City of Bristol
City Council

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The regular City Council Meeting will be held on Tuesday, September 9, 2025, at 7:00 P.M. in Council Chambers, 111 North Main Street, Bristol, CT 06010.

1. Call to Order

    a. Opening Ceremonies

2. Approval of Minutes

    a. Approval of minutes of the regular City Council meeting held on August 12, 2025.

3. Public Participation

4. Announcements

5. Consent Agenda

    a. To place on file the New Hire Report for August, 2025,

    b. To approve the Tax Refunds dated August 27, 2025.

    c. To approve the change orders for D'Amato+Downes Joint Venture, totaling $22,966.58 as recommended by the Northeast Middle School Building Committee and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend their contract.

    d. To authorize the Mayor or Acting Mayor to execute any and all documents associated with the Municipal Electronic Voting Equipment Agreement with the State of Connecticut.

    e. To authorize the Mayor or Acting Mayor to execute any and all documents associated with the Hardware Maintenance and Software License, Maintenance and Support

Services Agreement with Election Systems & Software, LLC and to refer to the Board of Finance.

f. To consider and approve a partial release to allow Donald Baron to convey property located at 76 Broderick Road.

6. Reports and Committee Reports

a. **Real Estate Committee -** To adopt "Procedures on the Disposition or Sale of City-Owned Properties" which shall guide the Real Estate Committee in recommending to the City Council the most advantageous method to dispose of or sell any city-owned real property; and to refer this matter to Corporation Counsel to effectuate this new policy.

b. **Real Estate Committee -** To direct the Purchasing Agent to issue an RFP (Request For Proposals) for placing public notices and to notify abutting property owners of the city's intention to sell city-owned property known as Lot 420-1A/420-1 Burlington Avenue.

7. Old Business

8. New Business

9. Resignations

10. Appointments

a. Board and Commission Appointments

11. Assessor's Office - Interest Waiver Provision

a. To consider and take action on a request from Tollman Spring Company, 91 Enterprise Drive, to grant a personal property tax exemption for assessment year 2024.

b. To consider waiving the interest for Mark Stuart Kunofsky, 1970 Perkins Street, for the 2024 Grand List Real Estate tax bill pursuant to CT General Statute Sec. 12-145.

c. To consider waiving the interest for Mark and Lydia Maraglino, Lot 377 Tufts Street, for the 2023 and 2024 Grand Lists Real Estate tax bills pursuant to CT General Statute Sec. 12-145.

12. Contracts

a. To award Contract 2P25-056 Architectural/Engineering Services Relative to Renovation of Commercial Building Toward Use as Municipal Animal Control Facility

to Design Learned Inc. in the amount of $460,880.00, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

b. To award Contract 2C26-001 Replacement of Diving Boards and Starting Blocks for the Indoor Pool to Connecticut Custom Aquatics, LLC in the amount of $117,057.80, and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

c. To award Contract 2C25-093 Heaters at Public Works Garage to Perfectemp Inc. in the amount of $139,853.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

13. Any other matter to come before said meeting

14. Adjournment

Erica Cabiya
Town & City Clerk

August 12, 2025

The regular meeting of the City Council was held on Tuesday, August 12, 2025 in the City Hall Council Chambers, 111 North Main Street at 7:03 p.m. Present: Mayor Caggiano; Council Members Dickau, Olsen, Panioto, Rosengren, Thibeault, and Tyler.

1. CALL TO ORDER

Mayor Caggiano began the meeting with a moment of silence for Karen Vibert, a longtime member of various city boards.

a. Mayor Caggiano recognized the Bristol Junior Girls All Star Softball team and their coaches.
b. Mayor Caggiano recognized Miss Connecticut's Teen, Haylee Patton.

2. APPROVAL OF MINUTES

On motion of Council Member Olsen and seconded by Council Member Thibeault, it was unanimously voted: To approve the minutes of the Public Hearing held on July 8, 2025 and the regular City Council meeting held on July 8, 2025.

3. PUBLIC PARTICIPATION

Marco Palmeri, Director of Health, Bristol Burlington Health District – Mr. Palmeri provided an in-depth update on Reworld. He stated that no one from the City has interfered with his ability to do his job. Mr. Palmeri further explained that Reworld has been ordered to mitigate the noise issue in order to comply with Connecticut's regulations. Sound tests performed on behalf of the Health District show that Reworld is still not in compliance despite claims by Reworld that their test results show they are in compliance.

Michael Erosenko, 40 Palmorr Place – Mr. Erosenko feels that the Board of Education deficit was predictable and therefore, the Mayor is responsible for the increase in taxes.

Melina Floyd, 108 Carol Drive – Ms. Floyd also feels that the Board of Education deficit was predictable based on the audit. She stated that it is the responsibility of the Mayor, Board of Finance, and City Council to fund every department, including education, and by not doing so they are responsible for the tax increase.

4. ANNOUNCEMENTS

Council members reported on committees, activities, and events.

Mayor Caggiano made the following announcements: The State of Connecticut has approved Sheriden Woods to accept new admissions; the City closed on the Perkins Street property, which if accepted by the Parks Board, will become part of Hoppers-Birge Pond Nature Preserve; the Pre-K Academy is on schedule at the Giamatti Center, but the Edgewood School project may take a little longer than anticipated; the demolition of the Athletic Center in the West

Unapproved

End has been suspended and the property will be closely monitored; and Bristol has been ranked #24 for hottest zip codes for home sales in the country by Realtor.com.

5. ADOPTION OF CONSENT CALENDAR

On motion of Council Member Rosengren and seconded by Council Member Thibeault, it was unanimously voted: To adopt ten items as part of the Consent Calendar.

a. New Hire Report for July 2025

Communication received from the Human Resources Department.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To place on file the New Hire Report for the month of July, 2025.

b. Tax Refunds in the Amount of $7,750.22

Request presented from Tax Collector Bednaz.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve the Tax Refunds as follows –

Motor Vehicle	$ 3,542.94
Personal Property	3,203.55
Real Estate	+ 1,003.73
Total	**$ 7,750.22**

c. Additional Service for QA+M Architecture

Communication received from BOE Operations and Facilities Manager Landon.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve the additional service for QA+M Architecture, totaling $2,750.00 as recommended by the Northeast Middle School Building Committee and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend their contract.

d. D’Amato+Downes Joint Venture Change Orders

Communication received from BOE Operations and Facilities Manager Landon.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve the change orders for D'Amato+Downes Joint Venture, totaling $43,118.56 as recommended by the Northeast Middle School Building

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Committee and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend their contract.

e. 2025 AARP Connecticut Livable Communities Grant Program – Handicap Accessible Picnic Table

Communication received from Grants Administrator Leger.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To approve submission of a grant from the 2025 AARP Connecticut Livable Communities Grant program for $5,000, to authorize the Mayor or Acting Mayor to execute any and all documents associated with the application/grant, and to refer the matter to the Board of Finance for any necessary action.

f. Establish Bristol Central High School Roof Replacement Committee

Communication received from BOE Operations and Facilities Manager Landon.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To establish the Bristol Central High School Roof Replacement Project Committee as the building committee with regard to the roof replacement at Bristol Central High School located at 480 Wolcott Street in Bristol, CT.

g. Roof Replacement Grant for BCHS

Communication received from BOE Operations and Facilities Manager Landon.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To authorize the Bristol Board of Education to apply to the Commissioner of Administrative Services and to accept or reject a grant for the roof replacement at Bristol Central High School located at 480 Wolcott Street in Bristol, CT.

h. Preparation of Schematic Drawings and Specifications for BCHS Roof Replacement

Communication received from BOE Operations and Facilities Manager Landon.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To authorize preparation of schematic drawings and outline specifications with regard to the roof replacement at Bristol Central High School located at 480 Wolcott Street in Bristol, CT.

i. Hold Harmless Agreement for Police Department Exercises at 383 Middle Street

Communication received from Asst. Corporation Counsel Steeg.

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On motion of Council Member Thibeault and seconded by Council Member Rosengren, it was unanimously voted: To withdraw this item, 5i, from the Consent Agenda.

Council Member Thibeault made a motion, which was seconded by Council Member Olsen, to substitute the following language for this agenda item (5i): To authorize the Mayor or Acting Mayor to sign a Hold Harmless agreement in favor of Inland Commercial Real Estate Services, LLC for the Bristol Police Department to conduct training exercises at 383 Middle Street in Bristol, CT on August 25-29, 2025 and September 4 & 5, 2025 respectively; and to authorize the Mayor or Acting Mayor to sign a Hold Harmless agreement in favor of Winstanley Property Management, LLC for the Bristol Police Department to conduct training exercises at 383 Middle Street in Bristol, CT on August 25-29, 2025 and September 4 & 5, 2025 respectively.

On motion of Council Member Thibeault and seconded by Council Member Tyler, it was unanimously voted: To approve the substituted language of the agenda item.

j. Positive Referral – Burlington Avenue, Map 21, Lot 420-1A/420-1

Communication received from Bristol Planning Commission.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To place on file the positive referral from the Bristol Planning Commission for the C.G.S. 8-24 Review of Burlington Avenue, Map 21, Lot 420-1A/420-1.

k. Positive Referral – 86 Divinity Street, Map 28, Lot 11

Communication received from Bristol Planning Commission.

As part of the Consent Calendar adoption and on motion of Council Member Rosengren and seconded, it was unanimously voted: To place on file the positive referral from the Bristol Planning Commission for the C.G.S. 8-24 Review of 86 Divinity Street, Map 28, Lot 11.

6. REPORTS AND COMMITTEE REPORTS

a. Real Estate Committee

As recommended by the Real Estate Committee and on motion of Council Member Tyler and seconded by Council Member Dickau, it was unanimously voted: To authorize the Mayor or Acting Mayor to enter into a 60-day listing agreement with Bottom Line Realty to act as its real estate agent for the sale of city-owned property known as 86 Divinity Street, Map 28, Lot 11. The listing price is anticipated to be $45,000.

It was further moved to authorize the Mayor or Acting Mayor to sign any document necessary to effectuate this motion, and that this matter be referred to Corporation Counsel.

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b. Salary Committee
As recommended by the Salary Committee and on motion of Council Member Thibeault and seconded by Council Member Dickau, it was unanimously voted: To approve the creation of a new position of Parent Ambassador, non-bargaining, grant funded, at the rate of $25.00 per hour, not to exceed 10 hours per month, up to three positions with a two-year term each, and to refer to the Board of Finance.

Donna Osuch of the Bristol Early Childhood Collaborative (formerly known as the School Readiness Council) provided an explanation for items 6b. and 6c. The Bristol Early Childhood Collaborative is now 100% independent and the grant from the state increased to $300,000.

c. Salary Committee
As recommended by the Salary Committee and on motion of Council Member Thibeault and seconded by Council Member Dickau, it was unanimously voted: To approve the creation of a new full-time position of Family and Community Engagement Coordinator, grant funded, at Salary Level 3 on the non-bargaining salary schedule, and to refer to the Board of Finance.

d. Ordinance Committee
On motion of Council Member Panioto and seconded by Council Member Tyler, it was unanimously voted: To waive the reading of the proposed amendments to Chapter 7 Fire Prevention and Protection, of the Code of Ordinances being introduced this date.

As recommended by the Ordinance Committee and on motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: That Sec. 7-17. Open Burning Requirements of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. It was further moved that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol.

Underscored text is added. [Bracketed] text is deleted.

Sec. 7-17. Open burning requirements.

(a) *Preamble: Statement of Purpose: Open burning of combustible materials may create a hazard or nuisance, emissions from incomplete combustion or burning of hazardous and toxic materials pollute the air and make it difficult for persons with respiratory problems to breathe. A nuisance is considered to be the unreasonable, unwarranted, or unlawful use of a person's property which substantially interferes with the use and enjoyment of another person's property. A smoke nuisance typically occurs when wood or other combustible*

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materials are burned in a campfire, fire pit, chiminea or similar devise which results in the release of large amounts of smoke and un-burned particulate matter.

(b) The following types of open burning shall be allowed only in accordance with the following standards:

(1) The burning of non-processed (non-processed wood is considered to be any untreated natural wood up to and including rough cut lumber) wood for campfires, bonfires and other outdoor fires for ceremonial or recreational purposes; cooking fires and fires within an enclosed commercial product such as a chiminea, fire pit or patio hearth; fires within an enclosed fixed masonry structure such as stone, block or brick[;] <u>and shall be a minimum of twenty (20) feet from any permanent structure and property line as found in assessor's database.</u>

(2) No fire shall exceed three (3) feet in diameter and no fire shall extend beyond 1:00 a.m. The fire marshal or open burning official may approve exceptions for emergency situations.

(3) Only dry, non-processed wood may be burned.

(4) Burning is prohibited when the State of Connecticut forest fire danger is high, very high or extreme or when conditions as identified by the fire marshal prohibit burning, or when the predicted state air quality index is seventy-five (75) or higher as reported by ct.gov/DEEP/Air/Forecasting/AQI/Air-Quality-Index.

(c) The following types of open burning shall not be allowed unless the fire marshal or open burning official issues a permit:

(1) Fires for the control or destruction of diseases, pests, floodplain brush and debris, vegetation management; for the control of frost and the warming of livestock;

(2) Fires to abate an immediate fire hazard or fires to abate a health hazard as determined by the local director of health.

(d) The following types of open burning shall not be allowed:

(1) Processed wood (including wood that has been milled and or planed and includes recycled wood, glued wood, treated wood, pallets, crates, and/or wood scraps from these types of materials), garbage, grass, paper, metals, rubber, painted materials, demolition waste, cardboard, construction waste materials, plastic, flammable and combustible liquids, hazardous materials, paints, solvents, lacquers, varnish;

(2) Any other materials that are prohibited by Connecticut Statutes or regulations or materials that are deemed hazardous to burn by the fire marshal, open burning official or senior fire official on scene.

(e) Open burning shall be conducted so as not to create a hazard or nuisance. When burning dry wood in a campfire or in one of the acceptable devices as mentioned in subsection (b)(1) above, the utmost caution must be exercised to prevent injury to humans and animals and damage to property. Any fire shall be considered a nonpermitted fire if it is determined to be a hazard and/or nuisance by the fire marshal, opening burning official, senior fire official on scene or police officer.

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(f) Upon receipt of a complaint concerning any open fire, the deputy fire chief, the nearest available engine company, and a police officer shall respond to the complaint. The senior fire official on scene shall make a determination as to whether the fire shall be extinguished. The police officer <u>or senior fire official on scene</u> shall make a determination as to whether an infraction shall be issued or whether other action shall be taken.

(g) Violations of this section shall be an infraction punishable as provided in section 1-11 of this Code of Ordinances. Each violation shall be considered a separate offense.

(Ord. of 12-14-10; Ord. of 5-11-21)

e. Ordinance Committee

On motion of Council Member Panioto and seconded by Council Member Tyler, it was unanimously voted: To waive the reading of the proposed amendments to Chapter 23 Ordinance Enforcement by Citation Officers, of the Code of Ordinances being introduced this date.

As recommended by the Ordinance Committee and on motion of Council Member Panioto and seconded by Council Member Tyler, it was unanimously voted: that <u>Sec. 23-1. Adoption; formation and powers</u> of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. It was further moved that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol.

<u>Underscored</u> text is added. [Bracketed] text is deleted.

Sec. 23-1. Adoption; formation and powers.

(a) Pursuant to G.S. § 7-148(c), the City of Bristol may enforce the violation of the ordinances designated in section 23-2 hereof by the issuance of a citation. Pursuant to G.S. § 8-12a, the City of Bristol may enforce the violation of zoning regulations adopted by the Bristol Zoning Commission under G.S. § 8-2 or by special act. Pursuant to G.S. § 22a-42g, the City of Bristol may enforce the violation of wetlands regulations adopted by the Bristol Inland Wetlands and Watercourses Agency under G.S. § 22a-42 of the Connecticut General Statutes.

(b) The persons holding the offices of zoning enforcement officer, building official, code enforcement officer/assistant building inspector, wetlands enforcement officer, party chief, environmental protection technician, highway inspector, excavation inspector, construction inspector, chief of police, <u>senior fire official on scene</u> park ambassador, Bristol Water Pollution Control assistant chief operator and senior process operator, and all employees of the City of Bristol appointed to the police force are hereby designated citation officers and empowered to issue citations as provided for hereunder.

(c) The mayor may nominate and the city council may appoint additional municipal officers or employees and officers or employees of the Bristol Burlington Health District as citation officers empowered to issue citations as provided for hereunder. The city council at the time

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of appointment may limit the authority of any citation officer it appoints pursuant to this paragraph to enforcement of only those ordinances it deems advisable after taking into account the complexity of the ordinances to be enforced and the expertise and knowledge required of the citation officer.

(d) Each citation shall be issued only by a designated or appointed citation officer empowered hereunder. No citation shall be issued unless the citation officer first issues a written warning providing notice of the specific violation to be corrected.

(Ord. of 11-13-90; Ord. of 4-28-03; Ord. of 12-12-06; Ord. of 6-12-07; Ord. of 7-8-14; Ord. of 1-8-19; Ord. of 9-14-21; Ord. of 5-9-23)

f. Ordinance Committee

On motion of Council Member Panioto and seconded by Council Member Thibeault, it was unanimously voted: To waive the reading of the proposed amendments to Chapter 23 Ordinance Enforcement by Citation Officers, of the Code of Ordinances being introduced this date.

As recommended by the Ordinance Committee and on motion of Council Member Panioto and seconded by Council Member Rosengren, it was unanimously voted: That Sec. 23-2. Ordinances Designated For Enforcement By Citation Procedure of the Code of Ordinances of the City of Bristol, Connecticut, is hereby amended to read as follows. It was further moved that the City Clerk publish said amendments and additions to the Code of Ordinances, and that they become effective upon the expiration of 14 days from the date of their publication in a newspaper of general circulation in the City of Bristol

Underscored text is added. [Bracketed] text is deleted.

Sec. 23-2. Ordinances designated for enforcement by citation procedure.

(a) The following chapters of the Code of Ordinances of the City of Bristol, Connecticut, are hereby designated for enforcement pursuant to the provisions of section 23-1 by citation officers. Unless specifically limited by the city council in its appointment of a citation officer, all citation officers are empowered to issue citations for the purpose of enforcing the following chapters:

Chapter 2.5—Alarm Systems
Chapter 3—Article II Carnivals
Chapter 4—Animals and Fowl
Chapter 5—Buildings and Building Regulations
Chapter 7—Fire Prevention and Protection
Chapter 8—Flood and Erosion Control
Chapter 10—Solid Waste
Chapter 12—Housing
Chapter 13—Licenses and Business Regulations
Chapter 14—Division 3. Unregistered, Inoperable Motor Vehicles
Chapter 15—Offenses and Miscellaneous Provisions
Chapter 16—Parks and Recreation
Chapter 18—Planning

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Chapter 21—Streets, Sidewalks and Public Places
Chapter 22—Water, Sewers and Sewage Disposal

(Ord. of 11-13-90; Ord. of 3-9-92, § 8; Ord. of 4-28-03; Ord. of 7-8-14; Ord. of 9-14-21)

7. OLD BUSINESS - None.

8. NEW BUSINESS

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To bring a request for the Zoning Board to the table.

On motion of Council Member Thibeault and seconded by Council Member Olsen, it was unanimously voted:

To request the Zoning Board to draft a regulation to limit Smoke and Vape Shops.

Whereas, the City of Bristol has a legitimate interest in promoting the health, safety, and general welfare of its residents; and

Whereas, public health data indicates that the proliferation of smoke and vape shops may increase youth access to nicotine products and contribute to adverse community health outcomes; and

Whereas, unregulated clustering of smoke and vape shops can negatively impact neighborhood character, economic diversity, and overall quality of life; and

Whereas, the City of Bristol has the authority under its zoning powers to regulate the location, density, and operating conditions of certain commercial uses in order to protect public health and community well-being;

Now, therefore, be it moved, that Bristol City Council hereby requests the Zoning Board to:

1. Draft a proposed regulation establishing reasonable limits on the location, density, and operating requirements of smoke and vape shops within the City/Town;

2. Consider provisions including, but not limited to:

- *Minimum distance requirements from schools, playgrounds, childcare centers, and other youth-serving facilities;*
- *Caps on the number of such establishments per zoning district;*
- *Separation distances between smoke and vape shops to prevent clustering; and*

Unapproved

- *Any additional conditions necessary to safeguard public health and welfare;*

3. Conduct public hearings and solicit community feedback prior to finalizing recommendations; and

4. Present the draft regulation to the Council for review and possible adoption within 120 days of this directive.

Be it further moved, that this request be entered into the official record and transmitted to the Zoning Board for further action.

Council Member Olsen expressed her support of this regulation and Mayor Caggiano reiterated that this is a regulation, not an ordinance. Council Member Panioto expressed his support of this regulation.

9. RESIGNATIONS

Robert Lawson – Board of Park Commissioners
Andrew Collins – Commission for Persons with Disabilities
Donna Koser – Bristol Early Childhood Collaborative f.k.a. School Readiness Council
Jillian Romann – Bristol Early Childhood Collaborative f.k.a. School Readiness Council
Sarah Holmes – Bristol Early Childhood Collaborative f.k.a. School Readiness Council
Valerie Toner – Bristol Early Childhood Collaborative f.k.a. School Readiness Council

On motion of Council Member Thibeault and seconded by Council Member Panioto, it was unanimously voted: To accept the resignations and send letters of thanks.

10. APPOINTMENTS

a. The following appointments were presented:

Bristol Burlington District Board of Health
Brian Suchinski – Appointment – term to 7/27.
Replaced James Moylan.
Confirming motion by Council Member Tyler.
Motion passed in voice vote.

Bristol Early Childhood Collaborative
Sandra Godin – Appointment – term to 8/26.
Confirming motion by Council Member Panioto.
Motion passed in voice vote.

