recreation Division began accepting applications for Facilitators in hopes to bolster the PLAP staff.
- Interviews have begun for limited vacant summer camp positions. 85% of previous staff expressed interest in returning for the 2024 camp season, leaving less than 10 vacant spots for new hires.
- The Recreation Division hosted February Vacation Camp for students off from school on February 19th and 20th.

Recreation & Event Measures	February 2023	February 2024
# of youth engaged in recreation programs	295	347
# of adults engaged in recreation programs	229	255*
Total # of recreation programs running	19	23

*For adult league programs, this number just reflects the person who register the teams, it does not include the other individuals on the team. This number is higher than what is listed.

III. Aquatics Division Highlights

- Raelynne Andrews was promoted to Aquatics Supervisor effective Monday 2/26. Raelynne began her service to the department in 2011 as a lifeguard and worked her way up to Aquatics Coordinator, a position she has held since 2019.
- The Splash Team ended the season undefeated and secured the championship title for the second year in a row.

Aquatics Measures	February 2023	February 2024
# of visits to the Dennis Malone Aquatics Center	1092	1659
# of pool memberships sold	19	29
# program participants	546	547

IV. Outreach, Marketing, and Event Highlights

- Community Engagement Coordinator Erica Benoit worked with Arts and Culture Supervisor Arianna Therriault to create a Downtown Live Impact Report.
- Superintendent Medeiros, Recreation Supervisor Amry Shelby and Community Engagement Coordinator Erica Benoit met to discuss data collection strategies for 2024. Formal surveys were developed, aligned with CAPRA and benefits-based programming, to help us capture important program data to help inform future decision-making. This work will live in the staff-driven Programming and Evaluation Committee.
- Community Engagement Coordinator Erica Benoit met with Arts and Culture Supervisor Arianna Therriault and Deputy- Superintendent Sarah Larson to discuss promotion, licensing requirements, and logistics for Downtown Live's "Star Wars Day: May the 4th Be With You!" scheduled for May 4th.
- Community Engagement Coordinator, Erica Benoit met with recently promoted Aquatics Supervisor Raelynne Andrews to discuss current operating procedures and future communication goals for the Aquatics division. Another meeting is scheduled for March to further develop aquatics marketing and communication strategies.

Outreach, Marketing, and Event Measures	February 2023	February 2024
Unique # of visits to the Parks Project Portal*	216	140
Total # of e-mails sent	21	35
% of emails opened	49%	52%
Email click rate	2%	2%

Upcoming Special Events- Save the Date

Event Name	Date	Time	Location
Downtown Live presents The Magic School Bus - Lost In The Solar System	March 30, 2024	3:00 – 4:15 PM	Rockwell Theater (Located within BAIMS)
Prevention in the Parks – <i>National Child Abuse Prevention Month</i>	April 9, 2024	10:00 AM – 2:00 PM	Page Park
	April 11, 2024	10:00 AM – 2:00 PM	Rockwell Park
Annual Community Clean- Up Day	April 20, 2024	Supplies Pickup 8:30 AM - 10:00 AM	BPRYCS Office (51 High St.)
		Clean Up 8:30 AM - 12:00 PM	Throughout the City
Downtown Live presents The Drifters	April 20, 2024	7:00 - 8:30 PM	Rockwell Theater (Located within BAIMS)
73rd Annual Perry J. Spinelli Fishing Derby	April 27, 2024	7:00 – 10:00 AM	Page Park - Pond
Downtown Live presents Star Wars Day: May the 4th Be With You!	May 4, 2024	3:00 – 9:30 PM	Rockwell Theater (Located within BAIMS)
32nd Annual Youth and Prevention Leaders (BEST) Awards	May 8, 2024	6:00 PM	Muzzy Field
3 rd Annual Dinner on the Diamond	May 11, 2024	5:00 – 8:00 PM	Muzzy Field

Active Parks, Recreation, Youth and Community Services Capital Improvement Projects (Updated: 3/14/2024)

Project Name	Description	Status	Cost Estimates	Funding Source(s)	Target Completion
Kern Park Planning & Improvements	Design and construction of site improvements	Substantial progress has been completed including trail establishment, removal of the courts, and the Sims Road entrance. Planting of the pollinator garden and additional site finishing's are expected in spring 2024.	\$63,000 FHI Studios; \$215,800 Stonehedge Landscaping	\$300,000- ARPA	Spring 2024
Perry J. Spinelli- (Structural Improvements)	Structural improvements to the foundational beams per structural engineer assessment	LRM Construction was awarded contract as the low bid coming in nearly \$100,000 lower than previously expected. Shoring materials have a 12-week lead time but construction is expected to begin in April pending weather.	\$307,993 LRM	\$307,993 CIP- Page Park (3027010)	Spring/Summer 2024
Page Park Revitalization	Utilize the Page Park master plan to fully renovate the park.	All required permits have been secured and Weston and Sampson are developing construction documents. They are engaging a professional estimator to get a second opinion on probably construction costs. Plans and specifications are being prepared for bidding on May 1, 2024.	\$18 million <i>*Increased per latest estimates of construction industry/materials</i>	\$18 million- CIP (3027010)	TBD 2026
Seymour Park Playground Improvement	Playground replacements for priority sites: Federal Hill Green, Seymour Park, Wilson's Field, and Peck Park	Parks crew will be removing existing playground week of 3/25. New playground is expected to be installed week of 4/1. Landscaping work to be completed TBD April. A grand re-opening ribbon cutting event is being planned for TBD April/early May.	\$172,786 Kompan	\$172,838- LOCIP (1347000-22L01) & Various equip (0017021-589100)	Spring 2024
Veterans Memorial Boulevard Enhancements	ADA site improvements and site enhancements including removal of tennis courts, creation of urban garden, and a prefabricated bathroom.	The project was endorsed by the Veterans Council in February and DPW continues to work on design documents for ADA site improvements, pathways and bathroom as final components of the project. Pending schedule conflicts with DPW we are hopeful to be out to bid on this project by the summer.	\$37,000- removal/garden \$130,000- prefabricated bathroom estimates	\$37,000- CT Urban Forest Council Grant (1067021-22G47), \$300,000- ARPA (3077011-22C20)	Summer 2024

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
0017021 PARKS ADMINISTRATION								
0017021 480003 PARK TRUST FUNDS	-400,000	0	-400,000	-234,016.00	.00	-165,984.00	58.5%*	
0017021 480004 PARK TRUST GOODS	-23,330	0	-23,330	-20,262.50	.00	-3,067.50	86.9%*	
0017021 514000 REGULAR WAGES &	401,460	0	401,460	247,262.38	.00	154,197.62	61.6%	
0017021 515100 OVERTIME WAGES &	6,000	0	6,000	3,086.26	.00	2,913.74	51.4%	
0017021 515200 PARTTIME WAGES &	41,385	0	41,385	24,221.02	.00	17,163.98	58.5%	
0017021 531000 PROFESSIONAL FEE	28,080	0	28,080	20,080.28	1,014.00	6,985.72	75.1%	
0017021 541000 PUBLIC UTILITIES	11,000	0	11,000	7,378.78	3,621.22	.00	100.0%	
0017021 541100 WATER & SEWER CH	800	0	800	442.30	357.70	.00	100.0%	
0017021 543000 REPAIRS & MAINTENANCE	1,500	0	1,500	943.12	669.38	-112.50	107.5%*	
0017021 552100 LIABILITY INSURANCE	73,000	0	73,000	80,411.45	.00	-7,411.45	110.2%*	
0017021 553000 TELEPHONE	4,000	0	4,000	3,111.75	888.25	.00	100.0%	
0017021 553100 POSTAGE	600	0	600	266.78	.00	333.22	44.5%	
0017021 557700 ADVERTISING	8,000	0	8,000	2,098.80	728.75	5,172.45	35.3%	
0017021 561800 PROGRAM SUPPLIES	2,500	0	2,500	2,165.23	6.61	328.16	86.9%	
0017021 562200 NATURAL GAS	3,200	0	3,200	2,355.11	844.89	.00	100.0%	
0017021 569000 OFFICE SUPPLIES	2,000	0	2,000	2,108.22	100.00	-208.22	110.4%*	
0017021 581120 CONFERENCES & ME	7,500	0	7,500	6,340.50	.00	1,159.50	84.5%	
0017021 583120 ARTS & CULTURE C	15,000	0	15,000	4,185.38	321.10	10,493.52	30.0%	
0017021 589100 MISCELLANEOUS	0	212,493	212,493	78,568.23	28,303.86	105,621.12	50.3%	
TOTAL PARKS ADMINISTRATION	182,695	212,493	395,188	230,747.09	36,855.76	127,585.36	67.7%	
TOTAL GENERAL FUND	182,695	212,493	395,188	230,747.09	36,855.76	127,585.36	67.7%	
TOTAL REVENUES	-423,330	0	-423,330	-254,278.50	.00	-169,051.50		
TOTAL EXPENSES	606,025	212,493	818,518	485,025.59	36,855.76	296,636.86		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	182,695	212,493	395,188	230,747.09	36,855.76	127,585.36	67.7%
** END OF REPORT - Generated by Amaris Estrada **							

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
0017024 AQUATICS								
0017024 450103 POOL CHARGES	-203,500	0	-203,500	-175,030.49	.00	-28,469.51	86.0%*	
0017024 514000 REGULAR WAGES &	224,655	0	224,655	144,698.65	.00	79,956.35	64.4%	
0017024 515100 OVERTIME WAGES &	5,000	0	5,000	4,169.03	.00	830.97	83.4%	
0017024 515200 PARTTIME WAGES &	475,000	0	475,000	347,472.34	.00	127,527.66	73.2%	
0017024 531000 PROFESSIONAL FEE	8,500	0	8,500	3,421.16	2,502.50	2,576.34	69.7%	
0017024 541000 PUBLIC UTILITIES	45,000	0	45,000	13,443.99	31,556.01	.00	100.0%	
0017024 541100 WATER & SEWER CH	18,000	0	18,000	12,116.89	5,883.11	.00	100.0%	
0017024 543000 REPAIRS & MAINT	30,000	0	30,000	14,607.46	9,213.08	6,179.46	79.4%	
0017024 561400 MAINT SUPPLIES &	20,000	0	20,000	28,689.51	11,022.92	-19,712.43	198.6%*	
0017024 561800 PROGRAM SUPPLIES	15,000	0	15,000	3,650.18	8,350.00	2,999.82	80.0%	
0017024 562100 HEATING OIL	6,000	0	6,000	4,167.67	1,832.33	.00	100.0%	
0017024 562200 NATURAL GAS	37,000	0	37,000	16,253.62	20,746.38	.00	100.0%	
0017024 581120 CONFERENCES & ME	2,500	0	2,500	3,306.36	.00	-806.36	132.3%*	
TOTAL AQUATICS	683,155	0	683,155	420,966.37	91,106.33	171,082.30	75.0%	
TOTAL GENERAL FUND	683,155	0	683,155	420,966.37	91,106.33	171,082.30	75.0%	
TOTAL REVENUES	-203,500	0	-203,500	-175,030.49	.00	-28,469.51		
TOTAL EXPENSES	886,655	0	886,655	595,996.86	91,106.33	199,551.81		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	683,155	0	683,155	420,966.37	91,106.33	171,082.30	75.0%
** END OF REPORT - Generated by Amaris Estrada **							

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
0017022 PARKS GROUNDS & FACILITIES								
0017022 450311 MUZZY FIELD RENT	-30,000	0	-30,000	-29,515.00	.00	-485.00	98.4%*	
0017022 450321 RENTALS	-20,700	0	-20,700	-14,510.50	.00	-6,189.50	70.1%*	
0017022 450322 CONCESSION & MIS	-7,000	0	-7,000	-4,051.03	.00	-2,948.97	57.9%*	
0017022 514000 REGULAR WAGES &	1,097,545	34,855	1,132,400	776,834.68	.00	355,565.32	68.6%	
0017022 515100 OVERTIME WAGES &	120,000	3,600	123,600	72,133.64	.00	51,466.36	58.4%	
0017022 515200 PARTTIME WAGES &	50,500	0	50,500	22,867.36	.00	27,632.64	45.3%	
0017022 541000 PUBLIC UTILITIES	78,000	0	78,000	56,613.04	21,386.96	.00	100.0%	
0017022 541100 WATER & SEWER CH	45,000	0	45,000	38,232.82	6,767.18	.00	100.0%	
0017022 542140 REFUSE	16,000	0	16,000	7,665.91	3,719.29	4,614.80	71.2%	
0017022 543000 REPAIRS & MAINT	60,000	0	60,000	19,705.70	28,182.18	12,112.12	79.8%	
0017022 543100 MOTOR VEHICLE SE	11,000	0	11,000	8,765.25	4,711.43	-2,476.68	122.5%*	
0017022 561400 MAINT SUPPLIES &	95,000	0	95,000	45,002.86	54,003.61	-4,006.47	104.2%*	
0017022 562100 HEATING OIL	18,000	0	18,000	10,584.63	3,717.35	3,698.02	79.5%	
0017022 562600 MOTOR FUELS	37,000	0	37,000	27,849.30	500.00	8,650.70	76.6%	
0017022 563000 MOTOR VEHICLE PA	21,000	0	21,000	24,396.82	4,989.98	-8,386.80	139.9%*	
0017022 563100 TIRES	3,500	0	3,500	119.00	3,381.00	.00	100.0%	
0017022 570905 SMALL EQUIPMENT	10,000	0	10,000	5,387.68	3,093.64	1,518.68	84.8%	
0017022 581120 CONFERENCES & ME	4,000	0	4,000	6,317.35	.00	-2,317.35	157.9%*	
0017022 581200 VANDALISM	4,000	0	4,000	414.50	550.00	3,035.50	24.1%	
TOTAL PARKS GROUNDS & FACILITIES	1,612,845	38,455	1,651,300	1,074,814.01	135,002.62	441,483.37	73.3%	
TOTAL GENERAL FUND	1,612,845	38,455	1,651,300	1,074,814.01	135,002.62	441,483.37	73.3%	
TOTAL REVENUES	-57,700	0	-57,700	-48,076.53	.00	-9,623.47		
TOTAL EXPENSES	1,670,545	38,455	1,709,000	1,122,890.54	135,002.62	451,106.84		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13								
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL	
GRAND TOTAL	1,612,845	38,455	1,651,300	1,074,814.01	135,002.62	441,483.37	73.3%	
** END OF REPORT - Generated by Amaris Estrada **								

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13								
ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED				AVAILABLE	PCT
001 GENERAL FUND	APPROP	ADJSTMTS	BUDGET	YTD ACTUAL	ENCUMBRANCES	BUDGET	USE/COL	
0017023 RECREATION								
0017023 450105 PROGRAM FEES	-293,000	0	-293,000	-247,962.64	.00	-45,037.36	84.6%*	
0017023 514000 REGULAR WAGES &	137,280	0	137,280	90,444.86	.00	46,835.14	65.9%	
0017023 515100 OVERTIME WAGES &	500	0	500	1,140.74	.00	-640.74	228.1%*	
0017023 515200 PARTTIME WAGES &	342,000	0	342,000	227,631.52	511.40	113,857.08	66.7%	
0017023 531000 PROFESSIONAL FEE	125,000	0	125,000	96,594.65	26,807.00	1,598.35	98.7%	
0017023 561800 PROGRAM SUPPLIES	32,000	0	32,000	7,028.42	8,973.42	15,998.16	50.0%	
0017023 581120 CONFERENCES & ME	1,250	0	1,250	1,385.00	.00	-135.00	110.8%*	
TOTAL RECREATION	345,030	0	345,030	176,262.55	36,291.82	132,475.63	61.6%	
TOTAL GENERAL FUND	345,030	0	345,030	176,262.55	36,291.82	132,475.63	61.6%	
TOTAL REVENUES	-293,000	0	-293,000	-247,962.64	.00	-45,037.36		
TOTAL EXPENSES	638,030	0	638,030	424,225.19	36,291.82	177,512.99		

YEAR-TO-DATE BUDGET REPORT

FOR 2024 13							
	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	345,030	0	345,030	176,262.55	36,291.82	132,475.63	61.6%
** END OF REPORT - Generated by Amaris Estrada **							

Outstanding Questions (March Meeting)

Outstanding Questions posed by Commissioners on February 21, 2024

- Who is paying for this? It's a city issue not just a park issue
- What is the final price annually?
- Where does the geese meat go?
- Staff hours spent on dealing with it
- How long does this work for? How many years will we have to keep doing this?
- Who is handling the PR/ fall out on this- Mayor's office
- Does this fit within the scope of our mission when it comes to conservation and stewardship?

1. **We are interested in receiving a formal proposal. The commission is trying to get their hands around what the final price will be. How many years will we need to engage service for (i.e. is this going to be an annual cost we need to account for).**

Answer: You will see the best results if you continue with management yearly. If we are able to locate and remove nests in the area, you may begin to see a decrease in geese as well as a decrease in the number of nests found after a few years of continued effort. Essentially, we have to continue to prevent new geese from being born and wait for the adult geese to pass or be removed. This will be harder to do if there are no nests in the area that feed the population of geese you are having problems with. The population of geese that nest here are considered residential geese and live in the area year-round. During the fall winter and spring, we also have migratory geese that travel from their breeding grounds in northern North America and then return to nest. If we can manage the residential geese and keep them from repopulating, we can hopefully decrease that local population that cause a significant amount of nuisance and hazards during the summer months. We do have to consider that other geese nearby may move in as well which is why we recommend continued harassment and removal efforts along with nest removal.

2. **Similarly, how long is this anticipated to work for. Does it fix the problem and then in a few years they will be back and we have to continue to do this?**

Answer: If we stop our efforts, geese will return. You may see a decreased number for a year or so but they will be back to the original numbers shortly after. I recommend starting an aggressive management effort early on with nest removal, goose removal, and dispersal efforts to try and have the biggest affect quickly. Then as we start to see how our activities are working, we may be able to decrease some of the work as the goose population drops. Again this is not a guarantee as geese can always move in from somewhere else and will have to be managed.

Special Event – Permit Application

REQUESTS SHOULD BE SUBMITTED A MINIMUM OF 45 DAYS BEFORE THE EVENT

A SITE PLAN SHOWING THE LAYOUT OF THE EVENT MUST BE ATTACHED

The Misfit Mamas INC Easter Eggstravaganza

Event Name: _____

Requested Location: Rockwell Park Entry Ticket Price: \$10.00

Date(s): 04/06/2024 Rain Date: 04/13/2024

The Following information must be provided for all applicants. Additional pages may be attached hereto.

Applicant Name: Shea Wordell and Kathleen Bedlack

Applicant Address: 135 Lake Avenue, Bristol, CT 06010

Phone Number: 860-222-0831 Email Address: Info@themisfitmamasinc.org

Sponsor/Organization Name: The Misfit Mamas INC ☒ Non-Profit ☐ For Profit

Sponsor/Organization Address: 135 Lake Avenue, Bristol, CT 06010

TIME OF EVENTS

	Start Date	Start Time	End Date	End Time
Setup and Prepare	4/6/2024	8am	4/6/2024	10am
Actual Event	4/6/2024	10am	4/6/2024	3pm
Clean up and Close	4/6/2024	3pm	4/6/2024	

ESTIMATED ATTENDANCE FIGURES

Expected attendance:	2,500	Volunteers	40
Vehicles:	1500	Number of Vendors/ Booths	275

Event Description: (if your description is longer than the space provided please feel free to attach a description at the end, when attachments are requested.)

Easter egg hunt fundraiser for Briarwood campus! Various egg hunt throughout park to accommodate all ages and makeups, car show, vendors, food trucks, mini duck race and more!

Insurance Requirements: To hold an event on City property - a minimum of \$1,000,000 combined single limit Bodily injury, property damage per occurrence and \$2,000,000 aggregate coverage. The City of Bristol must be named as additional insured. Please attach COI with the Application. Your Application will not be processed without the COI.

Return application and COI:

City of Bristol
Public Work Department
 111 North Main Street
 Bristol, CT 06010
www.bristolct.gov

Special Features

Will the event include any of the following? ☒ Yes ☐ No

If yes, the event features may require an inspection and special permit/license from the Fire and/or Health Departments.

SPECIAL FEATURE	YES	NO	NOTES
Will Food or Beverage be offered	☒	☐	
Food vendors must be approved and licensed by BBHD			
Tents / Canopies (sizes)	☒	☐	
Open Flame/ Cooking	☐	☒	
Fireworks	☐	☒	
Temporary Fencing / Structures	☐	☒	
Will there be Amplified Music	☒	☐	
Will there be items for Sale	☒	☐	
First Aid area	☒	☐	
Portable Restrooms/ Waste Control	☒	☐	
Carnival/Amusement Rides	☐	☒	
Inflatables	☒	☐	
Street closure	☒	☐	
Sidewalk Closure	☐	☒	
Public Parking Lot Closure	☐	☒	
Traffic Control Requested (additional Fee may apply)	☒	☐	

Police Chief may determine that Traffic Control is required even if not requested.

Public Street closure requested: ☐ Yes ☒ No Street Name: _____

Closure location beginning at (Street Name) : _____

Ending at (Street Name): _____

Who will be responsible for security/safety at the event: _____

Barricades needed to block traffic ☐ Yes ☒ No

Rubbish Disposal:

☐ Applicant will be responsible ☒ Applicant requests City of Bristol containers & disposal (additional fee may apply)

of Rubbish Barrel(s)¹⁰ _____ # of Recycle Barrel(s)¹⁰ _____

Alcoholic Beverages:

No alcoholic beverages will be allowed for sale or consumed at the site of the event. The applicant agrees to publicize the no alcoholic beverages restriction in their event notices, tickets and site signage.

Hold Harmless Clause:

Applicant agrees to hold the City of Bristol harmless and will indemnify the City of Bristol for damages sustained as a result of an injury or property damage for which the City of Bristol may be held responsible, resulting from the event identified in the agreement for the use of City property. I will abide by all policies, rules, regulations and conditions of use as written. I understand that the special event permit is not transferable to any other individual or group.

Signature of Applicant: _____

eSigned via SeamlessDocs.com
Key: 0d44aaef4827bfe8883256b7d2dad69

Date: 02/21/2024

***** City Use Only *****

OFFICIAL	COMMENTS	Signature
Comptroller (Insurance Review) ☐ Approved ☐ Denied		
Parks & Recreation ☐ Approved ☐ Denied		
Fire Chief ☐ Approved ☐ Denied Fire Marshal (if applicable) ☐ Approved ☐ Denied		
Police Chief ☐ Approved ☐ Denied Police Traffic Control (if applicable) ☐ Approved ☐ Denied		
Health District ☐ Approved ☐ Denied		
* The Bristol Burlington Health District must approve the Food Vendors or they will not be permitted to offer food at this event. Applicant is responsible for having food vendors contact the BBHD. (860) 584-7682		
Public Works ☐ Approved ☐ Denied		

FULLY APPROVED:	DATE: 02/21/2024
Any Conditions of Approval:	

Return application and COI:
City of Bristol
Public Work Department
111 North Main Street
Bristol, CT 06010
www.bristolct.gov



All Heart Parks Advocate Award
Nomination Form
City of Bristol CT

Submitted On:

Mar 12, 2024, 10:44AM EDT

2024 All Heart Parks Advocate of the Year Award Program

Individual/Organization Name:	Andrew Howe
Contact Person:	First Name: Andrew Last Name: Howe
Phone Number	8605024881
Email	aghowe91011@gmail.com
Individual Name:	Brian Avery
Phone Number	860-582-5294
Email	brianavery@sbcglobal.net
Full Address	Street Address: 164 Owen's Way City: Bristol State: CT Zip: 06010
Categories of Contributions (select all that apply):	Services In-Kind Labor
Dates of contribution and/or number of hours volunteered (if applicable):	His projects are ongoing for the Veterans memorial park as well as the Memorial Boulevard.
Describe in detail the significant contributions made by this individual to improve the quality of the Bristol park system:	Brian has put in countless hours completing projects in our two Veterans Parks. Brian has raised funds for multiple monuments honoring or vets and has maintained Forestville's park.