Stephanie Daniele – Appointment – term to 8/26.
Confirming motion by Council Member Panioto.

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Motion passed in voice vote.

Kate Kerchaert – Appointment – term to 8/26.
Confirming motion by Council Member Panioto.
Motion passed in voice vote.

Kaitlyn Rondeau – Appointment – term to 8/26.
Confirming motion by Council Member Panioto.
Motion passed in voice vote.

Kara Singleton – Appointment – term to 8/26.
Confirming motion by Council Member Panioto.
Motion passed in voice vote.

Building Code of Appeals
Ed D'Amato – Reappointment – term to 8/30.
Confirming motion by Council Member Tyler.
Motion passed in voice vote.

Charles Talmadge – Reappointment as Alternate member – term to 8/30.
Confirming motion by Council Member Tyler.
Motion passed in voice vote.

Park Board
Jon Fitzgerald – Appointment– term to 12/25.
Replaced Rob Lawson.
Confirming motion by Council Member Olsen.
Motion passed in voice vote.

Cecilia Garay – Appointment– term to 12/25.
Replaced Sandra Bogdanski.
Confirming motion by Council Member Olsen.
Motion passed in voice vote.

Capital Improvement and Strategic Planning Committee
David Maikowski – Mayoral Appointment – No term.
Replaced Glenn Heiser

Northeast Middle School Building Committee
John Lodovico – Mayoral Appointment as Board of Finance Rep. – No term.
Replaced Glenn Heiser

Unapproved

b. Discontinue Appointment of Acting Town Clerk

On motion of Council Member Thibeault and seconded by Council Member Tyler, it was unanimously voted: To discontinue the appointment of Acting Town Clerk, Merina Bigos, effective July 31, 2025.

11. BRISTOL POLICE DEPARTMENT

a. Memorandum of Understanding For Referral and Sign-On Bonus Program for Lateral Certified Police Officers

Communication received from Human Resources Director Haselkamp.

On motion of Council Member Thibeault and seconded by Council Member Tyler, it was unanimously voted: To approve the funding necessary to execute the Memorandum of Understanding between the City of Bristol and the Bristol Police Union for the "Referral and Sign-On Bonus Program for Lateral Certified Police Officers" effective August 13, 2025, and to refer this matter to the Board of Finance.

Human Resource Director Haselkamp explained the background of the Memorandum providing recruitment data and Deputy Chief of Police Osborne explained the cost savings of this program. Council members Rosengren, Tyler, and Thibeault asked clarifying questions.

b. State of CT Department of Emergency Services and Public Protection Division of Statewide Emergency Telecommunications Grant

Communication received from Police Chief Morello.

On motion of Council Member Thibeault and seconded by Council Member Tyler it was unanimously voted: To approve the submission of a grant application to the State of CT Department of Emergency Services and Public Protection Division of Statewide Emergency Telecommunications Grant for approximately $36,200. The local match is 50%.

12. RESOLUTIONS

a. Open Space and Watershed Land Acquisition

Communication received from Assistant Corporation Counsel Conlin.

On motion of Council Member Thibeault and seconded by Council Member Olsen, it was unanimously voted: To approve the Resolution regarding the Open Space and Watershed Land Acquisition grant for Lot 12-5 and Lot 11-Rear, Assessor's Map 60, Perkins Street.

The Resolution was read into record as follows –

RESOLVED, that Jeffrey Caggiano, Mayor of the City of Bristol is hereby authorized to execute on behalf of the City of Bristol a Grant Agreement and Conservation and Public Recreation

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Easement and Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut for financial assistance to acquire permanent interest in land known as Hoppers-Birge Pond Preserve Expansion, OSWA 668 and to manage said land as open space land pursuant to Section 7-131d of the Connecticut General Statutes.

A roll call vote was taken.

YES	NO	ABSTAIN
Council Member Dickau		
" " Olsen		
" " Panioto		
" " Rosengren		
" " Thibeault		
" " Tyler		
Mayor Caggiano		

RESOLUTION ADOPTED: YES – 7; NO – 0; ABSTAIN – 0.

13. CONTRACT

a. Contract 2C25-081 Community Connectivity Grant Program

Communication received from Purchasing Agent Haynes.

On Motion of Council Member Olsen and seconded by Council Member Thibeault, it was unanimously voted: To award Contract 2C25-081 Community Connectivity Grant Program to Martin Laviero Contractor Inc. in the amount of $712,025.00 and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

14. OTHER BUSINESS – None.

15. ADJOURNMENT

At 8:34 p.m., on motion of Council Member Tyler and seconded by Council Member Dickau, it was unanimously voted: To adjourn.

ATTEST: _____
Erica Cabiya
Town & City Clerk

Unapproved

NEW HIRE REPORT

8/1/2025 TO 8/31/2025

LAST NAME	FIRST NAME	CITY	HIRE DATE	SALARY		UNION	STATUS	DEPARTMENT	JOB TITLE
DOHERTY	MICHAEL	CHESHIRE	08/04/2025	$ 38.54	PER HOUR	LOCAL 233	FT	BUILDING DEPT	CODE ENFRCMT OFR/ASST BLDG INP
GRAHAM	COLIN	BRISTOL	08/11/2025	$ 27.13	PER HOUR	LOCAL 1338	FT	PUBLIC WORKS	MECH.HELPER/LT.EQUIP.REPAIRER

TOTAL: **2**

RECEIVED
2025 SEP -3 AM 11:17
TOWN AND CITY CLERK
BRISTOL, CT

Copy: Local #233, #1338, BPSA, Police, Fire

Bristol CONNECTICUT All Heart ™

RECEIVED
2025 AUG 27 PM 12: 34
TOWN AND CITY CLERK
BRISTOL, CT

DATE: AUGUST 27, 2025

Tax Collector's Office | 860.584.6270

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

I hereby request refunds to the following tax accounts listed below for the reasons stated.

CURRENT LIST YEAR NAME	LIST NUMBER	SUPPLEMENTAL MOTOR VEHICLE TAX	INT	FEES	TOTAL	
BALLOU, KATHLEEN	2024-04-0400059	$ 227.67			$ 227.67	OVERPAYMENT
BARBATI, DONNA C	2024-04-0400061	$ 223.82			$ 223.82	VEHICLE SOLD
NEUBAUER, EDNA	2024-04-0402694	$ 7.53			$ 7.53	VEHICLE SOLD
VAZQUEZ, JOSE	2024-04-0406770	$ 130.00			$ 130.00	TOTAL LOSS
	TOTAL	$ 589.02	$ -	$ -	**$ 589.02**	

CURRENT LIST YEAR NAME	LIST NUMBER	MOTOR VEHICLE TAX	INT	FEES	TOTAL	
ACAR LEASING	2024-03-0300217	$ 312.85			$ 312.85	VEHICLE SOLD
ANGIOLILLO, FRANCIS A	2024-03-0301436	$ 74.33			$ 74.33	ANTIQUE EXEMPTION
ANGIOLILLO, FRANCIS A	2024-03-0301435	$ 160.68			$ 160.68	ANTIQUE EXEMPTION
ANGIOLILLO, FRANCIS A	2024-03-0301437	$ 56.16			$ 56.16	ANTIQUE EXEMPTION
BLAIS, LYNN	2024-03-0304228	$ 129.13			$ 129.13	VEHICLE SOLD
BURKE, THOMAS	2024-03-0306150	$ 111.01			$ 111.01	ANTIQUE EXEMPTION
BRUTON, ROBERT	2024-03-0305849	$ 21.03			$ 21.03	JUNKED
CALLE, LUIS	2024-03-0306638	$ 84.23			$ 84.23	OVERPAYMENT
CALLAHAN, PATRICIA	2024-03-0306625	$ 321.68			$ 321.68	OVERPAYMENT
CASTRO, KEYOKA R	2024-03-0307749	$ 144.03			$ 144.03	VEHICLE SOLD
CRUZ-PEREZ, ALVARO	2024-03-0310535	$ 51.48			$ 51.48	VEHICLE SOLD
DELUCA, LORRAINE	2024-03-0312079	$ 15.25			$ 15.25	VEHICLE SOLD
DUPLESSIS, KARA	2024-03-0313827	$ 28.40			$ 28.40	TRADE IN
GAGNON, ERIC	2024-03-0316576	$ 100.50			$ 100.50	VEHICLE SOLD
GRANGER GROUP INC	2024-03-0318735	$ 216.86			$ 216.86	TOTAL LOSS
GREEN, JUDITH	2024-03-0318878	$ 228.84			$ 228.84	TRADE IN
GREENBERG, DANIEL	2024-03-0318900	$ 29.37			$ 29.37	VEHICLE SOLD
GUERETTE, MICHAEL	2024-03-0319230	$ 36.10			$ 36.10	REG. OUT OF STATE
HAYWARD, CURTIS	2024-03-0320205	$ 159.70			$ 159.70	REG. OUT OF STATE
JP MORGAN CHASE	2024-03-0323003	$ 350.89			$ 350.89	OVERPAYMENT
JP MORGAN CHASE	2024-03-0322958	$ 467.03			$ 467.03	BILL ADJUSTED
LJUBUNCIC BELMA	2024-03-0326750	$ 20.77			$ 20.77	JUNKED
KOCI, ILIA	2024-03-0324066	$ 230.79			$ 230.79	OVERPAYMENT
KORBA, ANDRZEJ	2024-03-0324155	$ 62.48			$ 62.48	VEHICLE SOLD
KORBA, ANDRZEJ	2024-03-0324154	$ 6.00			$ 6.00	VEHICLE SOLD
LAMOUREUX, ROBERT	2024-03-0325174	$ 60.93			$ 60.93	VEHICLE SOLD
LAMONTAGNE, DONNA	2024-03-0325124	$ 24.99			$ 24.99	VEHICLE SOLD
LAVIGNE, RICHARD A JR	2024-03-0325670	$ 268.12			$ 268.12	RETURN LEASE

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111 North Main Street
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LEPAGE, NATHAN	2024-03-0326212	$ 200.84			$ 200.84	TRADE IN
LHEUREUX, REGINALD	2024-03-0326503	$ 132.01			$ 132.01	TOTAL LOSS
LOWELL, JANE	2024-03-0327168	$ 10.00			$ 10.00	OVERPAYMENT
LUCKETT, LISA	2024-03-0327300	$ 86.35			$ 86.35	VEHICLE SOLD
MORALES, MILMAGLYN	2024-03-0331671	$ 123.74			$ 123.74	REG. OUT OF STATE
MUNI, CHRISTOPHER	2024-03-0332246	$ 42.07			$ 42.07	VEHICLE SOLD
NEUBAUER, EDNA	2024-03-0332808	$ 23.31			$ 23.31	VEHICLE SOLD
OLSON, MARION G	2024-03-0334092	$ 31.35			$ 31.35	JUNKED
OSENKOWSKI, RAYMOND M JR	2024-03-0334443	$ 139.25			$ 139.25	ANTIQUE EXEMPTION
PERRY, MICHELLE	2024-03-0336213	$ 24.61			$ 24.61	VEHICLE SOLD
PLANTAMURO, JOHN L	2024-03-0336888	$ 153.21			$ 153.21	ANTIQUE EXEMPTION
PRABAKAR, DIVYA	2024-03-0337376	$ 69.73			$ 69.73	DONATED/GIFTED
ROACH, RICHARD	2024-03-0339314	$ 38.95			$ 38.95	ANTIQUE EXEMPTION
SANTOS, NANCY	2024-03-0341478	$ 21.59			$ 21.59	VEHICLE SOLD
STONE, BEVERLY B	2024-03-0344649	$ 14.81			$ 14.81	VEHICLE SOLD
SPERANZA, PETER	2024-03-0344003	$ 131.46			$ 131.46	OVERPAYMENT
TRUC, TERRY	2024-03-0347086	$ 48.13			$ 48.13	VEHICLE SOLD
TOYOTA LEASE TRUST	2024-03-0346737	$ 347.61			$ 347.61	LEASE BUYOUT
TOYOTA LEASE TRUST	2024-03-0346885	$ 147.40			$ 147.40	VEHICLE SOLD
TOYOTA LEASE TRUST	2024-03-0346821	$ 175.86			$ 175.86	VEHICLE SOLD
VERIKAS, MARYLOU	2024-03-0348204	$ 38.66			$ 38.66	VEHICLE SOLD
WALKER, RICHARD L JR	2024-03-0348814	$ 57.19			$ 57.19	TRADE IN
WALONOSKI, JAMES	2024-03-0348874	$ 86.02			$ 86.02	VETERAN EXEMPTION
YUSCHAK, SHERI	2024-03-0350592	$ 32.27			$ 32.27	REG. OUT OF STATE
	TOTAL	$ 5,950.05	$ -	$ -	**$ 5,950.05**	

PRIOR LIST YEAR NAME	**LIST NUMBER**	**MOTOR VEHICLE TAX**	**INT**	**FEES**	**TOTAL**	
CHRYSLER CAPITAL	2023-03-0307931	$ 455.57			$ 455.57	VEHICLE SOLD
CORCORAN, NICOLE	2023-03-0309751	$ 255.13			$ 255.13	TOTAL LOSS
DEFILIPPIS, MAXIMILLIAN	2023-03-0311934	$ 32.88			$ 32.88	TRADE IN
KUKLINSKI, MICHAL	2023-03-0325039	$ 85.95			$ 85.95	VEHICLE SOLD
LUUKKO, DAVID	2022-03-0327981	$ 9.44			$ 9.44	VEHICLE SOLD
NISSAN MOTOR ACCEPTANCE					$ -	
CORP.	2023-03-0333860	$ 166.26			$ 166.26	LEASE BUYOUT
NISSAN MOTOR ACCEPTANCE					$ -	
CORP.	2023-04-0406161	$ 513.19			$ 513.19	VEHICLE SOLD
TOYOTA LEASE TRUST	2023-03-0347712	$ 187.03			$ 187.03	ADJUST PALTE 23 SUPP
TOYOTA LEASE TRUST	2022-03-0347685	$ 399.17			$ 399.17	VEHICLE SOLD
TOYOTA LEASE TRUST	2023-03-0347773	$ 639.79			$ 639.79	VEHICLE SOLD
YUSCHAK, SHERI	2023-03-0351636	$ 169.60			$ 169.60	REG. OUT OF STATE
	TOTAL	$ 2,914.01	$ -	$ -	**$ 2,914.01**	

CURRENT LIST YEAR NAME	**LIST NUMBER**	**PERSONAL PROPERTY CITY TAX**	**INT**	**FEES**	**TOTAL**	**REASON**
NISSAN MOTOR ACCEPTANCE					$ -	
CORP.	2024-02-0201492	$ 2,907.56			$ 2,907.56	DUPLICATE BILL
	TOTAL	$ 2,907.56	$ -	$ -	**$ 2,907.56**	

CURRENT LIST YEAR NAME	**LIST NUMBER**	**REAL ESTATE CITY TAX**	**INT**	**FEES**	**TOTAL**	**REASON**
DAMBOISE, JEANNE	2024-01-0105091	$ 1,728.17			$ 1,728.17	ADDED APA EXEMPTION
	TOTAL	$ 1,728.17	$ -	$ -	**$ 1,728.17**	

PRIOR LIST YEAR NAME	LIST NUMBER	REAL ESTATE CITY TAX	INT	FEES	TOTAL	REASON
DUTCH POINT CREDIT UNION INC	2023-01-0120641	$ 5,065.43			$ 5,065.43	OVERPAYMENT
	TOTAL	$ 5,065.43	$ -	$ -	**$ 5,065.43**	

TOTAL ALL MOTOR VEHICLE	$	9,453.08
TOTAL PERSONAL PROPERTY	$	2,907.56
TOTAL ALL REAL ESTATE	$	6,793.60
GRAND TOTAL ALL COLLECTIONS	**$**	**19,154.24**

RESPECTFULLY,

Ann V. Bednaz CCMC

ANN V BEDNAZ, CCMC
TAX COLLECTOR
KG

Shelby Pons, **Chair**
Maria Simmons, **Vice Chair**
Jill Fitzsimons-Bula, **Secretary**
Russell Anderson
Eric Carlson
Kristen Giantonio
Lorianne Osenkowski
Dante Tagariello
Jennifer Van Gorder

Bristol Public Schools

P.O. Box 450 | 129 Church Street
Bristol, CT 06011-0450
860-584-7000 | Fax 860-584-7611

Iris White
Superintendent of Schools

Mary Hawk
Superintendent of Schools

RECEIVED
2025 AUG 15 AM 11:31
TOWN AND CITY CLERK
BRISTOL, CT

August 13, 2025

Erica Cabiya
Town and City Clerk
City of Bristol
111 North Main Street
Bristol, CT 06010

Dear Ms. Cabiya,

At the regular Northeast Middle School building committee meeting held on August 12, 2025, the building committee approved the change orders presented by D'Amato Downes Joint Venture totaling $22,966.58. Please consider the inclusion of the following motion for the upcoming City Council meeting to be held on Tuesday, September 9, 2025:

To approve the change orders for D'Amato Downes Joint Venture, totaling $22,966.58 as recommended by the Northeast Middle School Building Committee and to authorize the Mayor or Acting Mayor to execute any documents necessary to amend their contract.

Please let me know if there are any questions.

Sincerely,

Tara Landon
Operations & Facilities Manager
Assistant Manager of School Projects

Enc

TEACH AND LEARN WITH PASSION AND PURPOSE

D'AMATO JOINT VENTURE DOWNES

PCO #007

DAmato + Downes JV
200 Stanley St
New Britain, Connecticut 06051
Phone: (860) 229-3755
Fax: (860) 225-3617

Project: 60-19-0004 - Northeast MS - Bristol
530 Stevens Street
Bristol, Connecticut 06010

Prime Contract Potential Change Order #007: CE #007 - RFI #15 - Side Safety Railings for All Roof Ladders

TO:	City Of Bristol, Bristol Public Schools 129 Church Street Bristol, CT 06011-0450, 06011-7086	**FROM:**	D'Amato + Downes JV 105 Laurel Street Bristol, Connecticut 06010
PCO NUMBER/REVISION:	007 / 0	**CONTRACT:**	60-19-0004 - Bristol Northeast MS
REQUEST RECEIVED FROM:	Kevin Thibodeau **(Steeltech Building Products)**	**CREATED BY:**	Darian D'Amato **(D'Amato + Downes JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/7/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #007 - RFI #15 - Side Safety Railings for All Roof Ladders

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #007 - RFI #15 - Side Safety Railings for All Roof Ladders
This PCO includes all labor, material, and equipment to add side railings to roof ladders per *RFI #15 - Side Safety Railings for All Roof Ladders*. This change occurred prior to the work commencing due to a code requirement for safety railings that were not originally shown on the drawings. Refer to Steeltech Building Products COP #2 for cost details.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	001.05-500.S Construction.Misc. Metals.Subcontractor	Steeltech COP #2	$14,576.69
2	001.60-120.S Construction.Additional Supplemental Steel.Subcontractor	GMP Allowance	$(14,576.69)
		Subtotal:	**$0.00**
		Gen Liability Insurance (0.00%):	$0.00
		Bond (0.00%):	$0.00
		CM Fee (0.00%):	$0.00
		Grand Total:	**$0.00**

Michael Lane (QA+M Architecture)
195 Scott Swamp Road Farmington, CT 06032

Signed by: Michael Lane 8/7/2025
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SIGNATURE DATE

City Of Bristol, Bristol Public Schools
129 Church Street

Bristol, CT 06011-0450, 06011-7086

Signed by: Tara Landon 8/13/2025
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SIGNATURE DATE

D'Amato + Downes JV
105 Laurel Street

Bristol, Connecticut 06010

Signed by: Darian D'Amato 8/7/2025
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SIGNATURE DATE

D'AMATO JOINT VENTURE DOWNES

PCO #040

DAmato + Downes JV
200 Stanley St
New Britain, Connecticut 06051
Phone: (860) 229-3755
Fax: (860) 225-3617

Project: 60-19-0004 - Northeast MS - Bristol
530 Stevens Street
Bristol, Connecticut 06010

Prime Contract Potential Change Order #040: CE #040 - RFI #180 - First Floor Dust Collector Exhaust Ductwork Conflict - Area D (Tech D101)

TO:	City Of Bristol, Bristol Public Schools 129 Church Street Bristol, CT 06011-0450, 06011-7086	**FROM:**	D'Amato + Downes JV 105 Laurel Street Bristol, Connecticut 06010
PCO NUMBER/REVISION:	040 / 0	**CONTRACT:**	60-19-0004 - Bristol Northeast MS
REQUEST RECEIVED FROM:	Josh Oliva **(N.T. Oliva, Inc.)**	**CREATED BY:**	Darian D'Amato **(D'Amato + Downes JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/11/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$472.16

POTENTIAL CHANGE ORDER TITLE: CE #040 - RFI #180 - First Floor Dust Collector Exhaust Ductwork Conflict - Area D (Tech D101)

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #040 - RFI #180 - First Floor Dust Collector Exhaust Ductwork Conflict - Area D (Tech D101)
This PCO includes all labor and material to change the location, size, and number of acoustical wall panels in the tech shop per *RFI #180 - First Floor Dust Collector Exhaust Ductwork Conflict - Area D (Tech D101)*. This change was a result of coordination with the dust collector ductwork. The panel square footage reduced overall due to this change but the addition of one panel increased the material and labor costs. Refer to N.T. Oliva COP #2 for cost details.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	001.09-510.S Construction.Acoustical Ceilings.Subcontractor	N.T. Oliva COP #2	$472.16
		Subtotal:	**$472.16**
		Gen Liability Insurance (0.00%):	$0.00
		Bond (0.00%):	$0.00
		CM Fee (0.00%):	$0.00
		Grand Total:	**$472.16**

Michael Lane (QA+M Architecture)
195 Scott Swamp Road Farmington, CT 06032

Signed by: Michael Lane 8/7/2025
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SIGNATURE DATE