All Heart Parks Advocate Award
Nomination Form
City of Bristol CT

Submitted On:

Feb 22, 2024, 02:13PM EST

2024 All Heart Parks Advocate of the Year Award Program

Individual/Organization Name:	Mayors Office
Contact Person:	First Name: Jeff Last Name: Caggiano
Phone Number	860214-5533
Email	jeffcaggiano@bristolct.gov
Individual Name:	Brian Avery
Phone Number	8603845626
Email	brianavery@sbcglobo.net
Full Address	Street Address: 164 Owens Way City: Bristol State: CT Zip: 06010
Categories of Contributions (select all that apply):	Money Services Other Donation
Dates of contribution and/or number of hours volunteered (if applicable):	Brian has been a tireless advocate of Quinlan Park and has raised thousands of dollars for the beautification of the park. Not only has he raised the funds, but he pours his individual labor, time and energy into the multiple projects that he has spearheaded. Brian will no doubt be successful in bringing a POW/MIA monument to the Memorial Boulevard and who knows what other improvements he has up his sleeve.
Describe in detail the significant contributions made by this individual to improve the quality of the Bristol park system:	In particular Brian has focused on Veteran's issue and as someone who has served our country, he understands the importance of those that have given their lives for our freedoms. Bristol has one of the highest number of veterans among our population and our 2 veterans parks are significantly better because of Brian.



All Heart Parks Advocate Award
Nomination Form
City of Bristol CT

Submitted On:

Jan 18, 2024, 02:43PM EST

2024 All Heart Parks Advocate of the Year Award Program

Individual/Organization Name:	Sandra Bogdanski
Contact Person:	First Name: Sandra Last Name: Bogdanski
Phone Number	8907488677
Email	sandybogs@gmail.com
Individual Name:	Brian Avery, Commander of American Legion Post 209
Phone Number	
Email	
Full Address	
Categories of Contributions (select all that apply):	Services In-Kind Labor Other Donation
Dates of contribution and/or number of hours volunteered (if applicable):	Brian spearheaded improvements at Quinlan Park over the Spring and Summer of 2023
Describe in detail the significant contributions made by this individual to improve the quality of the Bristol park system:	Brian took the initiative to engage with BPRYCS at our monthly meetings to get approval to undertake renovations at Quinlan Park. His vision to add flags from all the Military Branches, a historic bell adorned with an American Eagle, benches, and brick pavers to help fund the project was immediately supported by the Board of Commissioners and Department Leadership. He came to our meetings prepared with diagrams, plans, and a desire to deliver amazing improvements for the citizens of Bristol. He also required very little department support, spearheading most of the work himself. What he delivered was beautiful improvements that will be enjoyed by residents for years to come. He is an advocate for our Veterans, is both a Justice of the Peace as well as Commander of American Legion Post 209, a Notary Public, former State of Connecticut officer in the Department of Corrections and a proud resident of Bristol. I believe he deserves this award for all of his work to improve Quinlan Park!



All Heart Parks Advocate Award
Nomination Form
City of Bristol CT

Submitted On:
Mar 1, 2024, 11:04AM EST

2024 All Heart Parks Advocate of the Year
Award Program

Individual/Organization Name:	Park Commissioner
Contact Person:	First Name: Emily Last Name: Michaud
Phone Number	8609408659
Email	ESMICHAUD@GMAIL.COM
Individual Name:	Joyce Ptak
Phone Number	8602121850
Email	joyceptak@sbcglobal.net
Full Address	
Categories of Contributions (select all that apply):	Services In-Kind Labor
Dates of contribution and/or number of hours volunteered (if applicable):	
Describe in detail the significant contributions made by this individual to improve the quality of the Bristol park system:	



All Heart Parks Advocate Award
Nomination Form
City of Bristol CT

Submitted On:

Mar 5, 2024, 04:21PM EST

2024 All Heart Parks Advocate of the Year Award Program

Individual/Organization Name:	Environmental Learning Centers of Connecticut (ELCCT)
Contact Person:	First Name: Cindy Last Name: Donovan
Phone Number	860-539-6338
Email	jd2cd@att.net
Individual Name:	Scott Heth
Phone Number	860-583-1234
Email	sheth@elcct.org
Full Address	Street Address: 501 Wolcott Road City: Bristol State: CT Zip: 06010
Categories of Contributions (select all that apply):	Land Money Services Equipment In-Kind Labor Other Donation
Dates of contribution and/or number of hours volunteered (if applicable):	The Pigeon Hill Preserve April 2023 The other item I would like to include is the support and efforts of ELCCT/Scott to help eradicate invasive species in the Roberts Property. I was not able to participate and don't know the man hours he dedicated to it, but know there is a lot of behind the scenes work involved.
Describe in detail the significant contributions made by this individual to improve the quality of the Bristol park system:	This collaboration between the City and ELCCT with support from the State we have 63 acres of open space that will forever be protected for the benefit of our community, plants, and animals that make it their home. For the invasive cleanup in the Roberts Property, this shows his dedication to the same goals of the Park Department. ELCCT is a valuable resource for our town. They exhibit collaboration that benefits all.

	P.S. I don't have pictures of the events, I could search through old emails, but I'm thinking you all have it organized already.. Thanks :)
Please include a photo of the nominee to be featured during the award ceremony at the Annual Dinner on the Diamond Fundraiser.	Pigeon Hill.jpg



All Heart Parks Advocate Award
Nomination Form
City of Bristol CT

Submitted On:

Mar 8, 2024, 02:51PM EST

2024 All Heart Parks Advocate of the Year Award Program

Individual/Organization Name:	Ellen Zoppo-Sassu, 2023 All Heart Park Advocate and former Mayor
Contact Person:	First Name: Ellen Last Name: Zoppo
Phone Number	8606203110
Email	ellenzoppo@comcsat.net
Individual Name:	Scott Heth, Executive Director of the Environmental Learning Centers of CT and its Board of Directors
Phone Number	860-583-1234
Email	sheth@elcct.org
Full Address	Street Address: 501 Wblcott Rd City: Bristol State: CT Zip: 06010
Categories of Contributions (select all that apply):	Land Money Services
Dates of contribution and/or number of hours volunteered (if applicable):	N/A See below
Describe in detail the significant contributions made by this individual to improve the quality of the Bristol park system:	Creation of the Pigeon Hill Preserve The City of Bristol and ELCCT worked for 2 plus years to put together a large purchase of open space that was at risk of being developed. The parcel spanned 2 communities - 33 acres in Bristol adjacent to the Barnes Nature Center and Riley Field, and 30 acres in Burlington. Scott Heth and the ELCCT Board raised private funds and along with the City of Bristol, co-authored an Open Space application to the State DEEP, garnering \$850,860 toward the \$2.1 million purchase from NTH Properties. This saved the critical parcel from gravel extraction or development, which would have a devastating effect on the neighborhood, would wipe out a geologically significant landform and degrade the quality of a pristine trout stream that bisects the property. The land gets its name from the reports that Passenger Pigeons, now extinct, once roosted in large numbers on the glacial esker that is located on both the existing nature center property as well as the Pigeon Hill property. The esker was formed by sediment brought in by a river under the glacier that once covered the land.

Once the glacier melted, centuries ago, it left behind a tall, meandering ridge: a local landmark.

The open-space property serves to enhance the land currently owned by ELCCT and the City of Bristol's Riley Field and Seymour Park. ELCCT is working in tandem with the City of Bristol to restore areas already mined on the preserve; created a 1.3 mile loop that goes from Pigeon Hill to the Barnes Nature Center which may also be accessed via Seymour Park where hikers may see unique geological features, such as the historic esker that the preserve protects; and there are plans for creating a wildflower field and maintaining the grassy wooded habitat areas utilized by the American Woodcock as a breeding ground.

The ELCCT is currently fundraising for the second phase of this project, which is the Wallace Barnes Accessible Nature Trail, a mile-long nature trail that will be accessible to people using wheelchairs, strollers, walkers and other mobility devices.

Inspiring and enabling people of all ages to spend time in nature is at the core of the Environmental Learning Centers of Connecticut's mission and dovetails nicely with the mission of the Parks, Recreation, Youth and Community Services to promote outdoor recreation and parks.

While this nomination is not an exact fit for the award criteria, I do believe it should be considered as it does community that has made a significant and "exemplary contribution that have really gone above and beyond to make a significant positive impact on the park system," since this type of acquisition and public-private partnership was so unique, as well as an investment by the City and ELCCT that will benefit generations to come.

The ELCCT is the steward of hundreds of acres of open space. This was a complex and multi-layered project that they chose to embark upon for the good of the community. Could the City or ELCCT do it themselves? I believe that the answer would be no, as the City offered bond money, and the ELCCT offered expertise in making the case about the eskers and wildlife habitats. Together, they co-authored a grant, negotiated the purchase, and handled all of the legal requirements of the purchase and creation of the trail, which opened on April 22, 2023 and has enhanced both the City's adjacent park and ELCCT's Barnes Nature Center.

In an era of diminishing resources and increasing difficulty in raising funds, Scott Heth was a visionary leader in acknowledging that this was a once in a lifetime opportunity to create a nature oasis, preserve habitats and open space, and link two community resources - Barnes Nature Center and Seymour Park/Riley Field.

	an area that did not have an appropriate amount of public outdoor recreational options for those neighborhoods. He and the ELCCT board's partnership with the City of Bristol should be celebrated and acknowledged, especially as they continue to fundraise for the second phase of this project - the 1 mile Wallace Barnes Accessible Nature Trail, a 1 mile loop nature trail that will be accessible to people using wheelchairs, strollers, walkers and other mobility devices.
Please include a photo of the nominee to be featured during the award ceremony at the Annual Dinner on the Diamond Fundraiser.	Final-Map-Red-Trail-Option-1-1024x683.jpg



Bristol First Responders' Memorial

Preliminary Proposal | 3/4/2024

SVIGALS + PARTNERS







Existing Site Info - **Muzzy Field Park**





Preliminary Studies

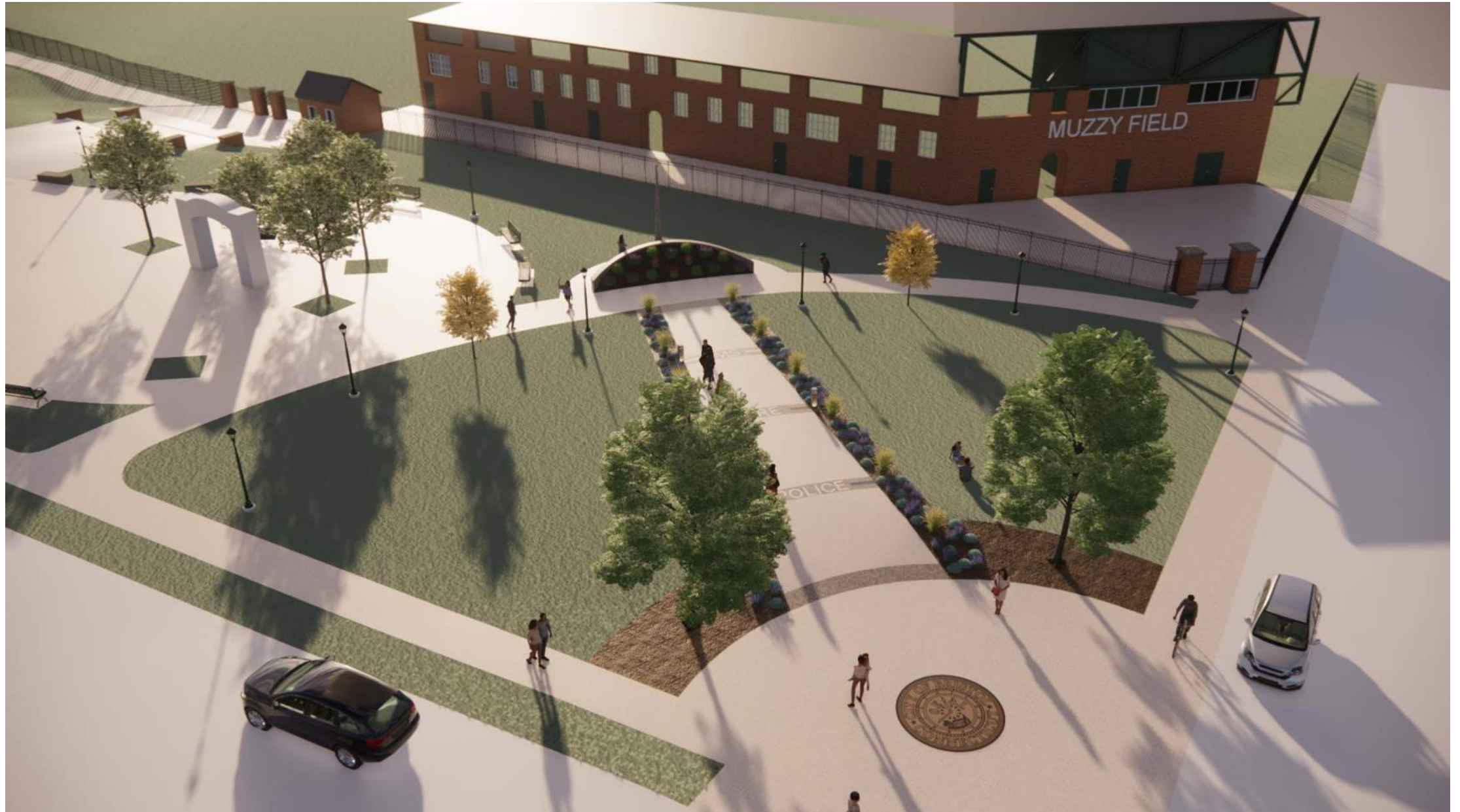
September 2023







Preliminary Concept















Thank You

SVIGALS + PARTNERS

just the right amount of weird.

Not your typical architect. Nothing cookie-cutter.

BEYOND my expectations.

*I'm **THRILLED** with the design.*

No clashing – which has happened with other architectural firms.

**“Svigals cares about the project,
the client, and meeting client needs.
That shows.”**

*All architects think about the end-user first, but
Svigals **THINKS OF THE CLIENTS** too.*

Fantastic in reaching consensus.

Our Svigals project is our crown jewel.

*The process of **COLLABORATION** was outstanding.*

*Svigals has **NO COMPETITION** in
terms of creativity and collaboration.*

Urban Forest Equity Grant Program Request for Proposals

1. Introduction

The Connecticut Department of Energy and Environmental Protection (DEEP) is dedicated to conserving, improving, and protecting our natural resources and the environment, and increasing the availability of cheaper, cleaner, and more reliable energy. DEEP's Urban and Community Forestry Program, achieves these goals by supporting healthy, resilient urban forests that provide multiple climate benefits. Urban forests mitigate climate change by storing and sequestering carbon from the atmosphere. They also help to mitigate many of the negative impacts of climate change by reducing elevated temperatures which in turn can reduce energy costs and improve the quality of life for residents. Through financial support provided by the USDA Forest Service through the Inflation Reduction Act DEEP's Urban and Community Forestry Program is requesting proposals for the Urban Forest Equity Grant Program. Award amounts are based on the following funding tiers:

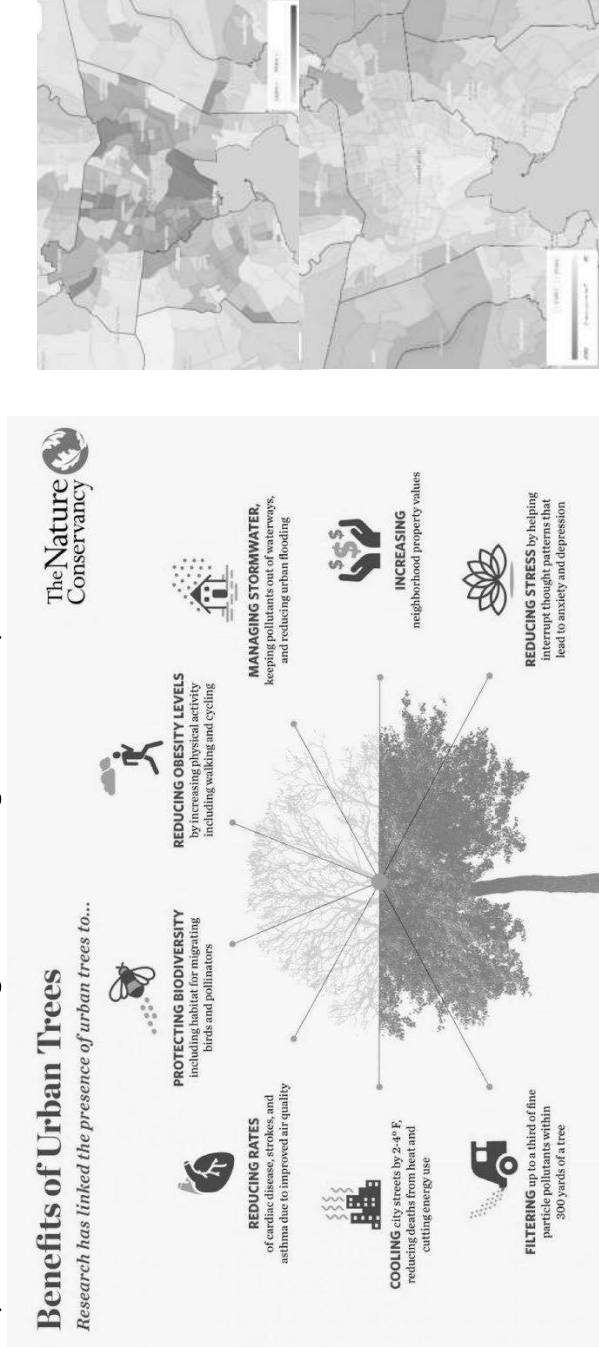
Tier I: \$5,000-\$25,000

Tier II: \$25,001-\$75,000

Tier III: \$75,001-\$200,000

2. Goals of the Program

The Urban Forest Equity Grant Program aims to address canopy inequities in nature-deprived communities in Connecticut by providing financial support for urban forestry projects. Nature-deprived communities are disadvantaged communities that disproportionately lack access to natural areas such as parks and urban forests. These parks and urban forests provide numerous social, ecological, economic, and health benefits and are an important tool in combating climate change and its impacts.



Urban trees provide numerous important benefits (left). In many low-income and communities of color, tree cover is lacking, leading to canopy inequities. In New Haven, communities with more people living below the poverty line (top right) have less tree cover (bottom right) compared with communities where fewer people are living below the poverty line. Sources: The Nature Conservancy and American Forests Tree Equity Score

The Urban Forest Equity Grant Program can support a variety of urban and community forestry projects including but not limited to:

- **Tree planting on private lands with permission of landowner**
See this example of the “Trees for Free program” from Bloomfield, CT

- **Engaging groups in urban forest planning and planting**
See this example of a series of visioning and community meetings held in [Bridgeport, CT](#)
- **Urban forest planning and assessment**
See this example of a forest management plan from [Plainfield, CT](#)
- **Work force development**
See this example of the “GreenSkills Program” from [New Haven, CT](#)
- **Invasive species management**
See this example of a project to map and remove invasives species from [Stamford, CT](#)
- **Urban wood utilization**
See this example of the “Wood Material Management Program” in [Hartford, CT](#)
- **Urban food forests**
See this example from [Atlanta, GA](#)
- **Extreme heat mitigation**

You may also wish to review [this page](#) with additional examples of previously funded projects. Projects must demonstrate direct benefit to disadvantaged communities as defined by the [Climate and Economic Justice Screening Tool](#), note that these communities align with those indicated in DEEP’s [Urban Forestry Grant Screening Tool](#).

Applicants are strongly encouraged to attend Urban and Community Forestry [Office Hours](#) and/or reach out to DEEP.UCF.Grants@ct.gov for advice and guidance on preparing your Urban Forest Equity Grant.

3. **Eligibility and Other Requirements**

- Eligible grant recipients include:
 - o State government entities
 - o Local government entities
 - o Federally Recognized Tribes/Tribal Organizations
 - o Non-profit organizations registered with the [CT Secretary of State](#).*
- Grant recipients must have a [SAM.gov Unique Entity ID \(UEID\)](#)
- Projects must take place in Connecticut.
- Eligible lands include:
 - o State and municipal lands
 - o Homeowner associations
 - o Private lands**
 - o Tribal lands
- Ineligible Activities include:
 - o Research, this refers specifically to scientific research or projects that are purely research-based
 - o Construction, unless this is part of the site preparation for tree planting such as expanding or creating tree pits
 - o Land Acquisition
 - o Payment directly to private landowners
 - o Equipment more than \$5,000
- Projects must benefit disadvantaged communities as defined by the [Climate and Economic Justice Screening Tool](#).
- Administrative costs cannot exceed 20% of the total amount requested.
- Projects must be completed within the time frame determined through the project agreement.
- DEEP reserves the right to accept or reject any proposal, modify, or terminate the RFP, or require additional information from applicants.

- All proposals submitted in response to this RFP are to be the sole property of the State.
- Once submitted, no changes to proposals will be allowed unless invited by DEEP to submit a revised application. If there is an opportunity for reconsideration of an application (in the next grant round or if the overall project funding is not fully committed), DEEP will work with the applicant to submit an updated grant application for re-consideration that addresses any deficiencies or issues identified by the review committee.
- Contract Negotiation – Awards will be delivered upon entering into a contract with the State. DEEP reserves the right to negotiate or contract for all or any portion of the services contained in this RFP.

*Community groups without 501(c)3 status are welcome to apply with support from a 501(c)3 fiscal sponsor.

**Work on private lands will require a private property work agreement, see Appendix I for specific requirements and sample agreements.

4. Guidelines for Submitting Proposal

See program application. Applications eligible for evaluation must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the RFP, (4) be complete. Proposals that fail to follow instructions or satisfy these submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFP. Applications will be accepted online, contact DEEP.UCF.Grants@ct.gov if you need other accommodations.

5. Match

There is no match requirement for this grant program.

6. Reimbursement

These are reimbursement grants that are funded through contracts. This means that payment for the granted activity will occur according to the terms of the state contract after the grant project has been completed and final outputs have been submitted and approved by DEEP. Reimbursement can be issued at intervals during the grant, as requested by the recipient. An upfront payment of no more than 20% of the total award may be dispersed at contract execution. Grantees seeking upfront payment should reach out in writing to the program lead to provide rationale for upfront disbursements and detail the project items seeking to recover costs for upon contract execution. Proof that payments have been made for project expenses must be submitted before requesting reimbursement.

Reimbursement can only be issued for costs incurred during the grant period – no reimbursements will be issued for expenditures made prior to the receipt of a fully executed contract or after the contract has expired.

7. Reporting

All publications or press releases shall reference the role that USDA Forest Service funding and DEEP Forestry has played in this project. Similarly, the USDA Forest Service and DEEP Forestry shall be mentioned on any markers put in place in association with a project.

Recipients will be required to check-in with DEEP **every three months** to provide project updates and identify if any technical assistance is needed from DEEP. These check-ins may be conducted via e-mail, virtually or through in-person site visits by DEEP to the project location. In addition to regular check-ins all recipients will be required to either host or attend an in-person regional workshop coordinated and led by DEEP to demonstrate best management practices in urban forestry. This workshop will take place within the first six months of contract execution and is intended to help recipients get started on their projects and to foster information-sharing between

grantees. At the conclusion of the project, recipients will be required to submit a final report. Final reports must include relevant data and outputs including but not limited to: the number, geolocation, species, and size of trees planted, any forest management plans or inventories created, and the number of community members or volunteers engaged. DEEP will provide training to instruct recipients on the data collection process and expectations for final reports. All final reports and associated data products will be publicized by DEEP.

8. Timeline

Applications are due April 17th, 2024, at 5:00 PM. Questions will be accepted through February 21th, 2024 and an FAQ will be published on the DEEP Grants website by February 28th, 2024.