City Of Bristol, Bristol Public Schools
129 Church Street
Bristol, CT 06011-0450, 06011-7086

Signed by: Tara Landon 8/13/2025
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SIGNATURE DATE

D'Amato + Downes JV
105 Laurel Street
Bristol, Connecticut 06010

Signed by: Darian D'Amato 7/11/2025
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SIGNATURE DATE

D'AMATO JOINT VENTURE DOWNES

PCO #042

DAmato + Downes JV
200 Stanley St
New Britain, Connecticut 06051
Phone: (860) 229-3755
Fax: (860) 225-3617

Project: 60-19-0004 - Northeast MS - Bristol
530 Stevens Street
Bristol, Connecticut 06010

Prime Contract Potential Change Order #042: CE #042 - RFI #135 - Brick Support At Roof Levels - Areas B & E

TO:	City Of Bristol, Bristol Public Schools 129 Church Street Bristol, CT 06011-0450, 06011-7086	**FROM:**	D'Amato + Downes JV 105 Laurel Street Bristol, Connecticut 06010
PCO NUMBER/REVISION:	042 / 0	**CONTRACT:**	60-19-0004 - Bristol Northeast MS
REQUEST RECEIVED FROM:	Juan Delgado **(Shepard Steel)**	**CREATED BY:**	Darian D'Amato **(D'Amato + Downes JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/7/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #042 - RFI #135 - Brick Support At Roof Levels - Areas B & E

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #042 - RFI #135 - Brick Support At Roof Levels - Areas B & E
This PCO includes all labor and equipment to weld brick support plates at the roof in Areas B and E per *RFI #135 - Brick Support At Roof Levels - Areas B & E*. This change occurred prior to the work commencing due to a concern about a lack of brick veneer support in three locations at the roof. There was a surplus of 3/16" plates on the project site so it was proposed to utilize those to provide the additional support and the structural steel subcontractor would be responsible for welding those in-place. Refer to Shepard Steel COP #11 for cost details.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	001.05-120.S Construction.Structural Steel.Subcontractor	Shepard COP #11	$5,171.17
2	001.60-120.S Construction.Additional Supplemental Steel.Subcontractor	GMP Allowance	$(5,171.17)
		Subtotal:	**$0.00**
		Gen Liability Insurance (0.00%):	$0.00
		Bond (0.00%):	$0.00
		CM Fee (0.00%):	$0.00
		Grand Total:	**$0.00**

Michael Lane (QA+M Architecture)
195 Scott Swamp Road Farmington, CT 06032

Signed by: Michael Lane 8/7/2025
D76C018794344E7...
SIGNATURE DATE

City Of Bristol, Bristol Public Schools
129 Church Street
Bristol, CT 06011-0450, 06011-7086

Signed by: Tara Landon 8/13/2025
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D'Amato + Downes JV
105 Laurel Street
Bristol, Connecticut 06010

Signed by: Darian D'Amato 8/7/2025
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SIGNATURE DATE

D'AMATO JOINT VENTURE DOWNES

PCO #047

DAmato + Downes JV
200 Stanley St
New Britain, Connecticut 06051
Phone: (860) 229-3755
Fax: (860) 225-3617

Project: 60-19-0004 - Northeast MS - Bristol
530 Stevens Street
Bristol, Connecticut 06010

Prime Contract Potential Change Order #047: CE #047 - PR #021 - Fire Alarm

TO:	City Of Bristol, Bristol Public Schools 129 Church Street Bristol, CT 06011-0450, 06011-7086	**FROM:**	D'Amato + Downes JV 105 Laurel Street Bristol, Connecticut 06010
PCO NUMBER/REVISION:	047 / 0	**CONTRACT:**	60-19-0004 - Bristol Northeast MS
REQUEST RECEIVED FROM:	Nicolas Bane **(Net Services, LLC)**	**CREATED BY:**	Darian D'Amato **(D'Amato + Downes JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/1/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$15,449.93

POTENTIAL CHANGE ORDER TITLE: CE #047 - PR #021 - Fire Alarm

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #047 - PR #021 - Fire Alarm
This PCO includes all labor and material to provide added fire alarm devices per *PR #021 - Fire Alarm*. This change was made prior to the work commencing and was due to a number of devices including smoke detectors, strobes, wiring and accessories, etc. not being shown on the original drawing set. Refer to Net Services COP #001 for cost details.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	001.28-100.S Construction.Security Systems.Subcontractor	Net Services COP #001	$15,449.93
		Subtotal:	**$15,449.93**
		Gen Liability Insurance (0.00%):	$0.00
		Bond (0.00%):	$0.00
		CM Fee (0.00%):	$0.00
		Grand Total:	**$15,449.93**

Michael Lane (QA+M Architecture)
195 Scott Swamp Road Farmington, CT 06032

Signed by: Michael Lane 8/7/2025
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SIGNATURE DATE

City Of Bristol, Bristol Public Schools
129 Church Street

Bristol, CT 06011-0450, 06011-7086

Signed by: Tara Landon 8/13/2025
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SIGNATURE DATE

D'Amato + Downes JV
105 Laurel Street

Bristol, Connecticut 06010

Signed by: Darian D'Amato 7/11/2025
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SIGNATURE DATE

D'AMATO JOINT VENTURE DOWNES

PCO #062

DAmato + Downes JV
200 Stanley St
New Britain, Connecticut 06051
Phone: (860) 229-3755
Fax: (860) 225-3617

Project: 60-19-0004 - Northeast MS - Bristol
530 Stevens Street
Bristol, Connecticut 06010

Prime Contract Potential Change Order #062: CE #062 - RFI #187 - Acid Waste Pit Floor Cover

TO:	City Of Bristol, Bristol Public Schools 129 Church Street Bristol, CT 06011-0450, 06011-7086	**FROM:**	D'Amato + Downes JV 105 Laurel Street Bristol, Connecticut 06010
PCO NUMBER/REVISION:	062 / 0	**CONTRACT:**	60-19-0004 - Bristol Northeast MS
REQUEST RECEIVED FROM:	Kevin Thibodeau **(Steeltech Building Products)**	**CREATED BY:**	Darian D'Amato **(D'Amato + Downes JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/7/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: CE #062 - RFI #187 - Acid Waste Pit Floor Cover

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #062 - RFI #187 - Acid Waste Pit Floor Cover
This PCO includes all labor, material, and equipment to provide a solid cover for the acid waste pit in lieu of the original grated cover per *RFI #187 - Acid Waste Pit Floor Cover*. This change occurred prior to commencement of the work due to the concern that the grated cover could be a hazard with pointed shoes and would be difficult to remove for maintenance. The solid cover will be lighter and easier to remove since it is made of multiple interlocking pieces. Refer to Steeltech Building Products COP #5 for cost details.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	001.05-500.S Construction.Misc. Metals.Subcontractor	Steeltech COP #5	$5,628.83
2	001.60-120.S Construction.Additional Supplemental Steel.Subcontractor	GMP Allowance	$(5,628.83)
		Subtotal:	**$0.00**
		Gen Liability Insurance (0.00%):	$0.00
		Bond (0.00%):	$0.00
		CM Fee (0.00%):	$0.00
		Grand Total:	**$0.00**

Michael Lane (QA+M Architecture)
195 Scott Swamp Road Farmington, CT 06032

Signed by: Michael Lane 8/7/2025
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SIGNATURE DATE

City Of Bristol, Bristol Public Schools
129 Church Street
Bristol, CT 06011-0450, 06011-7086

Signed by: Tara Landon 8/13/2025
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SIGNATURE DATE

D'Amato + Downes JV
105 Laurel Street
Bristol, Connecticut 06010

Signed by: Darian D'Amato 8/7/2025
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SIGNATURE DATE

D'AMATO JOINT VENTURE DOWNES

PCO #069

DAmato + Downes JV
200 Stanley St
New Britain, Connecticut 06051
Phone: (860) 229-3755
Fax: (860) 225-3617

Project: 60-19-0004 - Northeast MS - Bristol
530 Stevens Street
Bristol, Connecticut 06010

Prime Contract Potential Change Order #069: CE #069 - RFI #171 - Angled Storefront at Gym

TO:	City Of Bristol, Bristol Public Schools 129 Church Street Bristol, CT 06011-0450, 06011-7086	**FROM:**	D'Amato + Downes JV 105 Laurel Street Bristol, Connecticut 06010
PCO NUMBER/REVISION:	069 / 0	**CONTRACT:**	60-19-0004 - Bristol Northeast MS
REQUEST RECEIVED FROM:	Kevin Thibodeau **(Steeltech Building Products)**	**CREATED BY:**	Darian D'Amato **(D'Amato + Downes JV)**
STATUS:	Pending - In Review	**CREATED DATE:**	8/7/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	0 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$1,415.66

POTENTIAL CHANGE ORDER TITLE: CE #069 - RFI #171 - Angled Storefront at Gym

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #069 - RFI #171 - Angled Storefront at Gym
This PCO includes all labor and equipment to cut back steel plates that are impeding the storefront framing per *RFI #171 - Angled Storefront at Gym*. This change occurred prior to storefront framing installation because it was discovered that steel clips attached to the columns extended past the face of the columns and would create a conflict with the framing. Refer to Steeltech Building Products COP #3 for cost details.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	001.05-500.S Construction.Misc. Metals.Subcontractor	Steeltech COP #3	$1,415.66
		Subtotal:	**$1,415.66**
		Gen Liability Insurance (0.00%):	$0.00
		Bond (0.00%):	$0.00
		CM Fee (0.00%):	$0.00
		Grand Total:	**$1,415.66**

Michael Lane (QA+M Architecture)
195 Scott Swamp Road Farmington, CT 06032

Signed by: Michael Lane 8/7/2025
1176CD1B7F9344E7...
SIGNATURE DATE

City Of Bristol, Bristol Public Schools
129 Church Street

Bristol, CT 06011-0450, 06011-7086

Signed by: Tara Landon 8/13/2025
325B11E44B5744A...
SIGNATURE DATE

D'Amato + Downes JV
105 Laurel Street

Bristol, Connecticut 06010

Signed by: Darian D'Amato 8/7/2025
2542D6FD25D54FA...
SIGNATURE DATE

Municipal Electronic Voting Equipment Agreement

This Agreement (as hereinafter defined) is made by and between, _____, with a principal place of business at _____(the Municipality) and the State of Connecticut with principal offices at State Capitol, Room 104, Hartford CT 06105 (the "State") in accordance with Title 4a Chapter 58 of the Connecticut General Statutes.

RECEIVED
2025 AUG 20 AM 11:52
BRISTOL, CT

The Municipality and the State agree as follows:

1. Definitions

The following definitions apply in this Agreement, except to the extent clarifies or contradicted in the Contract, in which case Exhibit A, the Contract, controls.

a. Acceptance

Determination made by the Municipality upon successful User Acceptance Test that the Deliverable has satisfied the expectations set forth in the Contract.

b. Contract

The CT Source Contract #2024-01 and all attachments and exhibits thereto and all purchase orders issued hereunder. In the event of a conflict between the terms and conditions of the CT Source Contract #2024-01 and any attachment or exhibit hereto, or a purchase order issued thereunder.

c. Contractor

Election Systems & Software, LLC, a limited liability company existing under the laws of Delaware with a principal place of business at 11208 John Galt Boulevard, Omaha, NE.

d. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the Municipality, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the pricing schedule of the Deliverables Document or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

e. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

f. Goods or Services

Goods, Services or both, as further defined in the Contract.

g. Licensed Software

Contractor's proprietary software and firmware products licensed by Contractor in connection with the Deliverables, for which the Office of the Secretary of the State ("SOTS") and the Municipality acquire a personal, non-exclusive, revocable, non-transferable license to access and use, but does not acquire title to such software products in accordance with the terms and conditions of the Contract.

h. Maintenance Services

The software and process support services described in the Contract.

i. Municipal Agreement

This agreement between SOTS and the Municipality regarding ownership and responsibility for Goods and Services, Improvement, Licensed Software and Maintenance Services and agreement to be bound by all terms and conditions of the Contract, including but not limited to all exhibits attached hereto, to the same and full extent as if the Municipalities had executed the Contract as of the Effective Date hereof.

j. Municipalities

Any city, borough or town within the State of Connecticut.

k. Perform

All acts and things of the parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Agreement fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

l. Purchase Order

A written or electronic document that SOTS or a Municipality issues for one or more Deliverables in accordance with the terms of the Contract or this Agreement.

m. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

n. Site

Location(s) specified by SOTS or Municipality where Deliverables are to be installed, Services rendered, or materials furnished.

o. Software Maintenance Agreement ("SMA")

Hardware Maintenance and Software License, Maintenance and Support Services Agreement set forth at Exhibit B of the Contract and incorporated therein as if fully set forth, which sets forth and describes the maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in the Contract and its exhibits as applicable.

p. State

The State of Connecticut, including SOTS and any office, department, board, council, commission, institution or other agency of the State.

q. Term

The original term of the Contract plus any extensions exercised under the Contract.

r. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable. Contractor shall not transfer and SOTS and any Municipalities shall not acquire any title to Contractor's Licensed Software.

s. User Acceptance Test

Those procedures defined in Exhibit C of the Contract that permit SOTS and Municipalities to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with each applicable stage of the Statement of Work incorporated in the Contract.

2. Incorporation of Terms and Conditions

Upon Acceptance of the Deliverables, Municipality shall be bound by all the terms and conditions of the Contract set forth in Exhibit A hereto, including but not limited to, the Software Maintenance Agreement set forth as Exhibit B to the Contract, to the same and full extent as if the Municipality had executed the Contract at the time of execution of the Contract. Municipality agrees to maintain Deliverables and Licensed Software pursuant to the Contract.

3. Term of Agreement; Agreement Extension

This Agreement will be in effect from the date of execution of both parties, as evidenced by the signatures below (the "Effective Date") through July 31, 2034. SOTS, may extend the Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in the Contract concerning Contract amendments.

In addition to the permitted extensions above, SOTS at its sole discretion may extend the Contract on a month-to-month basis for a period not to exceed six months from the expiration date of the Contract without changes to the pricing or other terms.

4. **Privity**

Except as all Federal, State of Connecticut and municipal laws, ordinances, regulation, rules, policies and procedures concerning all manner of elections, as the term "election" is used in the United States Code and the Connecticut General Statutes, as applicable ("Election Laws") otherwise provide, the mutually corresponding and respective rights and obligations of the Municipality and the Contractor under the Contract shall be deemed to be and treated the same as those that exist during the Contract term between the SOTS on the one hand and the Contractor on the other.

The privity of contract between Municipalities and the Contractor (the "Municipal Privity") shall be independent from that between the Contractor and SOTS, such that the Municipal Privity shall in no way impose any rights or obligations on SOTS or the State of Connecticut.

Municipality shall not have the right to modify substantively any of the terms and conditions of the Contract.

5. **Purchase Orders**

The Municipality shall issue a Purchase Order when acquiring any Deliverable or Service available under the Contract and this Agreement and, if appropriate, a Statement of Work mutually acceptable to the purchasing Municipality and the Contractor. Any Purchase Order issued by the Municipality will be issued in compliance with the requirements described for Purchase Orders under the Contract.

6. **Delivery to Municipalities**

The Contractor shall deliver all Goods and Services to Sites designated by the Municipality as noted in Purchase Orders from the Municipalities and in compliance with the terms of the Contract. The Municipality shall not impede Contractor's reasonable access to Sites designated for delivery in an issued Purchase Order. The Municipality will complete the User Acceptance Testing in compliance with the terms of the Contract within ten (10) business days of Delivery. Should the Municipality fail to test Goods within the ten (10) business day period such Goods shall be deemed accepted.

SOTS shall own all Deliverables provided by Contractor to SOTS under the Contract, subject to subparagraph b) below. Ownership of Deliverables will transfer to the Municipality following acceptance of Deliverables by the Municipality and execution of this Agreement, subject to subparagraph b) below. Municipality shall own all Deliverables provided by Contractor directly to the Municipality in satisfaction of a Purchase Order submitted by the Municipality.

7. **Notice**

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

If to SOTS:
Connecticut Office of the Secretary of the State

165 Capitol Avenue, Suite 1000

Hartford, CT 06106

Attention: Kristin Sullivan, Director of Elections
Gabe Rosenberg, Chief of Staff and General Counsel
w/copy to: kristin.sullivan@ct.gov
gabe.rosenberg@ct.gov

If to the Municipality:

Attention:

8. Headings

The headings given to the Sections in this Agreement are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

9. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

_____(MUNICIPALITY)

BY:

Name:

Title:
Duly Authorized

Date:

STATE OF CONNECTICUT
Office of the Secretary of the State

BY:

Name:

Title:
Duly Authorized

Date:

Addendum to Contract No: 2024-1

RECEIVED
2025 AUG 20 AM 11:52
TOWN AND CITY CLERK
BRISTOL, CT

Title: Contract for Voter Tabulation System

And Election Management System Between

State of Connecticut

AND

Election Systems & Software, LLC

1. This Addendum amends the agreement dated August 29, 2024 between the State of Connecticut and Election Systems & Software, LLC.

2. This Addendum replaces Exhibit A which detailed a total fixed price of $19,995,793.00 for deliverables with an amended Exhibit A for a total fixed price of $20,221,948.00.

3. This Addendum reduces the number of DS300 Poll Place Scanner and Tabulators from 2,699 to 2,402.

4. This Addendum increases the number of DS950 High-Speed Central Counting Systems from 13 to 20.

5. This Addendum increases the number of DS450 Medium Speed Central Counting Systems from 38 to 51.

6. This Addendum includes a revised second page of Exhibit A which reflects the changes recited in paragraphs 2-5 to the total number of tabulators. There is no change to the labor costs for these deliverables.

7. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The parties are executing this Addendum on the date below their respective signatures.

Election Systems & Software (CONTRACTOR)

BY: Jared Plath

Name: Jared Plath

Title: VP of Finance

Duly Authorized

Date: 2/21/25

STATE OF CONNECTICUT
Secretary of the State

BY:

Name: Gabe Rosenberg

Title: CoS

Duly Authorized

Date: 1/28/25

APPROVED AS TO FORM
STATE OF CONNECTICUT

Office of the Attorney General

BY: Jeffrey Zeman Digitally signed by Jeffrey Zeman Date: 2025.02.23 17:04:31 -05'00'

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date:

Exhibit A (Vendor Deliverables)

Quantity	Item Description	Unit Price	Extended Price
	Invoicing and Payment Terms		
	Previously Invoiced:		
X	Initial Invoice - Upon Contract Execution (Submitted and Paid on Invoice CD2108453)		$9,589,488.00
X	Invoice CD2113523 (Submitted but not yet paid) - Includes the Delivery and Acceptance of:		$1,213,738.00
	(328) DS300's		
	(2) DS950's		
	(8) DS450's		
	(2) EMS third party hardware to the Secretary of State and UCONN Office		
	(6) EMS third party hardware to Municipalities		
	(1) Delivery and Acceptance of Electionware to SOS Office		
	(42) Service Days		
	Retainage:		
X	Due upon receipt of federal certification of EVS 6.7.0.0		$971,450.00
X	Due upon receipt of federal certification of EVS 7.0.0.0		$971,450.00
	Due upon incorporation of Cross-Party Endorsement into Electionware:		
0.5	Electionware Election Management Software - PYO Base Package	$218,892.00	$109,446.00
1	EMS 3rd Party Hardware for the Secretary of State and UConn Office	$4,751.00	$4,751.00
84.5	EMS 3rd Party Hardware for Municipalities	$1,547.00	$130,721.50
	Remaining Amount To Invoice:		$7,230,903.50
	Invoicing Plan - Remaining Amount:		
2,074	Delivery and acceptance of DS300's	$2,142.00	$4,442,508.00
18	Delivery and acceptance of DS950's	$55,382.00	$996,876.00
43	Delivery and acceptance of DS450's	$27,238.00	$1,171,234.00
5	Delivery of Ballot on Demand laptops/printers	$2,066.00	$10,330.00
81.5	Delivery of EMS third party hardware to Municipalities	$1,547.00	$126,080.50
245	Services Invoiced as Incurred (Project Management, Training, Public Demos, Early Voting Support and Election Day Support)	$1,975.00	$483,875.00
			$7,230,903.50
	Annualized Cost (Commence Upon Expiration of the Warranty Period)		
	Annual Post-Warranty Hardware Maintenance and Support Fees:		
2,402	HMA DS300 - Extended Warranty with Annual Maintenance	$215.00	$516,430.00
20	HMA DS950 - Extended Warranty with Annual Maintenance	$4,615.00	$92,300.00
51	HMA DS450 - Extended Warranty with Annual Maintenance	$3,155.00	$160,905.00
	Annual Post-Warranty Firmware License and Maintenance and Support Fees:		
2,402	Firmware License - DS300	$100.00	$240,200.00
20	Firmware License - DS950	$1,885.00	$37,700.00
51	Firmware License - DS450	$1,795.00	$91,545.00
	Annual Post-Warranty Software Maintenance and Support Fees:		
1	Electionware Election Management Software - PYO Base Package	$62,500.00	$62,500.00
	Total Annualized Cost		**$1,201,580.00**

Note: Annualized Costs are subject to annual increases in accordance with paragraphs 4 and 5 of the CT Source Contract.

Ongoing Services And Other Items

Programming Services (If provided by Election Systems & Software):

Precincts (Price per precinct in the election)	$20.00
Ballot Face Configurations (Price per ballot style)	$20.00
Contest / Issue Entries (Price per contest, referendum, question, and/or proposition in the election)	$22.00
Candidate / Response Entries (Price per candidate and/or response, including referendum and write-in for each contest/issue)	$10.00
Media Burn (Price per memory device)	$20.00

Note: Programming services are subject to a $700.00 minimum fee per town, per election. Other optional programming services are available for an additional fee.

1	Additional Service Days	$1,975.00 Per Day
1	DS300 Tote Bin	$395.00

Note: Ongoing Services and Other Items are subject to annual increases in accordance with paragraphs 4 and 5 of the CT Source Contract. Prices do not include shipping & handling (as applicable).