Recipients will be notified of their awards by May 29th, 2024. If awarded, recipients will be notified by DEEP via email that the contracting process has begun (see sample contract in Appendix II). Approved projects must be completed by June 29th, 2026.

9. Evaluation Criteria

Review committee: Applications will be reviewed by a panel of 5-8 members that have expertise in one or more of the following areas or are representatives from one or more of the following roles.

- Environmental Justice Expert
- Community Engagement Expert
- Arborist and/or Forester
- Representative from an Environmental Non-profit
- Municipal Land Manager or Tree Warden
- Community Member or Leader
- Previous DEEP Urban Forestry Grant Recipient
- DEEP Urban Forestry Coordinator

Scoring Rubric:

	0	1	2	3
Scope of Work				
Project Proposed projects should be clearly defined and easily understood when reviewed alongside the proposed timeline and the budget.	No information provided	Project is not clearly defined and/or not easily understood	Project is clearly defined and easily understood but there are misalignments between work proposed and the items outlined in the timeline and/or budget	Project is clearly defined and aligns completely or almost completely with the proposed timeline and budget
Approach Approach should outline method(s) employed to accomplish the proposed work.	No information provided	Methodology is not appropriate for the proposed project	Proposed methods are appropriate but not realistic given the budget and/or timeline for the project.	Methodology is appropriate for the proposed project and aligns completely or almost completely with the proposed timeline and budget
Outcomes Expected outcomes should be clearly outlined including a defined strategy to document these outcomes.	No information provided	Outcomes are not clearly defined	Outcomes are clearly defined but no strategy is identified to document outcomes	Outcomes are clearly defined and a viable strategy is identified to document these outcomes
Support Team Support team should possess the professional/technical experience needed to execute the project or should identify specific partner organizations or contractors that can fill in where professional/technical gaps exist.	No information provided	Support team has none of the professional/technical experience relevant to the project and no organizations or contractors are identified to fill in these gaps	Support team has some of the necessary professional/technical experience but has not identified a contractor or partner to fill in professional/technical gaps	Support team possess all the professional/technical experience relevant to the project or has identified and included letters of support/commitment from partner organizations and/or potential contractors
Timeline	No information provided	Timeline is unrealistic	Timeline is realistic but key events missing or incomplete	Timeline is realistic, includes all key events including periodic check-ins with CT DEEP
Budget	No information provided	Budget is not appropriate for scope of work	Budget is appropriate for scope of work but is not consistently detailed, may be missing information such as quantities of materials to be purchased, percentages or hourly expectations of staff time, etc.	Budget is appropriate for scope of work and provides key details for each budget line item

	0	1	2	3
Urban Forestry Goals				
Urban Forestry Vision and Impact Strong proposals will articulate well-defined and achievable urban forestry goals, will demonstrate how the work proposed will help achieve goals, and will connect with statewide goals outlined in the Forest Action Plan and GC3 Forest Sub-group Report .	No information provided	Urban forestry goals are not well-defined or are vague and/or unmeasurable	Urban forestry goals are specific and well-defined but are either not achievable with the work proposed or not in alignment with statewide goals	Urban forestry goals are specific, well-defined, achievable with the work proposed, and in alignment with statewide goals
Data-Informed Projects Proposals should demonstrate a thoughtful and data-driven process to determine the location and scope of the proposed project.	No information provided	Tools, data, or maps are referenced but the proposed locations/scope of work are too vague to discern if these are in alignment with priority work	Tools, data, or maps are referenced but the project location and/or scope of work don't indicate that the work proposed is a high priority	Project location and scope are specific and are informed by tools, maps, or other data that identify this as priority work
Sustainability Sustainability refers to the short- and long-term plans that will ensure projects continue to be successful, both within and beyond the timeline of this grant program. For planting projects this refers to plans for short- and long-term stewardship and care.	No information provided	Short- and long-term maintenance plans are loosely referenced; no acknowledgement of the funding mechanism or staffing needed to support these plans	Short- and long-term maintenance plans are clearly stated but the funding mechanism and staffing needed to support these plans is not articulated	Short- and long-term maintenance plans are clearly stated including the funding mechanism and staffing that will support these plans
	0	1	2	3
Equity and Environmental Justice Goals				
Equity and Environmental Justice Issues and Vision Strong proposals will articulate equity and environmental issues specific to the communities in which they are proposing to work and identify how the proposed work will help to address these issues.	No information provided	Equity and environmental justice issues are not well-defined or are not specific to the community in which the proposed work will take place	Equity and environmental justice issues are specific and well-defined, but it is not clear how the proposed work will help address these issues	Equity and environmental justice issues are specific and well-defined, and it is clear how the proposed work will help address these issues

Benefit to Disadvantaged Communities Proposals should demonstrate how the work proposed will deliver benefits to communities both directly and indirectly.	No information provided	Project will provide only indirect benefits to disadvantaged communities but is vague on how these benefits will be provided	Project will provide only indirect benefits to disadvantaged communities but is clear on positive impact provided	Project is clear on how it will provide direct and indirect benefits to disadvantaged communities
Engagement with Disadvantaged Communities Proposals should demonstrate a commitment to engaging and involving the communities that will be most impacted by the proposed project including working with Limited English Proficiency (LEP) communities affected by Project	No information provided	No effort to engage underrepresented audiences and residents in disadvantaged areas that will be directly impacted by the proposed project	“Top-down” approach to project implementation, minimal effort to engage underrepresented audiences and LEP residents in disadvantaged areas that will be directly impacted by the proposed project	Active community engagement component including ability to work with LEP communities that will involve disadvantaged communities in project planning, implementation, and long-term stewardship
	0	1	2	3
Community Involvement and Communication				
Community Involvement Strong proposals will identify clear plans to meaningfully involve the community throughout the duration of the project.	No information provided	Minimal opportunity for community input and involvement throughout the project, only one outreach/engagement event planned	Community involvement is solicited throughout the project but outreach and engagement events may not be accessible to community members due to the timing (e.g. planned during the work day), location (e.g. not located near public transportation or in the communities that will be most impacted), or language used (e.g. no translations available in LEP communities)	Multiple touchpoints with the community including ongoing and consistent engagement at all stages of project planning, implementation, and long-term maintenance/care; outreach and engagement events are accessible in both their schedule and location (e.g. meetings that will accommodate people with jobs and are located near public transportation); efforts to provide multi-lingual opportunities for involvement of LEP members if appropriate
Communication Strategy Proposals should include outreach strategies to make sure community members are aware of projects and opportunities to get involved throughout the duration of the project.	No information provided	Communication strategy is sporadic or infrequent, only one form of communication planned	Communication strategy clearly outlined and provides consistent and ongoing updates to communities, only one form of communication planned (e.g. only flyers or only meetings)	Clear communication strategy outlined to provide consistent and ongoing updates and information to communities, multiple forms of communication planned (e.g. meetings, e-mails, flyers, social media), efforts to conduct outreach in multiple languages included if appropriate for the LEP community

Community Support Projects should be rooted in community support.	No information provided	Relationships with partner and local community organizations indicated but no letters of support provided	Strong relationship with partner and local community organizations and one letter of support provided	Strong relationship with partner and local community organizations and multiple letters of support provided
	0	1	2	3
Capacity				
Effort DEEP recognizes the efforts of new and non-traditional groups to become involved with urban forestry projects particularly through the Urban Forest Equity through Capacity Building Grant Program.	Applicant did not apply to DEEP's Urban Forest Equity through Capacity Building Grant Program	Applicant applied but was not awarded or was awarded pending revisions and did not re-submit an updated application		Applicant applied to and was awarded funding through DEEP's Urban Forest Equity through Capacity Building Grant
Experience DEEP recognizes that smaller organizations with less funding often struggle to access grant programs.	Applicant has received > \$10,000 through a DEEP supported Urban and Community Forestry Grant in the past 3 years			Applicant has received $\leq$ \$10,000 through a DEEP supported Urban and Community Forestry Grant in the past 3 years
Collaboration DEEP recognizes that partnerships and collaboration among key stakeholders facilitates effective work and can help broaden the reach and impact of projects.	Applicant has not identified stakeholders/organizations to partner or work with through the proposed project	Applicant has identified stakeholders/organizations to partner or work with through the proposed project	Applicant has identified stakeholders/organizations to partner or work with through the proposed project and included one letter of support	Applicant has identified stakeholders/organizations to partner or work with through the proposed project and included multiple letters of support

10. Contact Information

Danica Doroski, Urban Forestry Coordinator
Department of Energy and Environmental Protection
79 Elm St. Hartford, CT 06106
DEEP.UCF.Grants@ct.gov
(860) 500-0152

11. Terms and Conditions

By submitting an application in response to this RFP, an applicant implicitly agrees to comply with the following terms and conditions:

- a) Equal Opportunity and Affirmative Action. The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- b) Preparation Expenses. Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- c) Exclusion of Taxes. The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- d) Federal terms. The resulting contract will be funded by the USDA Forest Service, and consequently will contain applicable federal terms and conditions. The contract will be subject to controlling federal statutes and regulations, including but not limited to, compliance with the federal Civil Rights Act and policies, the Freedom of Information Act (FOIA), registration with SAM.gov and UEI and financial reporting. See for more information the Federal terms required of non-Federal entities as subgrantees that is included in the DEEP contract in the section on Standard Terms and Conditions.

An RFP is not an offer. Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. A sample contract/PSA is attached in Appendix II and includes the State's pertinent Standard Terms and Conditions. The contract document will represent the entire agreement between the applicant and DEEP and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

Appendix I: Requirements and Sample Agreements for Work on Private Property

Agreements must address at a minimum:

- Responsibilities of both the property owner and the municipality,
- Tree care and survival, and
- Duration for which the agreement will exist.

The written agreement sample or template must be included in the grant application and, if awarded must be approved by both CT DEEP Staff and the program's Regional UCF Program Coordinator with the USDA Forest Service prior to the project's initiation. Upon approval, a written agreement must be signed by both an authorized municipal or organizational representative and the property owner for each property on which a tree or multiple trees will be planted; copies of these agreements must be submitted with the final project report. See example agreement below:

SAMPLE AGREEMENTS FOR WORK ON PRIVATE PROPERTY

The undersigned owner grants to the CITY/TOWN NAME and its agents the permission to enter upon owner's property situated on _____ for the purpose of planting a tree or trees in connection with the NAME OF GRANT tree program. Purchase and planting of the tree[s] shall be at no cost to owner.

The undersigned owner agrees to utilize his/her best efforts to properly establish the tree[s] planted through necessary watering, proper fertilization, and pruning for three years from the date of planting in accordance with the CT Tree Owner's Manual.

The undersigned owner agrees and acknowledges that any tree[s] planted by CITY/TOWN NAME or its agents shall be property of owner and owner shall be responsible for the cost of removal; should it become necessary. The species and location of tree[s] to be planted shall be mutually agreed upon by the owner and the CITY/TOWN NAME before planting.

Dated this ____ day of _____, _____.

Owner or his/her agent _____

MUNICIPAL TREE MANAGER _____

OR

I will plant and care for my tree according to the CT Tree Owner's Manual for as long as it is within my right to do so.

I agree to plant my tree(s) immediately at the address listed above, to give my tree(s) on-going care while I own them (or for X years), and to adhere to guidelines related to inhibiting the movement and dispersal of invasive pests and disease, such as not moving any mulch received at the event outside of the distribution county. I understand the tree(s) are under no warranty or guarantee.

In addition to providing appropriate care, I have no plans to further expand any buildings or pavement on my property in the next X years that would result in the removal/reduction of planting area for my newly planted tree(s).

Appendix II: Sample Contract

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT

Enter the Program Name or delete text here
(Enter Title of the Agreement)

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Rev. 08/01/2023 (DEEP Electronic Format)

CHECK ONE:

☐ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☐ ORIGINAL
☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.
P.O.

(3) CONTRACTOR NAME

(4) ARE YOU PRESENTLY A STATE EMPLOYEE?
☐ YES ☒ NO

CONTRACTOR ADDRESS

CONTRACTOR FEIN/SSN

STATE AGENCY

(5) AGENCY NAME AND ADDRESS

DEEP - _____, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.

DEP43000

CONTRACT PERIOD

(7) DATE (FROM) THROUGH (TO)

(8) INDICATE

☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of _____ pages numbered A-1 through A-_____ inclusive.

Page 1 of 10

Standard Terms and Conditions are contained in Pages 2 through 10 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of _____ page(s) numbered B-1 through B-_____).

Total Payments Not to Exceed the Maximum Amount of \$ _____.

(11) OBLIGATED AMOUNT

(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)
Amount	Dept	Fund	SID	Program	Project	Activity	Bud Ref	Agency CF 1	Agency CF 2	Account

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

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY

CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended
CGS Sec. 7-148(c) as amended (mun. auth.)

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)

TITLE

DATE

(25) AGENCY (AUTHORIZED OFFICIAL)

TITLE

DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

TITLE

DATE

DISTRIBUTION: CONTRACTOR

AGENCY

FUNDS AVAILABLE: _____

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency and the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as 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. 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 the "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."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or 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.
- (h) Records. For the purposes of this Contract, records are defined as 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.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquiring of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
3. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
4. Disclosure of Records. 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 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.

5. 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.

6. Termination.

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

7. 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, which 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.

8. 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 the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State 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.

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

10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101q of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or

- consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.
11. 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
12. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid 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 Bid, 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 specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, 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 the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
14. Protection of Confidential Information.
- 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.
 - Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - A process for reviewing policies and security measures at least annually;

- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

15. Executive Orders and Other Enactments.

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

16. Non-Discrimination.

- (a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (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 C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (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 C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐
17. Antitrust Provision. 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.
18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
21. Further Assurances. 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.
22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
23. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
24. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. 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 any subcontractor to all the applicable provisions of the Contract.
25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
26. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
27. Americans with Disabilities Act. 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. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.

28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract 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 non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
30. 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.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
32. Force Majeure. The Parties 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. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. 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.
33. 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.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
35. Large State Contract Representation for Contractor Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.
36. Large State Contract Representation for Official or Employee of State Agency Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.
37. Iran Energy Investment Certification.
- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the

California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

38. Consulting Agreements Representation. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title		Name of Firm (if applicable)	
Start Date	End Date	Cost	

The basic term of the consulting agreement are: _____

Description of Services Provided: _____

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

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

40. Compliance with Consumer Data Privacy and Online Monitoring.
Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

41. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

42. Compliance with Federal General Terms. The recipient and any sub-recipient must comply with the applicable USDA, Forest Service Eastern Region, State, Private, And Tribal Forestry general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document.

43. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.2, Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

44. Obtaining a Unique Entity ID (UEID), and registration in the System for Award Management (SAM). The Contractor shall obtain a UEI number, and provide said number to DEEP. If required by 2 CFR 25 or the Special Terms and Conditions of the Award, the

Contractor shall register in SAM. Additional information about obtaining a UEI number and registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

45. Termination (Federal).

Consistent with 2 CFR 200.340, the Federal issuing agency may unilaterally terminate this award in whole or in part:

- (a) if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or
- (b) if the award no longer effectuates the program goals or agency priorities. Situations in which the Federal issuing agency may terminate an award under this provision include when:
 - (1) The Federal issuing agency obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and the Federal awarding agency determines that it is in the government's interest to terminate the award;
 - (2) The Federal awarding agency obtains evidence that was not considered in making the award that causes the Federal awarding agency to significantly question the feasibility of the intended objective(s) of the award and the Federal awarding agency determines that it is in the government's interest to terminate the award;
 - (3) The Federal awarding agency determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

46. Suspension and Debarment. Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participant Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the federal issuing agency that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

47. Financial Conflict of Interest. The Contractor must have a written and enforced administrative process to identify and manage Financial Conflicts of Interest (COI) with respect to all projects for which USDA and DEEP funding is sought or received as required by 2 CFR 200.112. State universities receiving funds from USDA are only required to disclose subrecipient COI as a pass through entity as defined by 2 CFR 200.1. When requested, the Contractor must promptly make information available to DEEP and the USDA Contracting Officer relating to any disclosure of financial interests and the Contractor's review of, and response to, such disclosure, whether the disclosure resulted in the Contractor's determination of an COI. The Contractor is responsible for ensuring subcontractors compliance with this term and reporting identified financial conflicts of interests for the subcontract to DEEP and the USDA Contracting Officer.

48. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

49. Sufficient Progress. Federal issuing agency will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. Federal issuing agency may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

50. Copyrighted Material and Data. In accordance with 2 CFR 200.315, the Federal issuing agency has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

51. Tangible Personal Property Reporting. Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally sponsored programs or projects must be reported. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

52. Prohibition on certain telecommunication and video surveillance services or equipment. 2 CFR 200.216 which prohibits Federal award recipients from using loan or grant funds to enter into contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services. This prohibition applies even if the contract is not intended to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in NDAA 2019 are recorded in the System for Award Management exclusion list.

53. Civil Rights Act Obligations. Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable. As a recipient of USDA financial assistance, you are also required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial

Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>.

54. Lobbying Restrictions, Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

55. Drug-Free Workplace. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

56. Eligible Workers. The Recipient shall ensure that all employees complete the I- 9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

57. Resource Conservation and Recovery Act. Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247. Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

58. Build America, Buy America.

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

Contractors and any subcontractors understand and agree that the funds disbursed under this award that are part of a Federal financial assistance program may only be used in compliance with sections 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), and that none of the funds used for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program. None of the funds provided under this award may be used for a project for infrastructure unless:

- a. All iron and steel used in the project are produced in the United States.
- b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
- c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page and the Office of Management and Budget Made in America web page.

59. Required Certifications and Consequences of Fraud. (*Added 8/8/2023*)

Per 2 CFR 200.415(a) Required Certifications, to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the financial reports or vouchers requesting payment under the agreement will include a certification that must be signed by an official who is authorized to legally bind the recipient which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

60. Reporting Waste, Fraud, and Abuse. (Added 8/8/2023)

Consistent with 2 CFR 200.113, the recipient and any subrecipients must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award to the EPA Project Officer and the EPA Office of Inspector General (OIG) Hotline. The methods to contact the OIG hotline are (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460.

To support awareness of the OIG hotline, recipients and/or subrecipients receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and subrecipients need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

61. Whistleblower Protections. (Added 8/8/2023)

This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 providing that an employee of the recipient or a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Consistent with 41 U.S.C. 4712(d), the recipient and subrecipients shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.

62. Access to Records. (Added 8/8/2023)

In accordance with 2 CFR 200.337, USDA and the Office of Inspector General (OIG) have the right to access any documents, papers, or other records, including electronic records, of the recipient and subrecipient which are pertinent to this award in order to make audits, examinations, excerpts, and transcripts. This right of access also includes timely and reasonable access to the recipient and subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained.

APPENDIX A

SCOPE OF WORK

Purpose: To . . .

Description: The Contractor agrees to conduct a project entitled: _____

1. Insert Specific Paragraph Title(s): *[Insert paragraph(s) providing the following information: Who...is specifically doing the service? Include job titles of those involved and whether they are contractor staff, subcontractor or state agency staff. What...exactly is the contractor doing for the state? What steps are necessary and in what order? When...is each step to be conducted? What are due dates for deliverables and any reports? Where...is the service to be provided? dates, times, places? How...is each service to be provided? Include details as to how each step in the process is conducted. Take care to ensure that language is in contract format NOT proposal format (e.g. use Contractor shall vs. Contractor proposes to).]*

2. Budget: *[Describe all applicable unit rates – per hour, per day, per consultation, etc. and conditional terms such as credits or refunds or cancellation.] [If an itemized budget is required, include the following language.]* The Contractor shall adhere to the budget which is included in this Contract on page ____.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the _____ as follows: "Funding provided by the [list grant program] administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."

4. Publication of Materials: The Contractor must obtain written approval from DEEP's _____ prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

5. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

6. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Insert Division Name
Insert Program Coordinator Title
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

7. Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.

8. Project Summaries: Following Execution of this Contract, the Contractor shall provide summaries of project status to the [*bureau/division/program coordinator*] once every [*six months*] during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

9. Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum Contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. completion of objectives or services, and
- e. any other Contract revisions determined material by DEEP.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

10. Final Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit to the _____, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to, [*INSERT SPECIFIC LANGUAGE*].

11. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the _____, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as [*DETAILS*] must be included. A sample format is attached as Appendix C.

APPENDIX B
SCHEDULE OF PAYMENTS

The	maximum	amount	payable	under	this	Contract	is
		_____ dollars (\$ _____).					

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. _____ following completion of _____. *[This may include several "phases or series of deliverables. May be invoiced on a periodic basis (monthly, quarterly, etc.)*
- b. Payment for the remainder following completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.
- c. Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to " _____ " within 90 days of the Contract expiration date.

APPENDIX C
SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs
Salaries	
Fringe @ _____ %	
Travel	
Contractual (specify)	
Equipment	
Printing	
Materials & Supplies	
Other (specify)	
Totals	

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor*, *prospective state contractor*, *principal of a state contractor* or *principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seeec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or a state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to a state agency or quasi-public agency, or (C) soliciting contributions for a candidate committee, including, but not limited to, making a contribution to a candidate committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the state contract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person’s capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who

employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

2025-2027 STRATEGIC PLANNING PROCESS

Why do we plan?

- *The values and priorities expressed in this plan will shape the decisions we make to ensure that Bristol Parks, Recreation, Youth & Community Services (BPRYCS) continues to deliver high-quality services and facilities that enhance the communities quality of life, meet the diverse needs of all citizens, and build a sustainable future!*



The Planning System

Master Plan

- Comprehensive “10-Year” plan that provides the “north star” of the communities recreational needs and priorities
- Provides current state of the park system, it’s deficiencies and informs our 5-Year Capital Improvement Plan

Strategic Plan

- Provides short-term tangible goals and objectives in a “3-Year” plan that advances the priorities of the Master Plan
- Aligns both internal and external goals to improve the organization and our ability to carry-out our mission
- Provides a clear Action Plan for the staff

Resource Plans

- Annual Budget and Capital Improvement Plans
- Fundraising and long-term resource planning (i.e. Friends of Parks & Recreation 501c3)
- Provides the resources to accomplish the goals of the master and strategic plans

Program/ Division Plans

- BPRYCS Policy Manual; develops policies to guide staff on best practices for achieving the mission
- Program plans, business plans, operational procedures/plans
- Youth & Community Services Pillars
- Project specific plans (i.e. landscape plans, park development plans)

Objective Statement

- The 2022-2024 BPRYCS Strategic Plan is set to expire on December 31, 2024 and so Department Staff in partnership with the Board of Park Commissioners Policy & Strategy Committee must develop a planning framework that shall include:
 1. A review of the 2022-2024 BPRYCS Strategic Plan to determine which objectives were accomplished, which remain priorities, and which should be retired.
 2. Outline a process for engaging board members, staff and stakeholder groups
 3. Set realistic planning timelines and milestones in anticipation of adoption of the new 2025-2027 BPRYCS Strategic Plan effective Jan 1, 2025.