Footnotes:

1. ES&S will coordinate the pickup, transportation and recycling of the trade-in equipment on a date to be mutually agreed upon by the parties.

Exhibit A (Vendor Deliverables)

Quantity	Item Description	Unit Price	Extended Price
	Hardware Costs (Hardware Warranty Through December 31, 2025)		
	DS300 Poll Place Scanner and Tabulator:		
2,402	DS300 (Includes Internal Backup Battery, Paper Roll, Imprinter Ink Cartridge and One (1) Standard 4GB Memory Device)	$6,030.00	$14,484,060.00
2,402	DS300 Ballot Box with Power Supply and AC Cord	$955.00	$2,293,910.00
2,402	Redundant 4GB Memory Device (VVSG 2.0 Requirement)	$115.00	$276,230.00
2,402	DS300 Soft-Sided Nylon Case	$145.00	$348,290.00
2,402	DS300 Privacy Screen	$25.00	$60,050.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	DS950 High-Speed Central Counting System:		
20	DS950 (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	$133,170.00	$2,663,400.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	DS450 Medium Speed Central Counting System:		
51	DS450 (Includes Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	$64,105.00	$3,269,355.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	Third Party Products:		
2	EMS 3rd Party Hardware for the Secretary of State and UConn Office	$5,501.00	$11,002.00
169	EMS 3rd Party Hardware for Municipalities	$3,674.00	$620,906.00
	Ballot on Demand:		
5	Compact Color Printer with Firmware	$1,245.00	$6,225.00
5	Ballot on Demand Laptop Computer	$1,650.00	$8,250.00
	Software Costs (Software Warranty Through December 31, 2025)		
1	Electionware Election Management Software - PYO Base Package	$250,000.00	$250,000.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	Labor Costs		
	Implementation Service Package		$1,004,470.00
X	Project Management		
X	Equipment and Software Training		
X	Regional General Public Demos		
X	Early Voting Support		
X	Regional Election Day Support		
X	Equipment Acceptance/Installation (Unboxing, Assembly, Testing, Repackaging and Set-Up at Town Locations)		
	Miscellaneous and Other		
X	Shipping and Handling (Includes Distribution to 169 Towns/Cities)		$320,000.00
X	**Currently Owned Equipment Allowance and Statewide Discount**		**($5,394,200.00)**
	TOTAL FIXED PRICE		**$20,221,948.00**

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2025 AUG 20 AM 11:52
TOWN AND CITY CLERK
BRISTOL, CT

Contract Number: 2024-01

Title: Contract for Voter Tabulation System And Election Management System Between

State of Connecticut

AND

Election Systems & Software, LLC

This Contract (as hereinafter defined) is made by and between, Election Systems & Software, LLC, a limited liability company existing under the laws of Delaware with a principal place of business at 11208 John Galt Boulevard, Omaha, NE (the "Contractor") and State of Connecticut with principal offices at State Capitol, Room 104, Hartford CT 06105 (the "State") in accordance with Title 4a Chapter 58 of the Connecticut General Statutes

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Acceptance

Determination made by the Office of the Secretary of the State ("Client Agency") upon successful User Acceptance Test conducted at each Municipality that the Deliverable has satisfied the Acceptance Criteria itemized in the Statement of Work ("Statement of Work"), performs to the Specifications, and fulfills the business and technical requirements of this Contract.

b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance shall consist of the Acceptance Testing Criteria set forth in Exhibit C.

c. Acceptance Date

The date the Client Agency accepts a Deliverable or System in accordance with this Contract.

d. Administrator

A designated Client Agency representative who is responsible for managing the Client Agency's and Municipalities access to Licensed Software.

e. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday. Unless specifically designated as "Business Day" all references to "day" shall mean calendar day.

f. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

g. Client Agency

The State of Connecticut, Office of the Secretary of the State with a principal place of business of 165 Capitol Avenue, Hartford, CT 06106, which is authorized and chooses to make purchases under and pursuant to the terms of this Contract.

h. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

i. Reserved

j. Confidential Information

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 and residential address, 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, any Contractor business information, trade secrets, financial information, proprietary information disclosed to Client Agency. Without limiting the foregoing, Confidential Information shall also include any information that Client Agency classifies as "confidential" or "restricted." Confidential Information does not include, however, information which the recipient thereof ("Recipient") can demonstrate (a) is or becomes generally available to the public other than as a result of a disclosure by any of Recipient's representatives, (b) was available to Recipient on a non-confidential basis prior to its disclosure by the party from a person who is not otherwise bound by a confidentiality agreement with the party or its representatives, or is not otherwise prohibited from transmitting the information to Recipient, (c) becomes available to Recipient on a non-confidential basis from a person other than the party who is not otherwise bound by a confidentiality agreement with the party or its representatives, or is not otherwise prohibited from transmitting the information to Recipient, or (d) is independently developed by Recipient prior to its disclosure hereunder. As used in this Contract, the term "person" shall be broadly interpreted to include, without limitation, any corporation, municipal organization, government organization, company, partnership or individual. As used in this Agreement, "Representatives" of any party means, collectively, its affiliates and the directors, officers, employees, agents, advisors and controlling persons of such party and its affiliates.

k. Confidential Information Breach

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 Client Agency; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

l. Contract

This CT Source Contract #2024-01 and all attachments and exhibits hereto and all purchase orders issued hereunder. In the event of a conflict between the terms and conditions of this CT Source Contract # 2024-01 and any attachment or exhibit hereto, or a purchase order issued hereunder, the conflict shall be resolved in the following order of precedence:

- Exhibits
- CT Source Contract #2024-01;
- Purchase Orders

m. Contractor IP

Contractor's materials and other intellectual property (1) in existence prior to this Contract, (2) created, developed, or acquired during the Term but not exclusively for the State or the Client Agency, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables. Contractor IP does not include data and information created or stored in connection with this Contract which data shall remain the property of the Client Agency and be made available to Client Agency upon request.

n. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

o. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

p. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the pricing schedule of the Deliverables Document or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

q. Deliverables Document

Exhibit A which sets forth and describes the Deliverables and unit pricing for each Deliverable that are to be provided or made available to the State under this Contract or in a Statement of Work (as hereinafter defined), as applicable, and the specific requirements and terms applicable to those Deliverables.

r. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

s. Reserved

t. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, hurricane, tornado, pandemics, shelter in place orders, lockdowns, transportation interruptions, epidemics, natural disasters, and acts of God.

u. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

v. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

w. Go-Live Date

The date of enterprise-wide installation of the System, upon and after which the System must Perform enterprise-wide in accordance with the Documentation, as the date may be extended from time to time in accordance with this Contract.

x. Hosting Environment

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Contract and the Contract Exhibits, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

y. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A, Deliverables Document.

z. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

aa. Reserved

bb. Reserved

cc. Licensed Software

Contractor's proprietary software and firmware products licensed by Contractor in connection with the Deliverables, for which the Client Agency, Municipalities or the State acquire a personal, non-exclusive, revocable, non-transferable license to access and use, but does not acquire the Licensor's title to such software products in accordance with the terms and conditions of the SMA attached hereto as Exhibit B.

dd. Licensor

The party who licenses all or any part of a Deliverable either to the State or the Municipalities, in the case of the Contractor, or to the Contractor, in the case of a third-party provider.

ee. Maintenance Services

The software and process support services described in this Contract, or a Statement of Work, as applicable.

ff. Reserved

gg. Material

A level of significance that would have affected any decision of a reasonable person in the Client Agency's position regarding whether to agree to a particular provision or would affect any decision of a reasonable person in the Client Agency's position whether to enter into this Contract.

hh. Municipal Agreement

An agreement between Client Agency and a Municipality regarding ownership and responsibility for Goods and Services, Improvement, Licensed Software and Maintenance Services and agreement to be bound by all terms and conditions of this Contract, including but not limited to all exhibits attached hereto, to the same and full extent as if the Municipalities had executed this Contract as of the Effective Date hereof.

ii. Municipalities

Any city, borough or town within the State of Connecticut.

jj. Perform

All acts and things of the parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

kk. Performance Criteria

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Contract and a Statement of Work, as applicable.

ll. Pilot Program

A limited installation of the Deliverables to select Municipalities scheduled prior to Full Performance designed to test Deliverables in a live environment over the course of a single

election or primary after which, if performance is satisfactory to Client Agency, the performance of the Statement of Work (as hereinafter defined) may proceed.

mm. Reserved

nn. Reserved

oo. Purchase Order

A written or electronic document that the Client Agency or a Municipality issues for one or more Deliverables in accordance with the terms of this Contract.

pp. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

qq. Replacement Deliverable

Any new Deliverable that replaces a previously accepted Deliverable.

rr. Reserved

ss. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

tt. Site

Location(s) specified by the Client Agency or Municipalities where Deliverables are to be installed, Services rendered, or materials furnished.

uu. Software Maintenance Agreement ("SMA")

Hardware Maintenance and Software License, Maintenance and Support Services Agreement set forth at Exhibit B and incorporated as if fully set forth herein, which sets forth and describes the maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Contract or in a Statement of Work as applicable. Parties agree to abide and perform in accordance with all standards, terms and conditions set forth in the SMA at Exhibit B.

vv. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes and Contractor's Solicitation Response. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of State of Connecticut Department of Administrative Services. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an

invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A, Deliverables Document.

ww. Solicitation Response

A submittal in response to a Solicitation.

xx. Reserved

yy. Specifications

Contractor's detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract, Solicitation Response and Statement of Work, as applicable.

zz. Reserved

aaa. State

The State of Connecticut, including the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

bbb. Statement of Work ("SOW")

Statement issued in connection with this Contract, including a project plan, attached hereto as Exhibit D which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

ccc. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Contract or SOW, as applicable.

ddd. Term

The original term of this Contract plus any extensions exercised under this Contract.

eee. Termination

An end to this Contract prior to the end of its Term.

fff. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable. Contractor shall not transfer and Client Agency and any Municipalities shall not acquire any title to Contractor's Licensed Software.

ggg. Total Fixed Price

Shall include the hardware costs, software costs, labor costs, and miscellaneous and other costs set forth on Exhibit A, Deliverables Document, in a total amount of $19,995,793.00.

hhh. Upgrade

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

iii. Update

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

jjj. User

A Client Agency or Municipality representative that may access the System. User access will be subject to role-based security implemented by the Client Agency's Administrator.

kkk. User Acceptance Test

Those procedures that permit Client Agency and Municipalities to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with each applicable stage of the SOW incorporated in this Contract.

lll. VVSG 2.0

The set of specifications and requirements developed by the United States Elections Assistance Commission ("EAC") against which voting systems can be tested to determine if they meet required standards as periodically set, updated and improved by the EAC.

mmm. Warranty Period

The period of time commencing upon the Acceptance Date for the System or Deliverable and ending on December 31, 2025 (the "Warranty Period").

2. Term of Contract; Contract Extension

This Contract will be in effect from the date that the Connecticut Attorney General's Office approves it, as evidenced by its signature below (the "Effective Date") through July 31, 2034. The parties, by mutual agreement, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Contract concerning Contract amendments.

In addition to the permitted extensions above, Client Agency at its sole discretion may extend this Contract on a month-to-month basis for a period not to exceed six months from the expiration date of this Contract without changes to the pricing or other terms.

3. Municipalities of Connecticut

Contractor shall accept and honor all purchase orders duly issued against this Contract from all Municipalities that enter into a certain Electronic Voting Equipment Agreement with the Client Agency concerning the Deliverables (referred to as the "Municipal Agreement"). After the issuance of the initial purchase order(s) for the Deliverables under this Contract, Contractor reserves the right to delay acceptance of subsequent purchase order(s) for good cause if sufficient inventory is not available. The Municipal Agreement shall provide, among other things, that if the Municipalities issue

any purchase orders for the Deliverables and related Services, the Municipalities shall be bound by all of the terms and conditions of this Contract, including but not limited to, the Software License set forth in Exhibit B, to the same and full extent as if the Municipalities had executed this Contract initially at the time of execution. Except as all Federal, State of Connecticut and municipal laws, ordinances, regulation, rules, policies and procedures concerning all manner of elections, as the term "election" is used in the United States Code and the Connecticut General Statutes, as applicable ("Election Laws") otherwise provide, the mutually corresponding and respective rights and obligations of the Municipalities and the Contractor under this Contract shall be deemed to be and treated the same as those that exist during the Contract term between the Client Agency and DAS on the one hand and the Contractor on the other. The Municipalities shall not have the right in the Municipal Agreement or otherwise, and the Contractor shall not agree, to modify substantively any of the terms and conditions of this Contract. The privity of contract between Municipalities and the Contractor (the "Municipal Privity") shall be independent from that between the Contractor and the Client Agency and DAS, such that the Municipal Privity shall in no way impose any rights or obligations on Client Agency, DAS or the State of Connecticut. The Contractor, Client Agency and DAS expressly intend for any and all rights and obligations attaching to Client Agency, DAS and the State of Connecticut to arise only out of the privity of contract existing exclusively between the Contractor and Client Agency and DAS.

This Contract may be terminated, be cancelled, or expire as to the Client Agency, DAS and the State of Connecticut without such termination, expiration or cancellation affecting Municipal Privity. Accordingly, notwithstanding any other term or condition, this Contract shall remain in full force and effect, in accordance with its terms, as to the Contractor and the Municipalities, in accordance with Municipal Privity and the terms of any Municipal purchase orders and corresponding documents and instruments, even if the Contract terminates, is cancelled or expires as to the Client Agency, DAS and the State of Connecticut.

4. Deliverables

Contractor shall sell, transfer, convey and license, as appropriate and under the terms of this Contract, to the Client Agency or Municipalities each Deliverable and Perform in accordance with this Contract and the Statement of Work, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

a. Any Purchase Order accepted by Contractor is subject to the terms of this Contract and shall remain in effect until Client Agency accepts full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Contract. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

b. Notwithstanding any other provision of this Contract, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of Client Agency. Client Agency shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.

c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Client Agency issues a change order in accordance with this Contract.

d. Contractor shall exercise commercially reasonable efforts to apply for VVSG 2.0 certification in accordance with the following table:

Application Date	System Components
Q1 2026	EVS 6.7.0.0 System – Precinct Scanner; ElectionWare Programming, Results Reporting and Media Burn VVSG 2.0 compliant
Q4 2026	EVS 7.0.0.0 System - Central Count Scanners; ElectionWare Paper Ballot Layout VVSG 2.0 compliant (includes all EVS 6.7.0.0 VVSG 2.0 compliant components).

Following submission of each application for VVSG 2.0 certification in accordance with the table above, Contractor shall remit to the Client Agency periodic status update reports every 6 months detailing current status of the Contractor's VVSG 2.0 certification applications and detailing all progress since the periodic status update report last provided to Client Agency.

Upon receipt of VVSG 2.0 approval of the System components by the EAC and approval by the State of Connecticut, the parties shall agree upon dates on which Contractor shall, at no cost or expense to Client Agency, complete any necessary maintenance or upgrades to applicable System components and hardware previously delivered to and accepted by the Client Agency or the Municipalities.

Payment milestones associated with Contractor's achievement of VVSG 2.0 certification are set forth in Exhibit A.

The pricing on Exhibit A is firm for 90 days after the Effective Date and are thereafter subject to annual increases in accordance with paragraph 5 below.

The Client Agency shall issue a Purchase Order when acquiring any Deliverable or Service available under this Contract and, if appropriate, a Statement of Work mutually acceptable to the purchasing Client Agency and the Contractor.

5. Pricing Schedule Updates During Contract Term

Contractor may update the pricing schedule within Exhibit A, only as of July 1st of any State of Connecticut fiscal year, provided: (1) the Contractor delivers to the Client Agency a written notice no later than ninety (90) days prior to July 1st that immediately precedes the impacted fiscal year; (2) the change to the Pricing Schedule is effected by means of an amendment to this Contract, with notice being provided in accordance with Section 67 of this Contract; (3) no Goods, Services, Software license or related service, rate is increased prior to December 31, 2025and (4) any such resultant price increase shall not exceed three percent (3%) in any State of Connecticut fiscal year. In no case shall any such increase exceed the Contractor's published prices then applicable to local governments and other states.

6. Payments and Credits

a. The Client Agency shall pay for Deliverables only upon Acceptance pursuant to this Contract, SOW, and receipt of a properly documented invoice from the Contractor. At the Client Agency's request, Contractor shall submit to the Client Agency such documentation as the Client Agency deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Client Agency approving the invoice for payment.

b. The Client Agency shall pay Contractor upon Acceptance within net thirty (30) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.

c. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State

Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: http://www.osc.ct.gov/vendor/directdeposit.html.

d. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.

7. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency or Municipality shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other Municipal or State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency or Municipalities may, in their sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency and Municipalities shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

8. Delivery to Municipalities

The Contractor shall deliver all Goods and Services to locations designated by Client Agency or Municipalities as noted in Purchase Orders from Client Agency or Municipalities. The Municipalities will complete the User Acceptance Testing at times designated in Exhibit D, the SOW. Within ten (10) business days after delivery, the Municipality shall conduct the User Acceptance Test of the delivered Goods in accordance with the Acceptance Testing Criteria set forth at Exhibit C. Should the Municipality fail to complete such testing within the ten (10) business day period such Goods shall be deemed accepted.

9. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

10. Waiver

a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.

b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

11. Notice of Related Agreement

Contractor shall notify Client Agency within fourteen (14) days of entering into any contract or agreement with Municipalities related to this Contract. Notice must be provided in accordance with Section 67 of this Contract.

12. Deliverable Evaluation, Acceptance and Ownership

a. Any Deliverable furnished by Contractor under the terms of this Contract will be subject to User Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Client Agency notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, was successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:

1. The Client Agency shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.

2. Contractor shall have five (5) Business Days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Client Agency shall review the corrected Deliverable and notify Contractor in writing of Acceptance or rejection in accordance with the foregoing provisions of this Section.

3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Client Agency to Contractor.

b. After Acceptance by the Client Agency of each of the Deliverables required under Exhibit A, Deliverables Document, or Exhibit D, SOW, as applicable, the Client Agency shall perform UAT on the System for Acceptance prior to implementing the System in the Client Agency's production environment. If UAT for the System is successfully completed, the Client Agency shall in writing notify the Contractor of the Client Agency's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.

c. If requested by Contractor, Client Agency shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Client Agency, so long as such certificate does not amend, alter or modify in any way the terms of this Contract.

d. The State shall own all Deliverables provided by Contractor under this Contract, subject to subparagraph e) below. Ownership of Deliverables will transfer to Municipalities following acceptance of Deliverables by the Municipalities and execution of Municipal Agreements, subject to subparagraph e) below.

e. The State shall have a nonexclusive, nontransferable, revocable license to access and use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the State's business needs and operations if Contractor IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Contract. Nothing in this provision shall be construed as transferring to the State any ownership interest or rights to Contractor IP.

f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);

2. Obtain for the Client Agency the right to continued use of the Deliverable; or

3. If neither 1 nor 2 above is commercially reasonable, Client Agency shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Client Agency the fees paid for the Deliverable.

g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Contract.

13. Data: Access and Ownership

a. Access to Contract and State Data

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

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, non-perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency and Municipalities or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.

3. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.

4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations

relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Municipalities, Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

14. Change Order Within Scope

The Client Agency may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of this Contract or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Contract, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Client Agency issues a change order in accordance with this Section.

15. Rejected Items; Abandonment

a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises, location designated by a Municipality or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State or Client Agency may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of a location designated by a Municipality, State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

3. they vest authority, without any further act required on their part or the State's part, in the Municipalities, Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

4. if the Municipalities or Client Agency incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Municipalities or Client Agency no later than thirty (30) days after the date of invoice; and

5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

16. Replacement Deliverables

The Client Agency may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Contract.

17. Maintenance, Upgrades and Support

a. Contractor represents and warrants that after Acceptance of the System by the Client Agency and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:

1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document; or SOW as applicable;

2. Improvements related to any and all Deliverables; and

3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Client Agency's computer operating environment.

b. Contractor may upgrade or modify its Goods or Licensed Software to meet requirements mandated by changes in federal or state law. Contractor shall provide new Goods or Software upgrades or maintenance patches to the Client Agency or Municipalities at no additional cost to the Client Agency or Municipalities so long as there is an existing Software License, maintenance and support agreement. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Client Agency and identified in Exhibit A, Deliverables Document. Contractor may upgrade or modify its Goods or Licensed Software to meet requirements mandated by changes in federal or state law. Contractor shall be responsible for the cost of any upgrade or modification to Goods or Licensed Software to meet requirements mandated by changes in federal law. The Contractor may in its discretion, charge the Client Agency or Municipalities for 1) the total cost of any third-party items that are required in order to operate the modifications and upgrades, 2) the total cost of any replacements, retrofits or modifications to the Deliverables that may be developed and

offered by Contractor in order for the Deliverables to remain compliant with state law and regulation and 3) the State of Connecticut's share of the costs of designing, developing and/or certification by applicable state authorities of such mandated updates. Any modifications or upgrades made to the Deliverables in response to changes in state law Contractor shall invoice the Client Agency or Municipalities in accordance with Exhibit A, Deliverables Document.

c. Provided the Client Agency or Municipality is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in the SOW in addition to the following:

   1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document; or the SOW as applicable;

   2. Improvements related to any and all Deliverables; and

   3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Client Agency's computer operating environment at no additional cost.

d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.

e. The Client Agency and Municipality shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Contract, subject to the Client Agency, Municipality and the applicable Site's access policies.