Proposed Timeline of Activities (DRAFT)



Important Dates & Milestones

Milestone	Action Details	Timeline
25-27' Strategic Planning Process is Approved	Planning process is vetted by Policy & Strategy Committee and a final version presented to Board of Park Commissioners for approval	March 20, 2024 Regular Meeting of the Board of Park Commissioners
Review of 22-24' Strategic Plan	Leadership Team and Policy & Strategy Committee members review the current strategic plan for accomplishments, outstanding work, and what should be priorities to carry-over into the new plan	Conducted over the spring with recommendations coming out of April 17, 2024 Policy & Strategy Committee Meeting
Merging of Internal Priorities, New External Priorities & Carry-Over into single Strategic Plan Draft Document	Leadership Team reviews internal and external priorities through internal workshop and provides draft recommendations	Leadership Team recommendations provided to Policy & Strategy Committee for June 2024 (TBD meeting date for vetting)
Public Engagement Meeting to review Draft Strategic Plan	Public engagement meeting is scheduled at Mrs. Rockwell Pavilion (during a summer concert?) to allow public to weigh in and provide input into the plan	July/August TBD date for public engagement July 17, 2024 Regular Meeting of the Board of Park Commissioners
All-Staff Engagement Meeting	All-staff are engaged in the strategic plan to provide input into the draft	September 18, 2024 All-Staff Engagement Workshop
Final Review of the Draft Strategic Plan	Policy & Strategy Committee review the draft strategic plan which incorporates leadership team, all-staff, board member and public feedback. Consensus is reached and the document is moved to development	October 16, 2024 Policy & Strategy Committee Meeting
25-27' Strategic Plan is Created	Community Engagement Coordinator develops the public facing 25-27' Strategic Plan document	Document due to Superintendent for final review: December 6, 2024
25-27' Strategic Plan is presented to the Board	Strategic Plan is presented by the Superintendent and Policy & Strategy Committee to the full Board of Park Commissioners for adoption	December 18, 2024 Regular Meeting of the Board of Park Commissioners

Questions & Comments

1. Are we excited about this planning process?
2. Is there anything we haven't considered?



Bristol Park & Rec

Project Location

Bristol Park & Rec

51 High Street

Bristol, CT 06010

2024-051 - Door Access Control System for Parks Facilities - BID

2024-051 (1/4/24) REVISED

Proposal No.: 217330.1

Thursday, March 7, 2024

Prepared For

Roger Rousseau

Purchasing Agent



Security 101 Holdings, LLC, DBA Security 101

Security 101 Holdings, LLC - Branch #115

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.

The Following is a list of changes from the original Bid per Scope Review meeting and are included in this proposal:

- SALTO LICENSING Wireless SPACE reduced from 42 to quantity 5. (One license each for the On-Line locks)
- PPD quantity increased from 1 to 2 per customer request.
- Wireless Gateway quantity increased to quantity 3. (Muzzy Press Box, Rockwell Maintenance and Page Pavilion)
- Wireless Node quantity increased to quantity 2. (Both for Rockwell Maintenance)
- All Padlocks changed to the Smaller SALTO G3 with 90mm Schackle, no chain)
- Park Street Concessions hardware changed to Mortise.
- Page Park Green Monster hardware changed to Mortise.
- Rockwell Pavilion Bathrooms (Men's & Women's) changed to Cylindrical both with w/ privacy thumb turns.
 - Existing doors to remain. NOTE: Extra door hardware, strike covers, MUST BE removed. Any holes not covered by SALTO hardware, including painting and patching are "BY OWNER". Replacing and installing any strike covers are also "BY OWNER"
- Page Park Ski Lodge Exterior Bathroom changed to Mortise w/ privacy thumb turn.
- Rockwell Maintenance Garage side entrance changed to Mortise
- Page Park Rec Building rear entrance changed to Mortise.
- Rockwell Maintenance Bathrooms (Men's & Women's) changed to Mortise w/ privacy thumb turns.
- Delete 2 of the 3 Rockwell Boathouse lower level locations
- Delete Page Part Rec Building front door.
- 7 door locations were short hardware from the original bid response.
 - 3 Locations are deleted as noted above
 - The remaining 4 locations have added the appropriate door hardware required
- Security101 increased the quantity of the SP226850 to 38. 1 For each exterior Door (Excluding Deadbolts)

The following door locations are to be "OWNER" replaced. All these locations to be metal door and frame with Mortise PREP. If door vendor recommends other, please coordinate and advise Security101 ASAP.

- Rockwell Maintenance Bathrooms (Men's & Women's)
- Page Park Ski Lodge exterior bathroom
- Page Park Green Monster
- Page Park Rec Building Rear Entrance
- Rockwell Maintenance Garage Side Entrance.

City of Bristol existing credentials will require the Avigilon/SALTO SAM kit. This proposal and the bid documents excluded this hardware/software and is to be provided by the manufacturer as identified during our scope review meeting. Avigilon will provide the required SAM kit with coordination of Security101. When configuring this system for use of existing town credentials, this SAM kit will be required. This note is to clarify that should this AVIGILON SAM kit become obsolete or not available, the City of Bristol would be responsible to purchase any required hardware and/or software for the SAM kit for any existing town credentials to be compatible with the SALTO hardware.

Windows VM/remote access will be available for Security101 for software installation, programming and configuration.

Access Control

Computer Stations

Head End Software

1-Salto Server shall be VM based and will be hosted on the City's existing infrastructure

Access Control Software	4	Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual (AVIGILON ACCESS)
Access Control Software	1	SALTO ProAccess SPACE; SPACE SHIP Interface Option (0018) (Available only in the USA and Canada) (AVIGILON ACCESS)
Access Control Software	1	SALTO ProAccess SPACE; ProAccess SPACE Software Online SVN RF Lockdown; Event Stream Automatic Key Assignment Less Photo (Available only in the USA and Canada) (AVIGILON ACCESS)
Access Control Software	1	SALTO ProAccess SPACE software SPACE-OPT-0032; SALTO event-alarms & communication module. Enables event alarms and also sends emails to the operators generated by the events. (Available only in the USA and Canada) (AVIGILON ACCESS)
Reader Licenses	5	SALTO ProAccess SPACE; SPACE BLUEnet Wireless Connection Option (0033); 1ea per Lockset (online) (Available only in the USA and Canada) (AVIGILON ACCESS)
Uncategorized parts without labor	2	Portable Programming Device NFC USB connection; 3 pin harness connector req 3 AAA batteries; incl (Available only in the USA and Canada) (AVIGILON ACCESS)
Uncategorized parts without labor	4	SALTO Neo installation tool (Available only in the USA and Canada) (AVIGILON ACCESS)
Uncategorized parts without labor	4	Assembly Tool Neox Padlock; (Available only in the USA and Canada) (AVIGILON ACCESS)
Enrollment Reader	1	SALTO NCoder - Proximity card encoder Mifare/DESFire. USB and Ethernet connections. DHCP addressing. Desktop reader capabilities (Bluetooth mobile keys not supported)(Available only in the USA and Canada) (AVIGILON ACCESS)

Credentials

Credentials

Keyfob	6	Credential FOB black with white center Salto logo; DESFire EV2 4KB pack of 10 (Available only in the USA and Canada) (AVIGILON ACCESS)
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Panel Locations

Head End Equipment - EG Stocks Playground**Head End Equipment - Rockwell Park**

Wireless Receiver	1	Wireless Gateway BLUEnet node white 12VDC xfmr; Ethernet supports upto 6 additional wired nodes (Available only in the USA and Canada) (AVIGILON ACCESS)
Wireless Receiver	2	Wireless Node BLUEnet white; Wired requires GATEWAYxx for operation (Available only in the USA and Canada) (AVIGILON ACCESS)

Head End Equipment - Muzzy Field

Wireless Receiver	1	Wireless Gateway BLUEnet node white 12VDC xfmr; Ethernet supports upto 6 additional wired nodes (Available only in the USA and Canada) (AVIGILON ACCESS)
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Head End Equipment - Page Park

Wireless Receiver	1	Wireless Gateway BLUEnet node white 12VDC xfmr; Ethernet supports upto 6 additional wired nodes (Available only in the USA and Canada) (AVIGILON ACCESS)
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Access Controlled Doors**Extra #1 (PADLOCK) [FW# N/A]**

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Extra #2 (PADLOCK) [FW# N/A]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Extra #3 (PADLOCK) [FW# N/A]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Extra #4 (PADLOCK) [FW# N/A]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Bathrooms - Mens Bathroom (SINGLE) (CYLINDER) [FW# 1]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliat latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit[Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Bathrooms - Storage Room (SINGLE) (CYLINDER) [FW# 2]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliat latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit[Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Bathrooms - Womans Bathroom (SINGLE) (CYLINDER) [FW# 3]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliat latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit[Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Maintenance Building - Front Entrance (ONLINE) (SINGLE) (CYLINDER) [FW# 4]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Door Contact	1	RFDTCT SALTO Door Detector (Cylindrical On-Line) (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliat latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Maintenance Building - Garage Side Door (ONLINE) (SINGLE) (MORTISE) [FW# 5]

Customer to replace door and frame. Prep for Mortise.

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Maintenance Building - Rear Entrance (ONLINE) (SINGLE) (CYLINDER) [FW# 6]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Door Contact	1	RFDTCT SALTO Door Detector (Cylindrical On-Line) (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliat latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Maintenance Building - Bathroom Men (SINGLE) (PRIVACY) (MORTISE) [FW# 7]

Customer to replace door and frame. Prep for Mortise.

Electric Lock 1	1	XS4 Original+ Wide Body Escutcheon - ANSI (Privacy Thumb Turn) (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Other	1	Extra Labor: Core Door and prep frame for Cylindrical Lock Set provided by Security101

Maintenance Building - Bathroom Women (SINGLE) (PRIVACY) (MORTISE) [FW# 8]

Customer to replace door and frame. Prep for Mortise.

Electric Lock 1	1	XS4 Original+ Wide Body Escutcheon - ANSI (Privacy Thumb Turn) (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Bathroom #1 (SINGLE) (PRIVACY) (CYLINDER) [FW# 9]

Extra Door hardware: Strike Covers, on the exterior side of the door must be removed and be replaced "BY OWNER".

Any visible holes not covered by SALTO hardware are the responsibility of "OTHERS"

Electric Lock 1	1	XS4 Original+ Wide Body Escutcheon - ANSI (Privacy Thumb Turn) (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliar latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Bathroom #2 (SINGLE) (PRIVACY) (CYLINDER) [FW# 10]

Extra Door hardware: Strike Covers, on the exterior side of the door must be removed and be replaced "BY OWNER".

Any visible holes not covered by SALTO hardware are the responsibility of "OTHERS"

Electric Lock 1	1	XS4 Original+ Wide Body Escutcheon - ANSI (Privacy Thumb Turn) (AVIGILON ACCESS)
Lock Accessory	1	SALTO cylindrical latch grade 1. ANSI A156.2 grade1. model K. squared front plate. latch by lever either side. Auxiliat latch (anticard) deadlock the latch. Backset 50mm - 2 3/8. ASA strike; screws and dust box included. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Alignment Kit Cylindrical Cartridge; use with Ax6xx and LCxK cartridge combination (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Front Door (SINGLE) (CRASHBAR) [FW# 11]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Rear Door (SINGLE) (CRASHBAR) [FW# 12]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool - Gate (PADLOCK) [FW# 13]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Pool - Office (SINGLE) (MORTISE) [FW# 17]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
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Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool - Bathroom Mens (SINGLE) (CRASHBAR) [FW# 15]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool - Bathroom Women (SINGLE) (CRASHBAR) [FW# 14]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool - Womens Changing Room (SINGLE) (CRASHBAR) [FW# 18]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool - Mens Changing Room (SINGLE) (CRASHBAR) [FW# 19]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool - Chemical Room (Double) (DEAD BOLT) [FW# 21]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)

Pool - Shed (GATE) (PADLOCK) [FW# 25]

Electric Lock 1	1	SALTO Neox Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Pool - Slpach Pad (GATE) (PADLOCK) [FW# 26]

Electric Lock 1	1	SALTO Neox Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Boat House - Upper Rear (SINGLE) (CRASHBAR) [FW# 20]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Boat House - Double Door #1 (Double) (DEAD BOLT) [FW# 22]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)

Gate #1 - (GATE) (PADLOCK) [FW# 27]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Gate #2 - (GATE) (PADLOCK) [FW# 28]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Gate #3 - (GATE) (PADLOCK) [FW# 29]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Gate #4 - (GATE) (PADLOCK) [FW# 30]

Electric Lock 1	1	SALTO Neoxx Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Office (SINGLE) (MORTISE) [FW# 31]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Electrical Room (SINGLE) (MORTISE) [FW# 32]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Muzzy St. Concessions (SINGLE) (MORTISE) [FW# 33]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
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Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Utility Room (SINGLE) (MORTISE) [FW# 34]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Storage #1 (SINGLE) (MORTISE) [FW# 35]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Storage #2 (SINGLE) (MORTISE) [FW# 36]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Park Street Locker Room Door (SINGLE) (MORTISE) [FW# 37]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)

Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
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Press Box (ONLINE) (SINGLE) (MORTISE) [FW# 38]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Muzzy St. Locker Room (SINGLE) (MORTISE) [FW# 39]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Mens Bathroom (SINGLE) (DEAD BOLT) [FW# 40]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)

Womens Bathroom (SINGLE) (DEAD BOLT) [FW# 41]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)

Park St. Bathroom #1 (SINGLE) (DEAD BOLT) [FW# 42]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
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Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)
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Park St. Bathroom #2 (SINGLE) (DEAD BOLT) [FW# 59]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)

Park St. Concessions (SINGLE) (MORTISE) [FW# 43]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Umpire Room (SINGLE) (DEAD BOLT) [FW# 60]

Electric Lock 1	1	SALTO NEO Rim Cylinder BLE Mifare DESFire SVN - Black Rdr Salto DB not incl IP66 BioCote (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	Deadbolt less single cyl 2 3/8" backset requires eCylinder satin stainless (AVIGILON ACCESS)

Ticket Booth (SINGLE) (MORTISE) [FW# 61]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Ski Lodge Front Entrance (DOUBLE) (MORTISE) [FW# 44]

Metal Cage on Front door will need to be removed "BY OWNER" modified and re-installed "BY OWNER"
Any patching or painting is "BY OWNER"

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Ski Lodge - Bathroom (SINGLE) (PRIVACY) (MORTISE) [FW# 45]

Customer to replace door and frame. Prep for Mortise.

Electric Lock 1	1	XS4 Original+ Wide Body Escutcheon - ANSI (Privacy Thumb Turn) (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Front Entrance (ONLINE) (DOUBLE) (CRASHBAR w/ RODS) [FW# 46]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Door Contact	1	RFDTCT SALTO Door Detector (Cylindrical On-Line) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Von Duprin series 98/9927 & 98/9957 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Rear Entrance (SINGLE) (CRASHBAR) [FW# 47]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Deck Door #1 (SINGLE) (CRASHBAR) [FW# 48]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pavillion - Deck Door #2 (SINGLE) (CRASHBAR) [FW# 49]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool Building Gate #1 - (GATE) (PADLOCK) [FW# 50]

Electric Lock 1	1	SALTO Neox Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Pool Building Gate #2 - (GATE) (PADLOCK) [FW# 51]

Electric Lock 1	1	SALTO Neox Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Pool Building - Front Entrance (DOUBLE) (Crash Bar W/ Latch) [FW# 57]

Electric Lock 1	1	SALTO XS4 Electronic Half Escutcheon Ax650 for panic bar; 1 handle; any type. Technology: Mifare + Bluetooth LE + HSE and standard square spindles; finishes and handles. (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO XS4 Original + PB Kit Salto PBF110 Von Duprin series 98 & 99 SVN satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Pool Building - Pump Chemical Room (MORTIS) [FW# 58]

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)

Rec Building Gate #1 - (GATE) (PADLOCK) [FW# 52]

Electric Lock 1	1	SALTO Neox Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Rec Building Gate #2 - (GATE) (PADLOCK) [FW# 53]

Electric Lock 1	1	SALTO Neox Padlock G3 (Mifare, 90mm Schackle, No Chain) (AVIGILON ACCESS)
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Rec Buld - Rear Entrance (SINGLE) (MORTISE) [FW# 55]

Customer to replace door and frame. Prep for Mortise.

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)

Rec Building - Green Monister (SINGLE) (MORTISE) [FW# 56]

Customer to replace door and frame. Prep for Mortise.

Electric Lock 1	1	SALTO AM650N00IMB48E5G SALTO XS4 Electronic Escutcheon Ax650, For ANSI mortise locks, 2 handles, any type. Technology: Mifare + Bluetooth LE + HSE, finishes and handles (AVIGILON ACCESS)
Lock Accessory	1	Mortise Lock ANSI Grade 1 32mm faceplate; Door detector LH(field rev) satin stainless (Available only in the USA and Canada) (AVIGILON ACCESS)
Lock Accessory	1	SALTO Outdoor kit for exterior doors. (Available only in the USA and Canada) (AVIGILON ACCESS)



Financial Summary

Proposal #217330.1 2024-051 - Door Access Control System
for Parks Facilities - BID 2024-051 (1/4/24) REVISED

Bill to: City of Bristol
111 N Main St
Bristol, CT 06010

Ship to: Attn: Roger Rousseau
Bristol Park & Rec
51 High Street
Bristol, CT 06010

GRAND TOTALS

TOTAL INVESTMENT

\$103,905.83

Plus applicable taxes

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT.

THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.

1. **TERM AND TERMINATION:** This Agreement shall be in effect for Five (5) years from the date provided above and shall automatically renew for additional one (1) year terms unless terminated by either party upon Sixty (60) days written notice prior to the expiration of the original term or of any renewal thereof. If such automatic renewal is not permissible by law, then this Agreement shall renew for the maximum period allowable by such law.

2. **PAYMENT:** (a) Sales and installations - Payment Terms, unless otherwise stated in acceptance section shall be on a progress basis as follows: Customer will pay 30% upon contract signing, 30% upon shipment of equipment to Seller or Customer designated site, 30% upon substantial completion and 10% upon final acceptance by Customer. (b) Service and maintenance: Payments shall be made yearly in advance to cover services in the succeeding twelve (12) month period. The service fee will increase annually by five (5%) percent on the anniversary of the commencement of services to reflect increases in material and labor costs. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less. Any standard goods that are either received at the Seller warehouse, or delivered to the Customer site, that are later canceled or returned by Customer are subject to a fifteen percent (15%) restocking fee. Any custom orders are subject to a one hundred percent (100%) restocking fee.

3. **TAXES:** The Customer shall be responsible for all taxes applicable to the work and/or materials hereunder.

4. **SERVICE HOURS:** Seller will perform all work during normal business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed. Any fire protection systems discovered at the time of inspection or added to the above premises after the date of this Agreement shall be inspected by Seller and Customer shall pay an additional price commensurate with the usual charges made by Seller and thereafter such systems will be added to the Scope of this Agreement at a mutually agreed upon price.

5. **SUBCONTRACTING:** Seller shall have the right to subcontract, in whole or in part, any installations and/or services, including but not limited to, monitoring services and/or limited warranty/extended limited warranty services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability, disclaimer of warranties, and third party indemnification, inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

6. **INSTALLATION / SITE CONDITIONS:** Seller will arrange for installation of the equipment in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Customer shall provide Seller a safe working environment and unencumbered access to all areas where work is to be performed. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer shall provide reasonably adequate lighting, heating, ventilation and other working conditions to permit safe and proper installation. Suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Customer shall also provide at its own expense the power and lighting that is required for proper operation of the equipment. If, through no fault of Seller, Seller cannot proceed with the work within a reasonable time after delivery of the equipment and/or Seller's arrival at the work site, Customer shall pay Seller's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by Seller in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify Seller of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that Seller is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to Seller, Seller shall have the option of doing the additional work required to complete the job, and will charge Customer at Seller's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to Seller that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes Seller to do the work as provided in this Agreement. Further, Customer warrants that the job site at which the installation work to be done hereunder, complies with all applicable safety and work rules, OSHA regulations, and other governmental and contractual requirements as to working conditions.

7. **EQUIPMENT COVERED:** Seller will provide Customer with the services described herein for the equipment listed on the Equipment Inventory List provided herein. Any additions to or deletions from the Equipment Inventory List, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

8. **TIME AND MATERIALS SERVICE WORK:** In the event that Seller is asked by Customer to perform additional work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein and at Seller time and

materials rates in effect at the time the work is performed.

9. WARRANTIES:

INSPECTION WARRANTY - Seller makes no warranty, express or implied, in connection with any inspections services provided hereunder.

SERVICES WARRANTY - For all other services, including those provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any services fail to comply with the foregoing standard within ninety (90) days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PRODUCTS/ REPLACEMENT PARTS WARRANTY - Any equipment or replacement parts provided by the Seller will be warranted for a period of ninety (90) days from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges or (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspections, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of one (1) year from the date the physical security equipment or replacement parts are installed by Seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

10. INDEMNIFICATION: Seller agrees only to indemnify the Customer for losses due to bodily injury, or property damage to the extent caused by Seller's negligent acts or omissions, or the negligent acts or omissions of its employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others.

11. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence, (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence and (d) Excess/Umbrella Liability Insurance with a limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the contract. Seller does not otherwise name parties as additional insured or agree to waive its rights to subrogation. Seller does not provide copies of its policies, certified or otherwise nor does it provide endorsements.

12. FORCE MAJEURE: Seller shall not be liable for any failure to perform or delays in installing or repairing equipment or systems, or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Any service charges shall cease until service is resumed.

13. LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE. Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in contract, tort (including negligence), or otherwise will be limited to one (1) times the contract value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

14. ENVIRONMENTAL: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with such hazardous materials or substances, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

15. EXPORT COMPLIANCE: Customer hereby represents and warrants that it will comply with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations, in the performance of this Agreement and the treatment of Confidential Information herein. It is understood that countries outside the US may restrict the import or use of strong encryption products and may restrict exports, and Customer agrees that Customer shall be solely responsible for compliance with any such import or use restriction. Customer agrees to indemnify and hold harmless Seller from any costs, penalties, or other losses caused by, or related to, any violation or breach of the representations and warranties in this provision. This provision shall survive any termination or expiration of this Agreement.

16. FEDERAL ACQUISITION REGULATIONS: The components, equipment and services proposed by Seller are commercial items as defined by the

Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items."

17. GENERAL: (a) This Agreement and the Scope of Work, constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) Any rejection of goods for being nonconforming under the requirements of this contract must be made by the Customer by sending written notification to Seller of the rejection within fifteen (15) days after their delivery. Such notification shall state the basis of the alleged nonconformity of the goods and the description of that portion of the shipment being rejected. (d) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative. (e) Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

18. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

19. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

20. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle. Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Limited Warranty; Exclusions and Disclaimers

22. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

23. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

25. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

26. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged

by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

27. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

28. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

29. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

30. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

31. Drawings:

- (i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
- (ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

32. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101 ; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

33. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

Security 101 may modify pricing ("Price Modification") with respect to Orders that have been previously accepted, to the extent Security 101 deems necessary, for reasons including but not limited to: (i) price increases imposed by Security 101 suppliers; (ii) Purchaser's required procurement timelines; (iii) supply chain constraints or material shortages; or (iv) other events outside of Security 101's control impacting the relevant industry. Purchasers may reject the Price Modification by cancelling the applicable lines of the Order subject to the Price Modification within 14 calendar days of the Price Modification notification. If requested by Security 101, Purchaser agrees to issue, or otherwise agree to, a revised or supplemental Order pursuant to this Section. If Purchaser fails or refuses to issue or agree to a revised or supplemental Order reflecting a Price Modification, Security 101 may in its sole discretion, in addition to any other remedy it may have, cancel the Order or hold such Order until such revised or supplemental order has been issued or provided. Notwithstanding the foregoing, unless the Purchaser cancels the Order within 14 days of the Price Modification notification, such Price Modification shall be binding regardless of Purchaser's failure or refusal to issue or provide a revised or supplemental Order.

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.

Access Control Terms & Conditions

Additional Terms & Conditions

Installation

34. All required installation documents are included.

35. Installation of all required equipment and materials with on-site supervision of project is included.

36. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.

37. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.

38. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.

39. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.

40. Client to provide and coordinate 110 VAC electrical service where needed.

41. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.

42. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

43. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

44. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

45. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

46. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

47. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

48. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



Acceptance

Proposal #217330.1 2024-051 - Door Access Control System
for Parks Facilities - BID 2024-051 (1/4/24) REVISED

For the amount of **\$103,905.83** (plus tax of \$0.00)

This proposal dated Thursday, March 7, 2024 is valid until Monday, May 6, 2024

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

50% upon Deposit

50% upon Job Complete

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 — 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)

Bristol Park & Rec

Security 101 Holdings, LLC, DBA Security 101

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Proposal #217330.1 2024-051 - Door Access Control System
for Parks Facilities - BID 2024-051 (1/4/24) REVISED

Purchase Order Number