18. Reserved.

19. State Comptroller's Specifications

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

20. Reserved.

21. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors or Municipal employees present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

22. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of

Connecticut Department of Emergency Services and Public Protection, Client Agency or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

23. Other Warranties

Contractor warrants that:

a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Client Agency in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable.

b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A, Deliverables Document, or the SOW, as applicable; and

c. Contractor shall provide each Deliverable within the time frames established under this Contract.

d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

24. System Warranties

a. Contractor represents and warrants that the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless this Contract is Terminated earlier.

b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary and in accordance with the terms and conditions of the SMA to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

25. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;

4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.

5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

26. Reserved.

27. Reporting to Client Agency

The Contractor shall provide the Client Agency with reports related to usage, service requests, Purchase Orders for replacement parts and any other reasonable reports as the Client Agency may request from time to time, within fourteen (14) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

28. Breach

a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.

b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.

d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or

misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such 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 Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, Client Agency may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no further liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation. In any event, Client Agency will remain responsible for payment of any and all Deliverables provided by Contractor and accepted by Client Agency up through the effective date of such Termination or revocation subject to any setoff rights Client Agency may have as a result of costs or damages incident to Contractor's Breach.

g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

29. Termination

a. Notwithstanding any provisions in this Contract, Client Agency, through a duly authorized employee, may Terminate this Contract whenever Client Agency makes a written determination that such Termination is in the best interests of the State. Client 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 this Contract prior to such date.

b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.

c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from Client Agency, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Except for any work which Client 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 Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document, or the SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from the location designated by Municipalities or State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Client Agency (as directed in the notice) may request.

f. Upon Termination of this 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 this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by the Client Agency.

30. Continued Performance

The parties shall continue to Perform their respective obligations under this Contract while any dispute concerning this Contract is being resolved.

31. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

32. Cross-Default

a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then Client Agency may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with Client Agency. Accordingly, Client Agency may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of Client Agency, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with Client Agency or the State, then Client Agency may, in its

sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of Client Agency or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

33. Sovereign Immunity

The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

34. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;

c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

g. they have notified Client Agency in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;

h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;

i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

j. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

k. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

l. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;

m. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;

n. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

o. none owes unemployment compensation contributions;

p. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

q. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

r. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Client Agency, such information as the Client Agency may require to evidence, in their sole determination, compliance with this Section;

s. each either owns or has the authority to use all the Deliverables;

t. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;

u. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other

intellectual property right of a third party;

v. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and

w. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

35. 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 this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

36. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without Client Agency's prior written approval.

37. Contractor Changes

The Contractor shall notify Client Agency in writing no later than ten (10) days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

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

38. Contractor Responsibility

a. Contractor agrees to act as an independent Contractor in performing under this Contract and, except as otherwise set forth in this Contract, agrees to maintain complete control over its employees and sub-Contractors (such control over the subcontractors being limited to the context of this Contract).

b. The Contractor shall be responsible for the entire Performance under this Contract regardless of

whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.

c. The Contractor shall exercise all reasonable care to avoid damage to the State or Municipalities' property or to property being made ready for the State or Municipalities' use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

d. The Contractor shall proactively monitor for threats to the security of Deliverables and Software and shall notify Client Agency within thirty (30) days of becoming aware of defects or vulnerabilities to the Deliverables and Software which inhibit the ability of the Deliverables or Software to perform effectively pursuant to this Contract or Solicitation regardless of location of occurrence. Contractor shall fully and timely cooperate with State of Connecticut or federal law enforcement as requested by the Client Agency on any matters related to this Contract or Deliverables.

39. Continuity of Systems

a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Contract.

b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that Client Agency deems to be necessary or appropriate, to ensure continuity of the Client Agency information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Contract without approval of such subcontract by Client Agency, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to Client Agency and Municipalities or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Contract.

c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44 , in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Systems, facilities and equipment related to or arising out of this Contract, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Contract) no later than ten (10) days from the date that the work under this Contract is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the State and Municipalities as specified in the SOW, during business hours, in good working order and in appropriately protective packaging to ensure

delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Client Agency or Municipalities identify all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Client Agency, during the Client Agency's Business Hours, in good working order, and if the Client Agency's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which Client Agency identifies, all Public Records created or modified pursuant to this Contract, any SOW, subcontract or amendment and requested in writing by the Client Agency (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under this Contract or SOW is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver to the Client Agency during the Client Agency's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Client Agency, during the Client Agency's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

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

40. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Municipality or Client Agency's policies and procedures prior to entering the Municipality or Client Agency Site to Perform under this Contract.

41. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects, or ability to Perform fully under this Contract or alleging fraud, defective

equipment, software failure or requesting monetary relief in excess of $500,000.00 (collectively "Relevant Claims"), no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims. Contractor shall provide regular non-privileged updates on the status of litigation efforts resulting from such Relevant Claims on at least an annual basis.

42. Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, 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 the highest current industry standards and best practices, as they may be amended from time to time.

b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

   1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

   2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;

   3. A process for reviewing policies and security measures at least annually;

   4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

   5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of and confirm 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 which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and 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 Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. 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 the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

43. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

44. Disclosure of Records Concerning Governmental Functions

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.

45. Contractor's Obligation to Notify DAS and Client Agency Concerning Public Records

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

46. General Assembly Access to Records

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

47. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell,

market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

48. Application of FOIA to Public Records Provided to Contractor

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

49. Ownership Rights and Integrity of Public Records

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

50. Nondisclosure of Public Records

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

51. Audit and Inspection of Plants, Places of Business and Records

a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.

b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not

obligated to provide any prior notice.

d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this 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 set off the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

e. 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 (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

52. Indemnification

a. 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 this Contract for 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 this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance. Contractor shall not be liable for the Client Agency's grossly negligent or willful misconduct. Contractor's total liability to Client Agency arising out of or relating to this Contract shall not exceed one times the aggregate amount to be paid to Contractor hereunder except in the case of personal injury, property damage or intellectual property infringement breach of confidentiality, gross negligence, fraud, recklessness and willful misconduct in which cases the limitation to liability does not apply.

b. Contractor shall hold harmless authorized representatives from the University of Connecticut who are tasked with assisting Client Agency in its statutorily required audit activities.

c. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the gross negligence of the State or any third party acting under the direct control or supervision of the State.

d. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

e. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

f. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.

g. Neither party shall be liable for consequential, special, punitive, or incidental damages, or lost profits from any cause under this Contract.

h. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

53. Forum and Choice of Law

The parties deem this 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 this 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.

54. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of Client Agency. Client Agency may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by Client Agency for a breach is without prejudice to Client Agency's or the State's rights or possible Claims.

55. Reserved.

56. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it and the Deliverables are in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

57. Reserved.

58. 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 State'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.

59. 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, status as a victim of domestic violence, 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, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

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:

JP

60. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent 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 such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

61. Summary of State Ethics Laws

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

62. 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 represents 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.

63. Reserved.

64. Reserved.

65. Reserved.

66. Force Majeure

a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.

b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.

c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

67. Notice

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

If to SOTS:
Connecticut Office of the Secretary of the State
165 Capitol Avenue, Suite 1000
Hartford, CT 06106
Attention: Kristin Sullivan, Director of Elections
Gabe Rosenberg, Chief of Staff and General Counsel
w/copy to: kristin.sullivan@ct.gov
gabe.rosenberg@ct.gov

If to the Contractor:
Election Systems & Software, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Attention: Office of General Counsel
w/copy to: legal@essvote.com

b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

68. Change of Address

In the event Contractor or Client Agency moves or updates contact information, the moving party shall inform the other of such changes in writing within 14 days. No governmental entity will be held responsible for payments or purchase orders delayed due to Contractor's failure to provide such notice. Change of address or telephone updates must be forwarded to each other as provided in Section 67 Notice.

69. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

70. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

71. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

72. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this 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 this Contract shall be valid and enforced to the fullest extent possible by law.

73. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession prior to Acceptance by the Municipalities, except when such loss or damage is due directly to the Client Agency's or any Municipality's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State. Risk of loss for the Deliverables shall pass to Client Agency upon Acceptance by the Municipalities of the respective Deliverables.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to Client Agency.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be

primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of $2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees 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 Client Agency all in an electronic format acceptable to Client Agency prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to Client Agency. Contractor shall provide an annual electronic update of the 3 documents to Client Agency on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of $100,000 for each accident, $500,000 for disease, and $100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Information Security Privacy

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than $1,000,000 per occurrence or claim, $1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

f. **Professional Liability**

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of $5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

g. Owner's and Contractor's Protective Liability

74. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Client Agency or their designee of the selection of the subcontractor and of the provisions of the subcontract.

75. Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, 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 or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

76. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 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.

77. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State 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.

78. Call Center and Customer Service Work

Pursuant to Conn. Gen. Stat. §31-57aa(h), Contractor shall Perform all required State business-related call center and customer service work entirely within the state of Connecticut. If Contractor Performs work outside of the state of Connecticut and adds customer service employees who will Perform work pursuant to this Contract, then Contractor shall employ such new employees within the state of Connecticut prior to any such employee Performing any work pursuant to this Contract.

79. Transfer of Title

Upon payment by the Client Agency for each delivery of Goods pursuant to Exhibit D SOW, title to Goods delivered and accepted by the Municipalities shall pass to the Municipalities and the Warranty and maintenance and support for such Goods shall be coordinated by the Municipalities for the remainder of the term of this Contract. Contractor shall not transfer and Client Agency and any Municipalities shall not acquire any title to Contractor's Licensed Software.

80. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, 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.

81. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, 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 Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "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 Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)

Start Date	End Date	Cost

The basic terms of the consulting agreement are:

_____

_____

Description of services provided:

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

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

The parties are executing this Contract on the date below their respective signatures.

Election Systems & Software, LLC (CONTRACTOR)

BY: Jared Plath

Name: Jared Plath

Title: VP of Finance
Duly Authorized

Date: 07/19/2024

STATE OF CONNECTICUT
Secretary of the State

BY: _____

Name: Stephanie Thomas

Title: Secretary of the State
Duly Authorized

Date: 7/19/24

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: Jeffrey Zeman Digitally signed by Jeffrey Zeman Date: 2024.08.29 09:52:25 -04'00'

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date:

Exhibit A (Vendor Deliverables)

Quantity	Item Description	Unit Price	Extended Price
	Hardware Costs (Hardware Warranty Through December 31, 2025)		
	DS300 Poll Place Scanner and Tabulator:		
2,699	DS300 (Includes Internal Backup Battery, Paper Roll, Imprinter Ink Cartridge and One (1) Standard 4GB Memory Device)	$6,030.00	$16,274,970.00
2,699	DS300 Ballot Box with Power Supply and AC Cord	$955.00	$2,577,545.00
2,699	Redundant 4GB Memory Device (VVSG 2.0 Requirement)	$115.00	$310,385.00
2,699	DS300 Soft-Sided Nylon Case	$145.00	$391,355.00
2,699	DS300 Privacy Screen	$25.00	$67,475.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	DS950 High-Speed Central Counting System:		
13	DS950 (Includes Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	$133,170.00	$1,731,210.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	DS450 Medium Speed Central Counting System:		
38	DS450 (Includes Steel Table/Cart, Start-up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Imprinter Ink Cartridge and Two (2) Standard 8GB Memory Devices)	$64,105.00	$2,435,990.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	Third Party Products:		
2	EMS 3rd Party Hardware for the Secretary of State and UConn Office	$5,501.00	$11,002.00
169	EMS 3rd Party Hardware for Municipalities	$3,674.00	$620,906.00
	Ballot on Demand:		
5	Compact Color Printer with Firmware	$1,245.00	$6,225.00
5	Ballot on Demand Laptop Computer	$1,650.00	$8,250.00
	Software Costs (Software Warranty Through December 31, 2025)		
1	Electionware Election Management Software - PYO Base Package	$250,000.00	$250,000.00
X	**Cost to upgrade the Licensed Software to VVSG 2.0 Certification**		**Included**
	Labor Costs		
	Implementation Service Package		$1,008,380.00
X	Project Management		
X	Equipment and Software Training		
X	Regional General Public Demos		
X	Early Voting Support		
X	Regional Election Day Support		
X	Equipment Acceptance/Installation (Unboxing, Assembly, Testing, Repackaging and Set-Up at Town Locations)		
	Miscellaneous and Other		
X	Shipping and Handling (Includes Distribution to 169 Towns/Cities)		$320,000.00
X	**Currently Owned Equipment Allowance and Statewide Discount**		**($6,017,900.00)**
	TOTAL FIXED PRICE		**$19,995,793.00**

Invoicing and Payment Terms		
Initial Invoice - Upon Contract Execution:		$9,589,488.00
Retainage - Upon receipt of federal certification of EVS 6.7.0.0:		$971,450.00
Retainage - Upon receipt of federal certification of EVS 7.0.0.0:		$971,450.00
Remaining Amount To Invoice:		$8,463,405.00
Invoicing Plan - Remaining Amount:		
Delivery and acceptance of DS300's:	$2,104.00	$5,678,696.00
Delivery and acceptance of DS950's:	$54,279.00	$705,627.00
Delivery and acceptance of DS450's:	$26,660.00	$1,013,080.00
Delivery of EMS third party hardware to the Secretary of State and UConn Office:	$4,751.00	$9,502.00
Delivery of EMS third party hardware to Municipalities:	$1,547.00	$261,443.00
Delivery of Ballot on Demand laptops/printers:	$1,868.00	$9,340.00
Delivery and Acceptance of Electionware at SOS Office:	$218,892.00	$218,892.00
Services Invoiced as Incurred (Project Management, Training, Public Demos, Early Voting Support and Election Day Support):	$1,975.00	$566,825.00
		$8,463,405.00

Exhibit A (Vendor Deliverables)

Quantity	Item Description	Unit Price	Extended Price
	Annualized Cost (Commence Upon Expiration of the Warranty Period)		
	Annual Post-Warranty Hardware Maintenance and Support Fees:		
2,699	HMA DS300 - Extended Warranty with Annual Maintenance	$215.00	$580,285.00
13	HMA DS950 - Extended Warranty with Annual Maintenance	$4,615.00	$59,995.00
38	HMA DS450 - Extended Warranty with Annual Maintenance	$3,155.00	$119,890.00
	Annual Post-Warranty Firmware License and Maintenance and Support Fees:		
2,699	Firmware License - DS300	$100.00	$269,900.00
13	Firmware License - DS950	$1,885.00	$24,505.00
38	Firmware License - DS450	$1,795.00	$68,210.00
	Annual Post-Warranty Software Maintenance and Support Fees:		
1	Electionware Election Management Software - PYO Base Package	$62,500.00	$62,500.00
	Total Annualized Cost		**$1,185,285.00**

Note: Annualized Costs are subject to annual increases in accordance with paragraphs 4 and 5 of the CT Source Contract.

	Ongoing Services And Other Items	
	Programming Services (If provided by Election Systems & Software):	
	Precincts (Price per precinct in the election)	$20.00
	Ballot Face Configurations (Price per ballot style)	$20.00
	Contest / Issue Entries (Price per contest, referendum, question, and/or proposition in the election)	$22.00
	Candidate / Response Entries (Price per candidate and/or response, including referendum and write-in for each contest/issue)	$10.00
	Media Burn (Price per memory device)	$20.00
	Note: Programming services are subject to a $700.00 minimum fee per town, per election. Other optional programming services are available for an additional fee.	
1	Additional Service Days	$1,975.00 Per Day
1	DS300 Tote Bin	$395.00

Note: Ongoing Services and Other Items are subject to annual increases in accordance with paragraphs 4 and 5 of the CT Source Contract. Prices do not include shipping & handling (as applicable).

Footnotes:

1. ES&S will coordinate the pickup, transportation and recycling of the trade-in equipment on a date to be mutually agreed upon by the parties.

Exhibit B

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and State of Connecticut ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance, and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period in accordance with paragraphs 4 and 5 of the CT Source Contract. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S

Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), , or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in State of Connecticut ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees**. In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The Software License shall be in effect for the coverage period as described in Attachment 1 (the "License Term). Upon expiration of the License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or

workmanship. The specific Software Maintenance and Support Services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support Services.

ARTICLE V
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or

fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or Services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

Signature

Jared Plath
Name (Printed or Typed)

VP of Finance
Title

07/19/2024
Date

Fax No.:

Signature

Stephanie Thomas
Name (Printed or Typed)

Secretary of the State
Title

7/19/2024
Date

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	
ES&S Software License, Maintenance and Support Fees	Attachment 1	
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	
Total Maintenance Fees for the Term:		
Terms & Conditions:		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: **Invoicing and Payment Terms are as Follows:** $ due on or before ***** for the Coverage Period of ***** through *****.		

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: _____

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
Total Maintenance Fees for the Coverage Period through				
Total Hardware Maintenance Fees for the Term				

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location:

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
        - Service performed by an ES&S trained and certified technician.
        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
        - Replacement of worn or defective with new or remanufactured federally and state certified parts.
        - Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

- Customer receives coverage for interim repair calls.
  - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES SOFTWARE

License and Maintenance Term: _____

Listed below is the Software and Fees for which Software License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Software License, Maintenance and Support Fee in Total
Total License, Maintenance and Support Fees for the Coverage Period through			
Total Software License, Maintenance and Support Fees for the Term			

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

License and Maintenance Term: _____

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
Total License, Maintenance and Support Fees for the Coverage Period through				
Total Firmware License, Maintenance and Support Fees for the Term				

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.

    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.

    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.

    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Exhibit C

ACCEPTANCE TESTING CHECKLISTS

Municipalities Acceptance Testing

DS300 Acceptance Test

1. ☐ Confirm receipt of written verification from ES&S that installation is complete in compliance with its applicable installation procedures and checklists.

2. ☐ Verify DS300 is plugged into AC power.
3. ☐ Unlock and raise the top lid of the DS300 ballot box, raise the DS300 touch screen. Unit will power on automatically.
4. ☐ Insert EQC Media and Qualify DS300 for the election. Once prompted remove EQC Media.
5. ☐ Insert Election Media and enter election code.
6. ☐ Check Date, Time, and Time Zone.
7. ☐ Confirm Firmware version.
8. ☐ Check that both the imprinter cartridge and the red-dot stamper are present in the unit.
9. ☐ Check / Set machine ID.
10. ☐ Press the Open Poll button and then press Go to Voting Mode.
11. ☐ The Ballot Status Accounting Report and Zero Report prints automatically.
12. ☐ Process predetermined test deck through tabulator.
    During the ballot feeding process verify the following conditions
    a. ☐ Use every ballot orientation during the process
    b. ☐ Unplug DS300 to verify switchover to battery is successful
    c. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
13. ☐ Upon completion of tests, press the POLLS CLOSED button inside the access door.
14. ☐ The unit will automatically print a Results Report. Verify the results with the known results from the pre-marked deck.
15. ☐ Clear the Test Results.
16. ☐ Power off and unplug the DS300.
17. ☐ Remove USB Media.
18. ☐ Lock the DS300.
19. ☐ Remove Test Deck from Ballot Bin.
20. ☐ Attach Configuration, Zero, and Results Report to Acceptance document.

S/N: Tested _____

Pass: ____

Fail: ____Reason: _____

Tester Initials _____

Municipalities Acceptance Testing

DS450 and DS950 Acceptance Test

1. ☐ Confirm receipt of written verification from ES&S that installation is complete in compliance with its applicable installation procedures and checklists.
2. ☐ Verify Scanner is plugged into UPS power and the UPS is turned on.
3. ☐ Verify Printer is connected to the Scanner via USB, connected to the UPS and is turned on.
4. ☐ Verify Printer has paper loaded.
5. ☐ Power on Scanner.
6. ☐ Insert EQC Media and Qualify Scanner for the Election. Once prompted remove EQC Media.
7. ☐ Insert Election Media and Load Election on Scanner. Once prompted remove Election Media.
8. ☐ Check Date, Time, and Time Zone.
9. ☐ Confirm Firmware version.
10. ☐ Check output trays are set to the correct ballot length.
11. ☐ Check the imprinter cartridge is present.
12. ☐ Enable scan screen sort options toggle.
13. ☐ Print zero report.
14. ☐ Process predetermined test deck through Scanner.
    During the ballot feeding process verify the following conditions
    a. ☐ Use every ballot orientation during the process.
    b. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
    c. ☐ Verify overvotes / blank ballots are sorted to the proper bin.
15. ☐ Toggle scan screen sort option to off to allow the overvotes and blanks to be tabulated.
16. ☐ Reprocess the sorted (overvotes / blanks) through the Scanner.
17. ☐ Save the batch and exit the scan screen.
18. ☐ Print a Results Report. Verify the results with the known results from the pre-marked deck.
19. ☐ Clear the Test Results.
20. ☐ Power off Scanner.
21. ☐ Remove Test Deck from Output Tray.
22. ☐ Attach Zero and Results Report to Acceptance document.

S/N: Tested _____

Pass: ____

Fail: ____Reason: _____

Tester Initials _____

UConn Voter Lab Certification Testing

- *The following testing checklist is to be completed prior to Post Pilot Deployment (as defined in Exhibit D of CT Source Contract #2024-01) of equipment to municipalities. Testing shall occur once at an agreed upon single central location. Testing shall be conducted solely for the purpose of testing a limited number of units allocated for delivery to UCONN and/or designated as "Reserve" units on Exhibit D. Completion of this testing is not applicable to any Purchase Orders issued after Post Pilot Deployment and is not a condition precedent to acceptance of any equipment or payments on such Post Pilot Deployment Purchase Orders.*

Preparation for testing (DS300/450/950):

1. Test Deck Specifications
    a. ☐ Election 1: Closed Partisan Primary Election
        i. Include two precincts with different ballot styles
    b. ☐ Election 2: General Election
        i. Include a N-of-M contest
        ii. Include a Yes/No Question
    c. ☐ Election 3: Municipal Election
        i. Include a RCV contest
    d. ☐ Election 4: General Election
        i. We will fill this out with a variety of marginal marks
        ii. We will verify marginal mark treatment using this test deck
    e. ☐ (If conducting certification testing in November 2024 and/or September 2025) Election 5: General Election
        i. Include a contest with a candidate that is cross-endorsed by at least three parties

2. Election Definition
    a. Prepare and Load the Election Definition into the USB Flash drive.
        i. Burn Media
            1. ☐ Early Voting
            2. ☐ By mail
            3. ☐ Election Day

3. Ballot Printing
    a. ☐ Print Ballots
    b. ☐ Have at least one ballot style that is two-sided
    c. ☐ Have at least two different ballot sizes

4. Marking the Test Deck
    d. ☐ Hand-marked
    e. ☐ Same pens
    f. ☐ Fold ballots

DS300 Testing:

1. ☐ Verify DS300 is plugged into AC power.
2. ☐ Unlock and raise the top lid of the DS300 ballot box, raise the DS300 touch screen. Unit will power on automatically.
3. ☐ Insert EQC Media and Qualify DS300 for the election. Once prompted remove EQC Media.
4. ☐ Insert Election Media and enter election code.
5. ☐ Check Date, Time, and Time Zone.
6. ☐ Confirm Firmware version.
7. ☐ Check that both the imprinter cartridge and the red-dot stamper are present in the unit.
8. ☐ Check / Set machine ID.
9. ☐ Press the Open Poll button and then press Go to Voting Mode.
10. ☐ The Ballot Status Accounting Report and Zero Report prints automatically.
11. ☐ Process predetermined test deck through tabulator.
12. During the ballot feeding process verify the following conditions
    a. ☐ Use every ballot orientation during the process
    b. ☐ Unplug DS300 to verify switchover to battery is successful. Plug the DS300 back into power.
    c. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
    d. ☐ Verify voting counts
    e. ☐ Verify blank ballots
    f. ☐ Verify folded ballots
    g. ☐ Verify two sided Ballots
    h. ☐ Verify overvotes
    i. ☐ Verify undervotes
    j. ☐ Verify write-in contest
    k. ☐ Verify correct handling of marginal marks
13. ☐ Upon completion of tests, press the POLLS CLOSED button inside the access door. Confirm closing the polls on the touch screen.
14. ☐ The unit will automatically print a Results Report. Verify the results with the known results from the pre-marked deck.
    a. ☐ Verify Voting location
    b. ☐ Verify Voting district(s)
    c. ☐ Verify that election specific data and ballots include every contest, candidate, and precinct.
15. ☐ Upload Test Results to EMS.
16. Compare the results reported in the EMS with the results reported by:
    a. ☐ Printed tape
    b. ☐ CVR
    c. ☐ Backup USB stick
    d. ☐ Ballot images
17. Review the tabulator system log for the following events:
    a. ☐ Timestamps for every log entry

b. ☐ Election programming/initialization
c. ☐ Authentication-related events
d. ☐ Opening/closing polls
e. ☐ Successful and unsuccessful ballot casting
f. ☐ Overvote rejection and override
g. ☐ Jams (if applicable)
h. ☐ Power on/off
i. ☐ Report printing

18. ☐ Verify Exiting or suspending election mode
    a. ☐ System should prevent re-entering election mode
    b. ☐ No voting when voting is stopped
    c. ☐ Report on voting stop process
19. ☐ Clear the Test Results.
20. ☐ Power off and unplug the DS300.
21. ☐ Remove USB Media.
22. ☐ Lock the DS300.
23. ☐ Remove the test deck from the ballot bin.

DS450/950 Testing:

1. ☐ Verify Scanner is plugged into UPS power and the UPS is turned on.
2. ☐ Verify the imprinter cartridge is present.
3. ☐ Verify Printer is connected to the Scanner via USB, connected to the UPS and is turned on.
4. ☐ Verify Printer has paper loaded.
5. ☐ Power on Scanner.
6. ☐ Insert EQC Media and Qualify Scanner for the Election. Once prompted remove EQC Media.
7. ☐ Insert Election Media and Load Election on Scanner. Once prompted remove Election Media.
8. ☐ Check Date, Time, and Time Zone.
9. ☐ Confirm Firmware version.
10. ☐ Check output trays are set to the correct ballot length.
11. ☐ Enable scan screen sort options toggle.
12. ☐ Print zero report.
13. ☐ Process predetermined test deck through the scanner. During the ballot feeding process verify the following conditions:
    a. ☐ Use every ballot orientation during the process.
    b. ☐ Check the imprinted number, which is combination of the serial numbers, machine ID numbers, and town to which each machine is assigned.
    c. ☐ Verify overvotes / blank ballots are sorted to the proper bin.

d. ☐ Verify voting counts
e. ☐ Verify blank ballots
f. ☐ Verify folded ballots
g. ☐ Verify two sided Ballots
h. ☐ Verify overvotes
i. ☐ Verify undervotes
j. ☐ Verify write-in contest
k. ☐ Verify Write-in reconciliation
l. ☐ Verify Correct handling of marginal marks

14. ☐ Toggle scan screen sort option to off to allow the overvotes and blanks to be tabulated.
15. ☐ Reprocess the sorted (overvotes / blanks) through the Scanner.
16. ☐ Save the batch and exit the scan screen.
17. ☐ Print a Results Report.
18. ☐ Verify the results with the known results from the pre-marked deck.
19. ☐ Verify the results with the known results from the pre-marked deck.
    a. ☐ Verify Voting location
    b. ☐ Verify Voting district(s)
    c. ☐ Verify that election specific data and ballots include every contest, candidate, and precinct.
20. ☐ Upload Test Results to EMS.
21. Compare the results reported in the EMS with the results reported by:
    a. ☐ Printed Report
    b. ☐ CVR
    c. ☐ Ballot images
22. Review the tabulator system log for the following events:
    a. ☐ Timestamps for every log entry
    b. ☐ Election programming/initialization
    c. ☐ Authentication-related events
    d. ☐ Opening/closing polls (or equivalent event)
    e. ☐ Successful and unsuccessful ballot casting
    f. ☐ Overvote rejection and override
    g. ☐ Jams (if applicable)
    h. ☐ Power on/off
    i. ☐ Report printing
23. ☐ Clear the Test Results.
24. ☐ Power off Scanner.
25. ☐ Remove Test Deck from Output Tray.

Exhibit D

Statement of Work

Copyright

Copyright © Election Systems & Software. All rights reserved. No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without prior written permission. All copyright, confidential information, patents, design rights and all other intellectual property rights of whatsoever nature contained herein are and shall remain the sole and exclusive property of CONTRACTOR. The information furnished herein is believed to be accurate and reliable. However, no responsibility is assumed by CONTRACTOR for its use, or for any infringements of patents or other rights of third parties resulting from its use. CONTRACTOR' name and logo are trademarks.

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Disclaimer

The information contained in this document is proprietary and the exclusive property of Contractor, unless otherwise indicated. No part of this document, either in whole or in party, may be reproduced, transmitted, or used without explicit prior authorization from CONTRACTOR.

Scope of Work

The Project scope is to supply the Goods as set forth in Exhibit A to successfully transition the State from their existing vote tabulation and election management system to Contractor's voter tabulation system ("Hardware") and election management system ("EMS"), collectively the "System".

The Contractor Project Team will collaborate with the State to complete all steps for the implementation of the System including the delivery, installation, training and support of the System.

The Project deliverables consist of:

1. Project Management Services

2. Delivery and Installation of the Hardware:
   a. DS300
   b. DS450
   c. DS950
   d. Ballot on Demand

3. Configuration, Delivery, and Installation of EMS

4. Training and Documentation
   a. Hardware Training
   b. Ballot on Demand Training
   c. EMS Training

5. Election Support Services
   a. Election Coding Services – August 2024 and November 2024
   b. Early Vote Support – August 2024, November 2024, September 2025
   c. Regional Election Day Support – August 2024, November 2024, September 2025

DELIVERABLE 1
PROJECT MANAGEMENT SERVICES

Project Management Services will include the following work products:

a. SOW and Project Plan

b. Resource Allocation and Organizational Chart

c. Communications Plan

d. Issue and Risk Management Plan

e. Change Control Plan

f. Key Assumptions

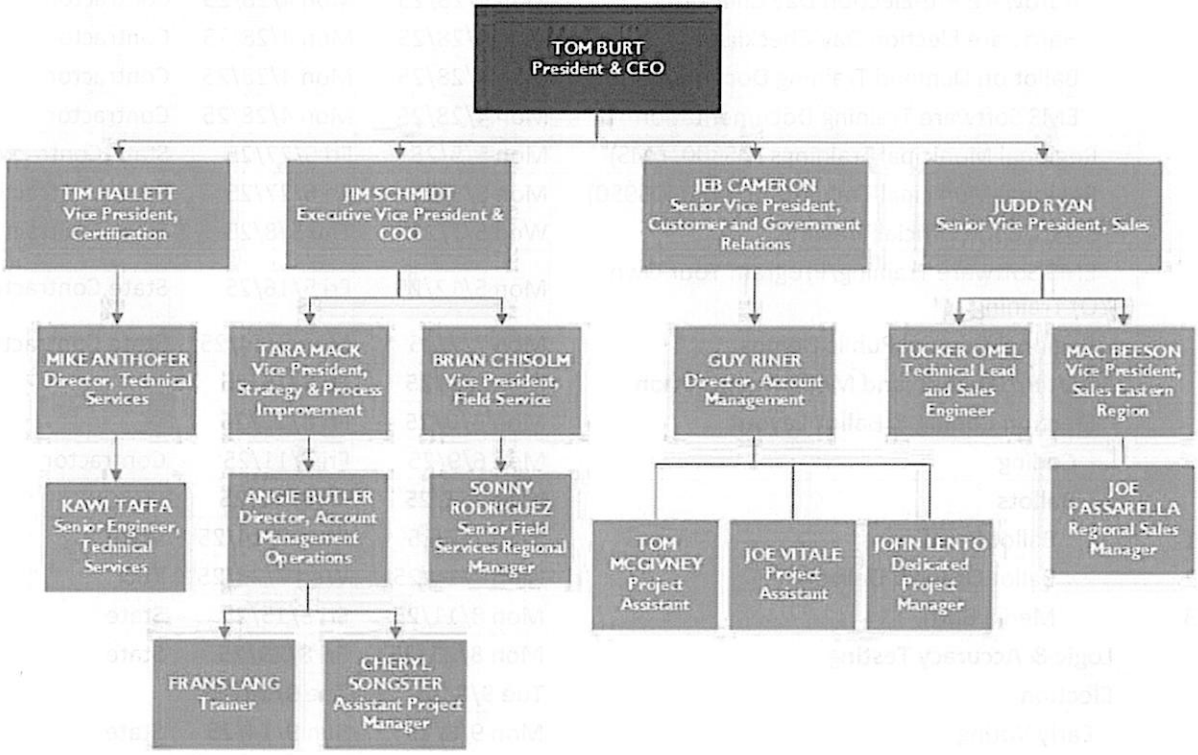
a. SOW and Project Plan

WBS	Task Name	Start	Finish	Owner
1	**State of Connecticut Implementation Plan**			
2	**Project Initiation & Management/Go Live Phase**			
3	**Pilot Program**			
3.1	**Pilot Round 1 (August)**	**Mon 7/8/24**	**Tue 8/20/24**	
3.1.1	Identify Pilot Municipalities	Mon 7/8/24	Mon 7/8/24	State
3.1.2	Order Hardware/Software and Services	Mon 7/8/24	Mon 7/8/24	Contractor
3.1.3	Shipment & Delivery of Equipment	Tue 7/9/24	Thu 7/11/24	Contractor
3.1.4	Installation of Equipment	Fri 7/12/24	Thu 7/18/24	Contractor
3.1.5	Acceptance Testing	Thu 7/18/24	Fri 7/19/24	State
3.1.6	**Training -Locations TBD**	**Mon 7/22/24**	**Mon 7/22/24**	
3.1.6.1	Training (2-3 Municipalities - TBD)	Mon 7/22/24	Mon 7/22/24	State,Contractor
3.1.6.2	Training (2-3 Municipalities - TBD)	Mon 7/22/24	Mon 7/22/24	State,Contractor
3.1.7	**Ballot Production and Media Preparation**	**Mon 7/8/24**	**Tue 7/23/24**	
3.1.7.1	**Election Coding & Ballot Layout**	**Mon 7/8/24**	**Tue 7/23/24**	
3.1.7.1.1	Coding	Mon 7/8/24	Tue 7/9/24	Contractor
3.1.7.1.2	**Ballots**	**Wed 7/10/24**	**Tue 7/23/24**	
3.1.7.1.2.1	Ballot Proofing	Wed 7/10/24	Thu 7/11/24	State
3.1.7.1.2.2	Ballot Order & Delivery	Fri 7/12/24	Tue 7/23/24	TBD
3.1.7.1.3	Media Burn	Tue 7/23/24	Tue 7/23/24	State
3.1.8	**Logic & Accuracy Testing**	**Mon 7/29/24**	**Tue 7/30/24**	**State**
3.1.9	**Election**	**Mon 8/5/24**	**Tue 8/13/24**	
3.1.9.1	Early Voting	Mon 8/5/24	Sun 8/11/24	State
3.1.9.2	Election Equipment Delivery to Polling Locations	Fri 8/9/24	Sat 8/10/24	State
3.1.9.3	Absentee and Early Voting Central Count	Tue 8/13/24	Tue 8/13/24	State,Contractor
3.1.9.4	Election Day	Tue 8/13/24	Tue 8/13/24	State,Contractor
3.1.10	**Lessons Learned**	**Tue 8/20/24**	**Tue 8/20/24**	State,Contractor
3.2	**Pilot Round 2 (November)**	**Mon 8/19/24**	**Tue 11/19/24**	
3.2.1	Identify Pilot Municipalities	Tue 8/20/24	Tue 8/20/24	State
3.2.2	Order Hardware/Software and Services	Tue 8/20/24	Tue 8/20/24	Contractor
3.2.3	Shipment & Delivery of Equipment	Mon 8/26/24	Fri 8/30/24	Contractor
3.2.4	Installation of Equipment	Mon 9/9/24	Fri 9/13/24	Contractor
3.2.5	Acceptance Testing	Mon 9/16/24	Thu 9/19/24	State
3.2.6	**Training - Locations TBD**	**Tue 10/8/24**	**Tue 10/8/24**	
3.2.6.1	Training (2-3 Municipalities - TBD)	Tue 10/8/24	Tue 10/8/24	State,Contractor
3.2.6.2	Training (2-3 Municipalities - TBD)	Tue 10/8/24	Tue 10/8/24	State,Contractor
3.2.7	**Ballot Production and Media Preparation**	**Mon 8/19/24**	**Thu 9/19/24**	
3.2.7.1	**Election Coding & Ballot Layout**	**Mon 8/19/24**	**Thu 9/19/24**	
3.2.7.1.1	Coding	Mon 8/19/24	Thu 8/29/24	Contractor
3.2.7.1.2	**Ballots**	**Fri 8/30/24**	**Wed 9/18/24**	

3.2.7.1.2.1	Ballot Proofing	Fri 8/30/24	Thu 9/5/24	State
3.2.7.1.2.2	Ballot Order& Delivery	Fri 9/6/24	Wed 9/18/24	TBD
3.2.7.1.3	Media Burn	Thu 9/19/24	Thu 9/19/24	State
3.2.8	**Logic & Accuracy Testing**	**Mon 10/14/24**	**Tue 10/15/24**	**State**
3.2.9	**Election**	**Mon 10/21/24**	**Tue 11/5/24**	
3.2.9.1	Early Voting	Mon 10/21/24	Sun 11/3/24	State
3.2.9.2	Election Equipment Delivery to Polling Locations	Fri 11/1/24	Sat 11/2/24	State
3.2.9.3	Absentee and Early Voting Central Count	Tue 11/5/24	Tue 11/5/24	State,Contractor
3.2.9.4	Election Day	Tue 11/5/24	Tue 11/5/24	State,Contractor
3.2.10	**Lessons Learned**	**Tue 11/19/24**	**Tue 11/19/24**	State,Contractor
4	**Post Pilot**	**Tue 11/19/24**	**Wed 11/12/25**	
4.1	**Kickoff/Initial Project Planning Meeting**	**Tue 11/19/24**	**Wed 11/20/24**	
4.1.1	Introduce Project Team	Tue 11/19/24	Tue 11/19/24	State,Contractor
4.1.2	Finalize Implementation Schedule	**Tue 11/19/24**	Wed 11/20/24	State,Contractor
4.2	**Identify Warehouse Space for Equipment Staging**	**Mon 11/18/24**	**Fri 1/10/25**	Contractor
4.3	**Order Hardware/Software and Services**	**Mon 1/6/25**	**Tue 1/14/25**	
4.3.1	Prioritize Shipping Locations	Mon 1/6/25	Thu 1/9/25	Contractor
4.3.2	Order Hardware/Software and Services	Fri 1/10/25	Tue 1/14/25	Contractor
4.4	**Product Documentation Delivery**	Mon 1/20/25	**Mon 1/20/25**	
4.4.1	Hardware User Operations Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.4.2	Hardware Maintenance Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.4.3	Ballot on Demand Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.4.4	EMS Software User Operations Manuals	Mon 1/20/25	Mon 1/20/25	Contractor
4.5	**Delivery & Installation of Equipment**	**Mon 1/20/25**	**Mon 6/23/25**	
4.5.1	**Ship Equipment to CT Warehouse**	**Mon 1/20/25**	**Fri 5/16/25**	
4.5.1.1	Assign Equipment By Location	**Mon 1/20/25**	Wed 1/22/25	Contractor
4.5.1.2	Install Tabulation Equipment at CT Warehouse	Thu 1/23/25	Fri 5/16/25	Contractor
4.5.1.3	Perform Acceptance Testing	Thu 1/23/25	Fri 5/16/25	State
4.5.1.4	Ship Hardware to Customer Site	Thu 1/23/25	Fri 5/16/25	Contractor
4.5.1.5	Final User Acceptance Testing	Thu 1/23/25	Fri 5/16/25	State
4.5.1.6	Sign-off on Delivery	Thu 1/23/25	Fri 5/16/25	State
4.5.2	**Election Management System (EMS) Hardware**	**Tue 4/1/25**	**Mon 6/23/25**	
4.5.2.1	Stage & Prepare EMS Workstations	Tue 4/1/25	Mon 6/23/25	Contractor
4.5.2.2	Ship Workstation to Municipalities	Tue 4/1/25	Mon 6/23/25	Contractor
4.5.2.3	Sign-off on Delivery	Tue 4/1/25	Mon 6/23/25	State
4.5.3	**Ballot on Demand Hardware**	Tue 4/1/25	**Mon 4/14/25**	
4.5.3.1	Ship Ballot on Demand Hardware	Tue 4/1/25	Mon 4/7/25	Contractor
4.5.3.2	Install Ballot on Demand Hardware	Tue 4/8/25	Thu 4/10/25	Contractor
4.5.3.3	Sign-off on Delivery & Acceptance Testing	Fri 4/11/25	Mon 4/14/25	State
4.6	**Training**	**Mon 4/7/25**	**Fri 7/25/25**	
4.6.1	Confirm Regional Training Locations	Mon 4/7/25	Tue 4/8/25	State

4.6.2	**Training Documentation**	**Mon 4/28/25**	**Mon 4/28/25**	
4.6.2.1	Hardware Pre-Election Day Checklists	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.2.2	Hardware Election Day Checklists	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.2.3	Ballot on Demand Training Documentation	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.2.4	EMS Software Training Documentation	Mon 4/28/25	Mon 4/28/25	Contractor
4.6.3	Regional Municipal Trainings (DS300, EMS)	Mon 5/5/25	Fri 6/27/25	State,Contractor
4.6.4	Regional Municipal Trainings (DS450, DS950)	Mon 5/5/25	Fri 6/27/25	State,Contractor
4.6.5	SOS/UConn Official Training	Wed 5/7/25	Thu 5/8/25	State,Contractor
4.6.6	EMS Software Training/Program Your Own (PYO) Training	Mon 5/12/25	Fri 5/16/25	State,Contractor
4.6.7	Regional General Public Demos	Mon 7/7/25	Mon 7/14/25	State,Contractor
4.7	**Ballot Production and Media Preparation**	**Mon 6/9/25**	**Fri 8/15/25**	
4.7.1	**Election Coding & Ballot Layout**	**Mon 6/9/25**	**Fri 8/15/25**	
4.7.1.1	Coding	Mon 6/9/25	Fri 7/11/25	Contractor
4.7.1.2	**Ballots**	**Mon 7/7/25**	**Fri 8/15/25**	
4.7.1.2.1	Ballot Proofing	Mon 7/7/25	Mon 7/14/25	State
4.7.1.2.2	Ballot Order & Delivery	Mon 7/14/25	Wed 7/23/25	TBD
4.7.1.2.3	Media Burn	Mon 8/11/25	Fri 8/15/25	State
4.8	**Logic & Accuracy Testing**	**Mon 8/25/25**	**Fri 8/29/25**	State
4.9	**Election**	**Tue 9/8/25**	**Tue 9/16/25**	
4.9.1	Early Voting	Mon 9/8/25	Sun 9/14/25	State
4.9.2	Election Equipment Delivery to Polling Locations	Mon 9/8/25	Fri 9/12/25	State
4.9.3	Absentee and Early Voting Central Count	Tue 9/16/25	Tue 9/16/25	State,Contractor
4.9.4	Election Day	Tue 9/16/25	Tue 9/16/25	State,Contractor
5	**Post-Election Closeout/Post Go Live Phase**	**Tue 9/23/25**	**Tue 9/23/25**	
5.1	Lessons Learned	Tue 9/23/25	Tue 9/23/25	State,Contractor

b. Resource Allocation and Organizational Chart



Project Sponsors

A Sr. Vice President and Director of Account Management will oversee the Project and serve as Project Sponsors and escalation points to the State and the Contractor Project team.

- **Jeb Cameron,** Sr. Vice President, Customer and Government Relations
- **Guy Riner**, Director of Account Management

Contractor Project Management Team

The Contractor Project Manager shall be responsible for the overall planning, communication, management, and coordination of services. The Project Manager shall be the liaison between the State and Contractor as it pertains to the delivery of all Goods as set forth in Exhibit A.

- **John Lento,** Dedicated Project Manager
- **Cheryl Songster,** Assistant Project Manager
- **Joe Passarella,** Regional Sales Manager
- **Joe Vitale**, Project Assistant
- **Tom McGivney**, Project Assistant
- **Tucker Omel,** Technical Lead and Sales Engineer
- **Frans Lang,** Trainer
- **Sonny Rodriguez,** Regional Manager, Field Services

Contractor Technical Services Team

Responsible for the configuration and delivery of the EMS and third party hardware.

- **Michael Anthofer,** Director, Technical Services
- **Kawi Taffa,** Senior Engineer, Technical Services

Contractor Technical Support Team

CONTRACTOR' Project Manager is the **State of Connecticut**'s first point of contact for all equipment and software technical issues.

Our Technical Support Team staffed with experienced hardware and software support technicians and engineers stands behind the Project Manager and positioned to resolve all technical issues. This team utilizes a 3-tiered escalation process to assure all technical issues are addressed by the appropriate subject matter experts in a timely manner. The Technical Support Team has direct access to Tier 3 product engineers, system administrators, and software developers and is available 24x7 during critical election periods.

Tier 2 Level of Support

CONTRACTOR Telephone: 1-877-377-8683 (1-877-ESS-VOTE)

Hardware Support - Option 4 and then Option 1

Software Support - Option 4 and then Option 2

Email: software@essvote.com for Software Support; hardware@essvote.com for Hardware Support

When a State staff member calls or emails the Contractor Help Desk during hours of operation, an Contractor hardware/software technician will acknowledge the issue and respond to the appropriate State staff member to start the resolution process.

Hours of Operation:

Monday – Friday, 7:00 a.m. to 7:00 p.m. CST

After hours: On-call technician will be notified to return call as soon as possible.

Hours of operation during scheduled elections: For a 24-hour period beginning at 4:00am CST on Election Day.

Contractor maintains information regarding all statewide election dates. In the event of a special election, or other significant date, the State Staff can notify Contractor of these dates and the Technical Support Team Tier 2 support will be staffed to support the State accordingly.

Tier 3 Level of Support

Issues that are unable to be resolved within Tier 2 Support are elevated internally to Tier 3 status.

As needed, the Tier 2 technicians will work with Tier 3 Contractor resources to diagnose an issue and develop the appropriate course of action / remedy.

Contractor Field Service Technicians

Contractor will leverage its existing regional field service support network to provide support and assistance throughout the duration of the Project to provide on-site technical repairs and other troubleshooting support, as needed.

c. Communications Plan

The Contractor Project Manager is responsible for management of project resources, provide Project guidance and monitor and report on overall progress. As the primary communicator for the Project, the Project Manager will distribute information according to this Communication Management Plan.

Reporting shall include, but not be limited to, weekly status calls, status of identified issues and risks, and an updated Project schedule reflecting actual milestone progress as compared to agreed-upon time periods. Reporting methods shall be followed as mutually agreed upon by Contractor and the State.

d. Issue and Risk Management Plan

Contractor Project team members are expected to identify project-related risks and timely report them to the Contractor Project Manager. Risk management encompasses early identification of issues coupled with risk assessment, analysis and mitigation. The iterative process begins at Project start and continues throughout the duration of the Project. Risk management is an agenda item during recurring Project meetings and Status Updates.

Step 1: Identification of a Project Risk

Project issues and risks shall be documented. Specific risks may be identified by continuous monitoring and management of the SOW and feedback from the State.

Step 2: Investigation of the Project Risk

To investigate Project risks, the Project team shall:

Investigate each risk for the potential Project impact in terms of scope, effort, schedule and cost. The team explores alternative scenarios and offers options for resolution. All proposed resolutions are distributed to the Project Manager reviewed at project status meetings.

A risk resolution may result in a change in Project scope. In this case, the Project Change Control Process will be followed to determine the estimated cost and schedule impact of implementing the resolution.

Step 3: Resolution of the Risk

To resolve or mitigate Project risks, the Project team shall:

Review resolution options for each Project risk and recommend the most appropriate resolution to the State.

Create a Change Request, if necessary, to implement the resolution.

If necessary, escalate issues that prove intractable to the Project Sponsors.

Step 4: Determine Risk Mitigation Strategies

To determine risk mitigation strategies, the Project Team shall:

Review each risk so potential Project impact is communicated openly and to appropriate team members. If the Project team is aware of the risks at an early stage, then they can manage expectations accordingly.

Review the possible mitigation options for each risk and agree on the appropriate containment measures. Use a Change Request to implement containment measures as necessary.

Step 5: Review Risks Periodically

Effective risk management requires an on-going and proactive risk program. The Project Team will continue to identify, investigate, monitor and manage the risk process. Risks identified will remain open until they are managed appropriately. Contractor will review all risks and containment measures periodically to ensure the strategies for each are still appropriate.

e. Change Control Plan

If an agreed upon change needs to take place during the life of the Project, Contractor's standard practice is to utilize the Change Control process. All changes will be documented and tracked by the Project Manager and reviewed with the State in the course of regular status update meetings Please reference the Change Control form at the bottom of this document for detailed information.

f. Key Assumptions

Contractor will rely on the following key assumptions in the delivery of the Goods as set forth on Exhibit A. Deviations from these key assumptions that may have a material impact will be

brought to the attention of the State by the Project Manager, and together the parties will mutually agree on an appropriate course of action.

i. Assigned resources will remain committed for the duration of the project. In the event any of the resources named in this document become unavailable, Contractor will provide an equally capable replacement, subject to approval by the State.

ii. CONTRACTOR's single Point of Contact is the Contractor Project Manager. The State shall designate a single point of contact. All decisions, including approvals and scope changes, will be made through these two individuals.

iii. The Project depends on the close involvement of the State to provide timely input, review, and acceptance of the Hardware and EMS, and be available for presentations and conference calls throughout the Project.

iv. The State shall provide Contractor with reasonable and adequate access to site(s), facilities and workspaces to enable successful delivery of the Hardware and EMS. Where applicable, the State will ensure the applicable site(s) shall be ready prior to the date scheduled for Contractor to perform Hardware and EMS delivery.

v. The State shall provide proper security clearances and/or escorts as required to access site(s) for equipment installation(s)

vi. Any requested changes to the Project scope, schedule or budget must be submitted to Contractor' Project Manager only.

vii. All Documentation will be provided in electronic form, unless otherwise expressly agreed by Contractor and the State.

viii. The State shall provide Contractor with pre-approved electronic files of all logos, product images, written content, and subject matter experts as required. The State will ensure they have all necessary rights and licenses to such assets.

DELIVERABLE 2
DELIVERY AND INSTALLATION OF HARDWARE

a. Deliverables Summary

- **2,699** DS300 Precinct-Based Scanner and Tabulators
- **38** DS450 High-Throughput Scanner and Tabulators
- **13** DS950 High-Speed Central Scanner and Tabulators
- **5** Ballot on Demand Printers

b. Storage Location Requirements

Contractor will work with the State to ensure each location that houses Hardware and/or EMS meets Contractor storage and electrical requirements.

c. Delivery and Installation

In regard to the August and November 2024 pilot elections, Contractor recommends that the delivery of Hardware be directly to the municipality, where installation and acceptance testing will occur. Contractor will work with the State and the municipality to schedule the delivery and installation.

Following the November 2024 pilot election, Contractor will secure a central location to deliver all remaining Hardware and perform unboxing / assembly and installation. The State will conduct the mutually agreed-upon initial User Acceptance Test at this central location. Contractor field service technicians shall perform the Hardware installation. The State is not required to assist with unboxing / assembly or installation; however, the State is welcome to engage in these activities at their discretion. Contractor certified field service technicians will provide training to the State staff as required.

The State will be responsible for the User Acceptance Testing at the central warehouse facility and municipality. Once installation and User Acceptance Testing at the central warehouse facility is complete, Contractor will prepare the Hardware for delivery to the individual municipalities. Within ten working days of delivery to the municipalities by Contractor, the State shall conduct and complete the final User Acceptance Test. For the 2024 pilot elections, Contractor will coordinate the inventorying of existing voting equipment with LHS. As new equipment is delivered to municipalities in 2025, Contractor will arrange for the recycling/disposal of such equipment. Contractor will also be responsible for disposing of cardboard and other packaging.

Please reference the Equipment Allocation List at the bottom of this document for detailed information.

DELIVERABLE 3
CONFIGURATION, DELIVERY AND INSTALLATION OF EMS

The EMS provided to the State operates on a certified client architecture configured by the Contractor Technical Service Team.

Implementation Summary:

State of Connecticut – EMS residing on a single workstation, pre-configured off-site and delivered to the State.

University of Connecticut – EMS residing on a single workstation, pre-configured off-site and delivered to the University.

Each of the 169 Municipalities – EMS residing on a single workstation, pre-configured off-site and delivered to the Municipalities.

Note: For the pilot elections in 2024, the State will use manual reporting for election results. The EMS and third party hardware will be delivered in time for use in the September 2025 election.

DELIVERABLE 4
TRAINING AND DOCUMENTATION

Contractor will provide training to the State and municipalities staff on the Hardware, Ballot on Demand and EMS Goods. Contractor will provide one (1) resource for each training session based on the Course List below. Contractor will provide one (1) resource for each of the Regional Public Demos.

A brief description along with the length of each class, intended audience, and number of participants is provided in the following Training Course List section. Contractor's training covers end-to-end operation of the System; step-by-step procedures covering Hardware set up, operation and shut-down procedures, and other relevant information related to the use of the System.

During each training session, Contractor will provide user manuals with procedures for using the Hardware and EMS and will consist of administrator, poll worker, and troubleshooting guides. For EMS training, fully configured laptops will be supplied. For Hardware training, Contractor will use the State's Hardware.

The State will identify regional training locations prior to the 2024 pilot elections and the September 2025 Election. When selecting training locations, the State should consider space, noise pollution, adequate power outlets, power strips, and extension cords. The training environment must be comfortable and conducive to a successful learning environment. The location(s) should allow all participants to focus on training with minimal distractions.

Contractor Project Team will work with the State to deliver a customized training program that best meets the needs of the State and the municipalities.

TRAINING COURSE DESCRIPTIONS

DS300 Tabulator Operation Course

Course Length – ½ Day

This course introduces election personnel to the DS300 Tabulator. Successful participants gain the knowledge, skills, and abilities to operate the Contractor tabulator.

Covered topics include:

- In-depth overview of the DS300 Tabulator, including equipment setup, hardware components, and system functionality.
- Pre-election preparation requirements including loading and testing the election.
- Operations including opening and closing the polls for Early Voting and Election Day, marking and casting ballots, and how the device meets ADA standards.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 - 20

DS450 Central Scanner and Tabulator Operations Course

TRAINING COURSE DESCRIPTIONS

Course Length – ½ Day

This course introduces election personnel to the DS450 Central Scanner and Tabulator. Participants gain the knowledge, skills, and ability to operate the DS450.

Covered topics include:

- In-depth overview of the DS450 Central Scanner and Tabulator, including equipment setup, hardware components, and system functionality.
- Pre-election preparation requirements including loading and testing the election.
- Operations include preparing, scanning and tabulating ballots, as well as maintaining the DS450 Central Scanner and Tabulator.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 20

DS950 Central Scanner and Tabulator Operations Course

Course Length – ½ Day

This course introduces election personnel to the DS950 Central Scanner and Tabulator. Participants gain the knowledge, skills, and ability to operate the DS950.

Covered topics include:

- In-depth overview of the DS950 Central Scanner and Tabulator, including equipment setup, hardware components, and system functionality.
- Pre-election preparation requirements including loading and testing the election.
- Operations include preparing, scanning and tabulating ballots, as well as maintaining the DS950 Central Scanner and Tabulator.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 20

EMS – Full PYO Course

Course Length – 5 Days

This course will provide election personnel knowledge of the EMS. The participant will be able to build an election, design ballots, program election hardware, and produce general election reports for a Primary, General, and Special election.

The EMS modules allow the participant to gain the following knowledge, skills, and abilities to:

- **Define**: Build, maintain, and store all election-related data (i.e., precincts, districts, offices, candidates, and questions) in one database.
- **Design**: Create an election ballot layout for paper ballots.
- **Deliver**: Configure and package election equipment media.

Pre-Requisite(s):

- None

Audience:

- Election Coding Staff

Number of Participants:

- 1 – 10

TRAINING COURSE DESCRIPTIONS

- **Results**: Generate customized election reports in paper or electronic format, as well as view and manage ballot images captured from Contractor Hardware. Display and export results in different formats.
- **Manage**: Manage user account and security access to the EMS.

EMS Reporting with Media Burn Course

Course Length – ½ Day

The Electionware EMS Results Module course will provide election personnel with knowledge of the Contractor EMS Results Module. Election personnel will learn to generate and display customized election reports in either paper or electronic formats.

Covered topics include:

- In-depth overview of the Electionware EMS Results Module.
- Packaging media for election equipment.
- Pre-election setup for testing.
- Displaying and exporting results in different formats.
- Post-election procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 10

Ballot-on-Demand Operations Course

Course Length – ½ Day

This course introduces election personnel to the Ballot-on-Demand system. Successful participants gain the knowledge, skills, and abilities to operate the Ballot-on-Demand system.

Covered topics include:

- In-depth overview of the BOD system, including loading ballot-stock, changing consumables, and clearing jams.
- Pre-election preparation requirements including obtaining printing consumables and working with personnel to ensure that the system is set up correctly.
- Pre-election operations including operation of the BOD software and directions for printing ballots, as needed.
- Troubleshooting procedures.

Pre-Requisite(s):

- None

Audience:

- Election Staff

Number of Participants:

- 1 – 20

DELIVERABLE 5
ELECTION SUPPORT SERVICES

Election Coding Services

Contractor will perform the election coding for the August and November 2024 pilot elections at no charge to the State.

Logic and Accuracy Testing

The State is responsible for the conduct of all logic and accuracy testing.

Early Vote and Regional Election Day Support

Contractor will supply support representatives for the 2024 Pilot elections and 2025 September election in accordance with Exhibit A of the Contract and will coordinate the usage of these resources with the State.

Project Change Control Form

I. General Information

Title of Change			Change Number
Project Name			**Date**
Person Requesting the Change	**Company/Agency**	**Email**	**Phone**
Vendor/Contractor – Including Contact		**Email**	**Phone**

II. Change Control Definition

Description: (Describe the proposed change.)

III. Justification, Impact and Alternatives

A. Justification: (Justify why the proposed changes should be implemented.)
B. Impact of Not Implementing: (Explain the impact if the proposed change is not implemented.)
C. Alternatives: (Provide one to three alternatives that could be implemented instead of the proposed change.)
D. Additional Costs, if applicable, to be Incurred by Delay in Approval of PCO.

IV. Type of Change

Check all that apply.

☐ Addition of Work	☐ De-Scope Work	☐ Change Date of Major Milestone/Deliverable
☐ Re-Baseline Schedule	☐ Personnel/Resources	☐ Other (specify) Replacement Request
Impact Description (Describe the impact for each of the items checked) ☐ Cost ☐ Schedule ☐ Scope		

V. Vendor/Contractor's Response to Change Request

Response (Include any Cost Determinations)

VI. Change Request Review

☐ Initial ☐ Final			
Review Date	**Authorized Members**	**Authorized Member's Role**	**Recommendation**
			☐ Approve ☐ Reject ☐ Defer Until: [DATE]
Rationale for Recommendation: (State the rationale for recommendation.)			
Special Instructions: (Provide any additional information regarding the final recommendation.)			

VII. Authorization Signatures

Name	Title and Agency	Signature	Date

EQUIPMENT ALLOCATION LIST

Town Name	DS300s	DS450s	DS950s
Andover	5	0	0
Ansonia	23	0	0
Ashford	5	0	0
Avon	14	0	0
Barkhamsted	5	0	0
Beacon Falls	5	0	0
Berlin	15	0	0
Bethany	5	0	0
Bethel	16	0	0
Bethlehem	7	0	0
Bloomfield	19	0	0
Bolton	8	0	0
Bozrah	5	0	0
Branford	22	1	0
Bridgeport	69	0	2
Bridgewater	7	0	0
Bristol	30	1	0
Brookfield	15	0	0
Brooklyn	7	0	0
Burlington	6	0	0
Canaan	4	0	0
Canterbury	5	0	0
Canton	7	0	0
Chaplin	5	0	0
Cheshire	28	1	0
Chester	5	0	0
Clinton	7	0	0
Colchester	12	0	0
Colebrook	4	0	0
Columbia	5	0	0
Cornwall	4	0	0
Coventry	9	0	0
Cromwell	7	0	0
Danbury	50	1	0
Darien	26	0	0
Deep River	5	0	0
Derby	12	0	0
Durham	10	0	0
E. Granby	5	0	0
E. Haddam	6	0	0
E. Hampton	7	0	0

E. Hartford	24	1	0
E. Haven	29	0	0
E. Lyme	14	0	0
E. Windsor	13	0	0
Eastford	4	0	0
Easton	8	0	0
Ellington	13	0	0
Enfield	24	1	0
Essex	6	0	0
Fairfield	37	0	1
Farmington	21	1	0
Franklin	5	0	0
Glastonbury	21	1	0
Goshen	5	0	0
Granby	9	0	0
Greenwich	52	0	1
Griswold	8	0	0
Groton	23	1	0
Guilford	19	0	0
Haddam	10	0	0
Hamden	48	1	0
Hampton	4	0	0
Hartford	70	0	1
Hartland	5	0	0
Harwinton	8	0	0
Hebron	6	0	0
Kent	5	0	0
Killingly	21	0	0
Killingworth	6	0	0
Lebanon	8	0	0
Ledyard	12	0	0
Lisbon	7	0	0
Litchfield	11	0	0
Lyme	5	0	0
Madison	12	0	0
Manchester	31	1	0
Mansfield	16	0	0
Marlborough	5	0	0
Meriden	40	1	0
Middlebury	8	0	0
Middlefield	8	0	0
Middletown	35	1	0
Milford	31	1	0

Monroe	16	0	0
Montville	17	0	0
Morris	5	0	0
Naugatuck	28	0	0
New Britain	49	1	0
New Canaan	20	0	0
New Fairfield	10	0	0
New Hartford	8	0	0
New Haven	100	0	1
New London	14	0	0
New Milford	27	0	0
Newington	22	1	0
Newtown	16	1	0
Norfolk	4	0	0
N. Branford	13	0	0
N. Canaan	5	0	0
N. Haven	19	0	0
N. Stonington	5	0	0
Norwalk	45	0	1
Norwich	23	0	0
Old Lyme	6	0	0
Old Saybrook	10	0	0
Orange	12	0	0
Oxford	7	0	0
Plainfield	12	0	0
Plainville	16	0	0
Plymouth	7	0	0
Pomfret	5	0	0
Portland	6	0	0
Preston	5	0	0
Prospect	8	0	0
Putnam	8	0	0
Redding	6	0	0
Ridgefield	15	1	0
Rocky Hill	14	0	0
Roxbury	5	0	0
Salem	7	0	0
Salisbury	5	0	0
Scotland	4	0	0
Seymour	12	0	0
Sharon	5	0	0
Shelton	16	1	0
Sherman	5	0	0

Simsbury	15	1	0
Somers	6	0	0
S. Windsor	20	0	0
Southbury	15	0	0
Southington	28	1	0
Sprague	5	0	0
Stafford	11	0	0
Stamford	73	0	2
Sterling	5	0	0
Stonington	19	0	0
Stratford	52	1	0
Suffield	7	0	0
Thomaston	6	0	0
Thompson	12	0	0
Tolland	12	0	0
Torrington	20	1	0
Trumbull	29	1	0
Union	3	0	0
Vernon	21	0	0
Voluntown	5	0	0
Wallingford	28	1	0
Warren	4	0	0
Washington	7	0	0
Waterbury	65	0	1
Waterford	16	0	0
Watertown	16	0	0
W. Hartford	35	0	1
W. Haven	30	1	0
Westbrook	8	0	0
Weston	6	0	0
Westport	22	1	0
Wethersfield	19	1	0
Willington	5	0	0
Wilton	13	0	0
Winchester	6	0	0
Windham	15	0	0
Windsor	22	1	0
Windsor Locks	10	0	0
Wolcott	12	0	0
Woodbridge	8	0	0
Woodbury	8	0	0
Woodstock	8	0	0
UConn	4	1	0

Reserve	68	8	2
Total	2699	38	13

RECEIVED
2020 AUG 26 PM 3: 52
TOWN AND CITY CLERK
BRISTOL, CT

ELECTION SYSTEMS & SOFTWARE, LLC
HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and the **City of Bristol, Connecticut** ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance, and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

ARTICLE I
GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Term"). Upon expiration of the Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event this Agreement is terminated pursuant to subsection 1(b) or 1(c) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period in accordance with paragraphs 4 and 5 of the CT Source Contract. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S

Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), , or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environment Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Product's Documentation.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice, therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

ARTICLE III
ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time, part time or temporary employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in the **City of Bristol, Connecticut** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees**. In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third-party items are the sole responsibility of Customer.

3. **Term of License.** The Software License shall be in effect for the coverage period as described in Attachment 1 (the "License Term). Upon expiration of the License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

ARTICLE IV
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or

workmanship. The specific Software Maintenance and Support Services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates to the ES&S Equipment Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If this foregoing is not acceptable to Customer and subject to Customer's prior execution of a purchase order therefore, ES&S shall charge to install the Updates to the ES&S Equipment Firmware. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all election management software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following

(i) the total cost of any third-party items that are required in order to operate the Updates;

(ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and

(iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the Equipment and/or Licensed Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support Services.

ARTICLE V
MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or

fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and Services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or Services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution by Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC 11208 John Galt Boulevard Omaha, NE 68137 Fax No.: 402-970-1291	CITY OF BRISTOL, CONNECTICUT 111 North Main Street Bristol, CT 06010 Fax No.: N/A
Signature	Signature
Name (Printed or Typed)	Name (Printed or Typed)
Title	Title
Date	Date

PRICING SUMMARY AND PAYMENT TERMS

Sale Summary:		
Description	**Refer To**	**Amount**
ES&S Hardware Maintenance Fees	Attachment 1	$14,017.50
ES&S Firmware License, Maintenance and Support Fees	Attachment 1	$6,127.50
Total Maintenance Fees for the Term:		**$20,145.00**

Terms & Conditions:

Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.

Note 2: **Invoicing and Payment Terms are as Follows:**

$6,715.00 due on or before January 1, 2026 for the Coverage Period of January 1, 2026 through June 30, 2026.

$13,430.00 due on or before July 1, 2026 for the Coverage Period of July 1, 2026 through June 30, 2027.

Attachment 1

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Term: **January 1, 2026 through June 30, 2027**

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
22	Model DS300 Scanner	1/1/2026 through 6/30/2026	$215.00	$2,365.00 **(Pro-Rated)**
1	Model DS950 Scanner	1/1/2026 through 6/30/2026	$4,615.00	$2,307.50 **(Pro-Rated)**
Total Maintenance Fees for the Coverage Period January 1, 2026 through June 30, 2026				**$4,672.50**
22	Model DS300 Scanner	7/1/2026 through 6/30/2027	$215.00	$4,730.00
1	Model DS950 Scanner	7/1/2026 through 6/30/2027	$4,615.00	$4,615.00
Total Maintenance Fees for the Coverage Period July 1, 2026 through June 30, 2027				**$9,345.00**
Total Hardware Maintenance Fees for the Term				**$14,017.50**

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: City of Bristol, Connecticut

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.

Hardware Maintenance Services Provided by ES&S Under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
        - Service performed by an ES&S trained and certified technician.
        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
        - Replacement of worn or defective with new or remanufactured federally and state

certified parts.

- Conducting a final test to verify that the unit is working according to manufacturer's specifications.

- Use of a checklist tailored for each piece of equipment.

5. Repair Services.

- Customer receives coverage for interim repair calls.

  - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.

  - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE

License and Maintenance Term: **January 1, 2026 through June 30, 2027**

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
22	Model DS300 Scanner	1/1/2026 through 6/30/2026	$100.00	$1,100.00 **(Pro-Rated)**
1	Model DS950 Scanner	1/1/2026 through 6/30/2026	$1,885.00	$942.50 **(Pro-Rated)**
Total License, Maintenance and Support Fees for the Coverage Period January 1, 2026 through June 30, 2026				**$2,042.50**
22	Model DS300 Scanner	7/1/2026 through 6/30/2027	$100.00	$2,200.00
1	Model DS950 Scanner	7/1/2026 through 6/30/2027	$1,885.00	$1,885.00
Total License, Maintenance and Support Fees for the Coverage Period July 1, 2026 through June 30, 2027				**$4,085.00**
Total Firmware License, Maintenance and Support Fees for the Term				**$6,127.50**

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support Services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support Services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software

application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.

4. Customer shall be responsible for data extraction from Customer voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

6. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.

8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Bristol CONNECTICUT All Heart ™

Office of the Corporation Counsel | 860.584.6150

RECEIVED
2025 AUG 27 AM 10:53
TOWN AND CITY CLERK
BRISTOL, CT

MEMORANDUM

TO: Erica Cabiya, Town & City Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel

DATE: August 26, 2025

RE: City Council Agenda Item September 9, 2025

Erica, would you kindly add the following to the Consent portion of the City Council Agenda for September 9, 2025? Thank you.

To consider and approve a partial release to allow Donald Baron to convey property located at 76 Broderick Road.

TWC/ntb

All that certain piece or parcel of land, with all buildings and improvements thereon, situated on the northly side of Broderick Road, in the Town of Bristol, County of Hartford, and State of Connecticut, and known and designated as Disposition Parcel 2A in the Middle Street Urban Renewal Plan and as shown on a map or plan entitled, "The Bristol Redevelopment Agency Bristol, Connecticut Middle Street Project Conn. R-73 Map Showing Block 2 Parcel "A" & Parcel "B" Scale 1"=40' August 1980 Map Prepared by Dep't. of Public Works Div. of Engineering City of Bristol Bristol, Connecticut Robert E. Peterson Reg. Land Surveyor, Conn. 6443 City Surveyor," which map or plan is on file in the Office of the T own Clerk of the Town of Bristol, to which reference may be had, and more particularly bounded and described as follows:

Commencing at a point on the northerly line of Broderick Road, which point is the southeasterly corner of the parcel herein described; thence running N 60◦-00-10" W along the northerly line of Broderick Road, a distance of two hundred one and fifty-seven one-hundredths (201.57) feet to a point; thence turning and running northwesterly along the northerly line of Broderick Road, along a curve having a radius of twenty five and no one-hundredths (25.00) feet, a distance of twenty three and eighty three one-hundredths (23.83) feet to a point; thence turning and running northwesterly along the northerly line of Broderick Road, along a curve having a radius of seventy and no one-hundredths (70.00) feet, a distance of ninety five and sixty eight one-hundredths (95.68) feet to a point; thence turning and running W 60◦-18'-14" E, a distance of one hundred sixty and fifteen one-hundredths (160.15) feet to a point; thence turning and running S 79◦-00'-20" E, a distance of two hundred seventy and seventy eight one-hundredths (270.78) feet to a point; thence turning and running S 6◦-44'-00' W along the westerly line of Parcel "B", as shown on said map, a distance of two hundred ninety two and sixty nine one-hundredths (292.69) feet to a point on the northerly line of Broderick Road, which is the point and place of beginning.

The herein described parcel contains 63,262.3 square feet of 1.452 acres.

PARTIAL RELEASE OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the **City of Bristol**, acting herein by **Jeffrey Caggiano, Mayor**, as approved by the City Council on _____, does hereby release and waive Restriction Number 5 of a certain Special Quit Claim Deed dated March 6, 1981 and recorded in the Bristol Land Records in Volume 724 at Page 182 in favor of Donald Baron of the City of Bristol, Connecticut, and/or his successors and assigns, all remaining restrictions to remain in full force and effect, and said release and waiver of restrictions apply to:

THE REAL PROPERTY DESCRIBED ON SCHEDULE "A" HERETO.

Dated at Bristol, Connecticut this _____ day of September ____ 2025.

Signed, Sealed and Delivered
In the presence of:

CITY OF BRISTOL

_____

_____
By Jeffrey Caggiano, its Mayor
Duly authorized by vote of the City
Council on September ___, 2025

_____

STATE OF CONNECTICUT)
) ss. Bristol September ___, 2025
COUNTY OF HARTFORD)

Personally appeared, Jeffrey Caggiano, Mayor or the City of Bristol, Signed and Sealer of the foregoing Instrument and acknowledged the same to be his free act and deed and the free act and deed of said City of Bristol, before me.

_____
Thomas W. Conlin
Commissioner of the Superior Court
Assistant Corporation Counsel

1554

SPECIAL QUIT-CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, THAT

(1) WHEREAS, an Urban Renewal Plan (which together with all modifications thereof made after the date of this Deed in accordance with applicable law, is hereinafter referred to as the "Urban Renewal Plan") for the Middle Street Project, Conn. R-73 (hereinafter referred to as the "Project") has been adopted by The Bristol Redevelopment Agency on October 27, 1971, and has been approved by the City Council of the City of Bristol on December 7, 1971, which Urban Renewal Plan, as it exists on the date hereof, is recorded in the Office of the Town Clerk of the Town of Bristol (hereinafter referred to as the "Recorder"); and

(2) WHEREAS, the City of Bristol is owner and holder of record of fee simple title to certain real property located in the Project Area; and

(3) WHEREAS, pursuant to the Urban Renewal Plan and Chapter 130 of the Connecticut General Statutes, the City of Bristol, acting by and through The Bristol Redevelopment Agency, is authorized to sell individual portions of land in the Project area:

NOW, THEREFORE, THIS DEED, made this 6th day of March, 1981, by and between the CITY OF BRISTOL (hereinafter referred to as the "Grantor"), acting hereby pursuant to the above-mentioned Act, and DONALD BARON (hereinafter referred to as the "Grantee") an individual having an office for the transaction of business at 933 Middle Street, in the Town of Bristol, County of Hartford, and State of Connecticut:

WITNESSETH, that for an in consideration of the sum of Twenty One Thousand, Seven Hundred Eighty and 00/100 ($21,780.00) Dollars, receipt whereof is hereby acknowledged, the Grantor does, by these presents remise, release, grant and forever Quit Claim unto the Grantee and his heirs, successors and assigns forever, all the right, title, interest, claim and demand whatsoever as the said Grantor has or ought to have in or to all that certain piece or parcel of land, with all buildings and improvements thereon, situated on the northerly side of Broderick Road, in the Town of Bristol, County of Hartford, and State of Connecticut, and known and designated as Disposition Parcel 2A in the Middle Street Urban Renewal Plan and as on a map or plan entitled, "The Bristol Redevelopment Agency Bristol, Connecticut Middle Street Project Conn. R-73 Map Showing Block 2 Parcel "A" & Parcel "B" Scale 1"= 40' August 1980 Map Prepared By Dep't. of Public Works Div. of Engineering City of Bristol Bristol, Connecticut Robert E. Peterson Reg. Land Surveyor, Conn. 6443 City Surveyor," which map or plan is on file in the Office of the Town Clerk of the Town of Bristol, to which reference may be had, and more particularly bounded and described as follows:

ROBERT A. WOOD
ATTORNEY AT LAW
THE BRISTOL
REDEVELOPMENT AGENCY
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT
06010

No Conveyance Tax Collected

Town Clerk of Bristol

Commencing at a point on the northerly line of Broderick Road which point is the southeasterly corner of the parcel herein described; thence running N 60°-00'-10" W along the northerly line of Broderick Road, a distance of two hundred one and fifty seven one-hundredths (201.57) feet to a point; thence turning and running northwesterly along the northerly line of Broderick Road, along a curve having a radius of twenty five and no one-hundredths (25.00) feet, a distance of twenty three and eighty three one-hundredths (23.83) feet to a point; thence turning and running northwesterly along the northerly line of Broderick Road, along a curve having a radius of seventy and no one-hundredths (70.00) feet, a distance of ninety five and sixty eight one-hundredths (95.68) feet to a point; thence turning and running N 6°-18'-14" E, a distance of one hundred sixty and fifteen one-hundredths (160.15) feet to a point; thence turning and running S 79°-00'-20" E, a distance of two hundred seventy and seventy eight one-hundredths (270.78) feet to a point; thence turning and running S 6°-44'-00" W along the westerly line of Parcel "B", as shown on said map, a distance of two hundred ninety two and sixty nine one-hundredths (292.69) feet to a point on the northerly line of Broderick Road, which is the point and place of beginning.

The herein described parcel contains 63,262.3 square feet or 1.452 acres.

TOGETHER WITH AND SUBJECT TO all the restrictions, covenants and conditions of a Contract for Sale of Land for Private Redevelopment entered into by and between the City of Bristol, acting by and through The Bristol Redevelopment Agency, and Donald Baron, of even date herewith, (hereinafter referred to as the "Contract") which Contract will be recorded in the City of Bristol Land Records simultaneously with this Deed, which restrictions, covenants and conditions shall be and remain fully applicable to the premises herein conveyed.

THE SAID GRANTEE for himself, his heirs, successors and assigns, does hereby covenant and agree that this conveyance is made and accepted and the real estate above described, and every part thereof, is hereby granted upon and subject to the following covenants, conditions, restrictions and reservations (in addition to any hereinabove or hereinafter mentioned), which covenants, conditions, restrictions and reservations shall apply to and run with said land:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the Urban Renewal Plan or approved modifications thereof.

SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due and shall not place thereon any encumbrance or lien other than for temporary or permanent financing of construction of the Improvements on the property hereby conveyed as provided for in the Construction Plans, approved by the Grantor in accordance with Section 4 of the Contract and shall not suffer any levy or attachment to be made or any other encumbrance or lien to attach until the Grantor certifies that all building construction and other physical improvements specified to be done and made by the Grantee have been completed.

ROBERT A. WOOD
ATTORNEY AT LAW
THE BRISTOL
REDEVELOPMENT AGENCY
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT
06010

THIRD: The Grantee will not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property herein conveyed, or any improvements erected or to be erected thereof, or any part thereof.

FOURTH: From the date of this conveyance, the Grantee will, within the time specified in Section 5 of the Contract commence and complete the improvements on the property herein conveyed, in accordance with the provisions of said Contract as it may be amended and modified from time to time.

FIFTH: Until the Grantor certifies that all the aforesaid Improvements specified to be done and made by the Grantee have been completed, the Grantee shall have no power to convey the property hereby conveyed or any part thereof without the prior written consent of the Grantor except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed.

The covenants and agreements contained in the covenant numbered FIRST shall terminate on December 6, 1991. The covenants and agreements contained in covenants numbered SECOND, FOURTH and FIFTH shall terminate on the date the Grantor issues the Certificate of Completion as herein provided, except that the termination of the covenant numbered SECOND shall in no way be construed to release the Grantee from his obligation to pay real estate taxes or assessments on the property hereby conveyed or any part thereof. The covenant numbered THIRD shall remain in effect without any limitation as to time.

Promptly after satisfactory completion of the Improvements on the property herein conveyed in accordance with the provisions of the Contract, the City acting by and through the Agency, will deliver to the Grantee, his heirs, successors or assigns, an appropriate instrument certifying that such improvements have been properly completed.

If the City, acting by and through the Agency, fails to deliver such certification within the time provided in the said Contract and fails or refuses to notify the Grantee within the time and in the manner provided in the said Contract of its reasons for not delivering such certification, then such improvements shall be deemed properly completed as if a certification had been issued therefor. Such certification, or the improvements being deemed properly completed, shall be conclusive determination of satisfaction and termination of the agreements and covenants in said Contract and in this Deed with respect to the property herein conveyed and the obligations of the Grantee, and his heirs, successors and assigns, to construct the improvements on the property herein conveyed, and the dates for the commencement and completion thereof.

In case of the breach or violation of any one of the covenants numbered SECOND, FOURTH and FIFTH at any time prior to the time the Grantor certifies that all building construction and other physical improvements have been completed, and in case such breach or such violation shall not be cured, ended or remedied within 60 days after written demand by the Grantor so to do with respect to covenant numbered FIFTH and three (3) months after written demand by the Grantor so to do with respect to covenants numbered SECOND and FOURTH or any further extension thereof that may be granted by the Grantor in its sole discretion, then all estate conveyed under this Deed shall cease and determine, and title in fee simple to the same shall revert to and become revested in the Grantor, or its successors or assigns, and such title shall be revested fully and completely in it, and the said Grantor, its successors

ROBERT A. WOOD
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06010

and assigns, shall be entitled to and may of right enter upon and take possession of the said property: Provided, That any such revesting of title in the Grantor:

(1) Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way

(i) the lien of any mortgage or Deed of Trust permitted by this Deed; and

(ii) any rights or interests provided in the Contract for the protection of the trustees of any such Deed of Trust or the holders of any such mortgage; and

(2). In the event that title to the said property or part thereof shall revest in the Grantor in accordance with the provisions of this Deed, the Grantor shall pursuant to its responsibilities under applicable law use its best efforts to resell the property or part thereof (subject to such mortgage liens as hereinbefore set forth and provided) as soon and in such manner as the Grantor shall find feasible and consistent with the objectives of such law, and of the Urban Renewal Plan, to a qualified and responsible party or parties (as determined by the Grantor) who will assume of obligation of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the Grantor and in accordance with the uses specified for the above described property or any part thereof in the Urban Renewal Plan. Upon such resale of the property the proceeds thereof shall be applied:

First: to reimburse the Grantor, on its own behalf or on behalf of the City of Bristol for all costs and expenses incurred by the Grantor including, but not limited to, salaries of personnel in connection with the recapture, management and resale of the property or part thereof (but less any income derived by the Grantor for the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Grantor or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Grantee, his heirs, successors, or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Grantor by the Grantee and his heirs, successors or transferees; and

Second: to reimburse the Grantee, his heirs, successors or transferees up to an amount equal to the sum of the purchase price paid by it for the property (or allocable to the part thereof) and the money actually invested by it in making any of the Improvements on the property or part thereof, less any gains or income withdrawn or made by it from this conveyance or from the property.

Any balance remaining after such reimbursements shall be retained by the Grantor.

ROBERT A. WOOD
ATTORNEY AT LAW
THE BRISTOL
REDEVELOPMENT AGENCY
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT
06010

The Grantor shall be deemed a beneficiary of covenants numbered FIRST through FIFTH, and the United States shall be deemed a beneficiary of the covenant numbered THIRD, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor, in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered THIRD, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

TO HAVE AND TO HOLD the premises unto the said Grantee and his heirs, successors and assigns forever, so that neither the Grantor nor its successors nor any other person claiming under them shall have any claim, right, or title in or to the premises or any part thereof, but herefrom they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, on the 6th day of March, 1981, the City of Bristol hath caused this Deed to be executed and delivered and its corporate seal to be hereto affixed on its behalf by Michael L. Werner, its Mayor, who is duly authorized and empowered.

Signed, Sealed and Delivered
in the presence of:

Robert A. Wood

Samuel Kasparian

BY: Michael L. Werner, Mayor

Seal Impressed and Attested

BY: Terry Bazzano

STATE OF CONNECTICUT:
: ss. Bristol March 6, 1981
COUNTY OF HARTFORD :

Personally appeared Michael L. Werner, as Mayor aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be the free act and deed of the City of Bristol and his free act and deed as Mayor thereof, before me.

Robert A. Wood
Commissioner of the Superior Court

ROBERT A. WOOD
ATTORNEY AT LAW
THE BRISTOL
REDEVELOPMENT AGENCY
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT
06010

RECEIVED 3/19/81 at 10:51A.M.
RITA D. BROWN, TOWN CLERK

BRISTOL CITY COUNCIL
REAL ESTATE COMMITTEE
SUSAN TYLER, CHAIRPERSON

SEPTEMBER 9, 2025

MOTION

I HEREBY MOVE that the City of Bristol adopt the attached "Procedures on The Disposition or Sale of City Owned Properties" which shall guide the Real Estate Committee in recommending to the City Council the most advantageous method to dispose or sell any city owned real property.

I FURTHER MOVE that this matter be referred to the Corporation Counsel to effectuate this new policy.

RECEIVED
2025 AUG 26 PM 3:22
TOWN AND CITY CLERK
BRISTOL, CT

PROCEDURES ON THE DISPOSITION OR SALE OF CITY OWNED PROPERTIES

Currently, there is no official policy as to the disposition or sale of city owned real estate except what is set forth in the Purchasing Manual and by past practices of previous Real Estate Committees.

Therefore, the Real Estate Committee recommends the adoption of the following procedures for the disposition or sale of city owned properties. Because real estate is "unique" in that no two properties are identical, the purpose of these procedures is to give the Real Estate Committee more latitude in disposing of city owned properties.

STEPS:

1. Refer the city owned property to be disposed or sold to the Department of Public Works, Park & Recreation & Youth Commission and to Water & Sewer Department requesting if there is a need to retain the city owned property to be used by these departments;

2. If no interest by the aforementioned departments, then a Connecticut General Statutes Section 8-24 referral is made by the Real Estate Committee to the Planning Commission requesting it to report as to whether the city should dispose or sell the city owned property. If the Planning Commission issues a positive recommendation (a negative recommendation requires a super majority City Council to override) then the issue of which method to market the city owned property is then determined by the Real Estate Committee (i.e. to list with a real estate agent or to refer to the Purchasing Department for a Request for Proposals ("RFP"));

3. In determining whether to list with a real estate broker or to market via a RFP, the Real Estate Committee shall undertake the following steps:

    a. Request the Corporation Counsel's Office to conduct a title search to ascertain how the city became owners of this property (i.e. tax foreclosure, left over property from a subdivision, open-space, State of Connecticut DOT project, etc.) The Corporation Counsel's Office should also research if the city owned property is a "building lot" or has impediments such as it is "landlocked" with no access;

    b. After the Corporation Counsel's Office reports its findings, the Real Estate Committee should then request the City's Tax Assessor to conduct an appraisal to determine a Fair Market Value, not the "net assessment" value which is used to calculate real estate taxes due;

    c. If the city owned property is not "marketable", (i.e. landlocked) and has only nominal value, then the Real Estate Committee shall direct the Corporation Counsel's Office to contact the adjoining property owners to ascertain if there is any interest in acquiring this city owned property. If an adjoining property owner indicates interest, the Real Estate Committee shall motion the City Council for approval. If approved, the city shall convey the property via a Quit Claim Deed to the adjoining property owner on the condition the city owned property is "merged"

with the adjoining owner's property. Because the conveyance is less than $10,000, no public hearing is required under Connecticut General Statutes Section 7-163(e). By conveying these "stray" properties to adjoining property owners, not only removes these properties from the city property list but increases the property tax rolls.;

4. If the city owned property was acquired via a real estate tax foreclosure, then the Real Estate Committee should compare the appraisal submitted to the Foreclosure Court with the Fair Market Value proposed by the city Tax Assessor. At this point, the Real Estate Committee may also wish to contact a real estate agent for a comparative market analysis. All values being equal, the Real Estate Committee should consider marketing the city owned property with a real estate broker as it offers the city more flexibility in addressing any offers tendered to the city. In addition, by having the property listed through a real agent broker with access to the real estate multi-listing, it is more likely the city will be receiving more offers. The disadvantage of listing it with a real estate agent is there is a commission due. If the city property was acquired by tax foreclosure, then a public hearing is not required under Connecticut General Statutes Section 7-163 (e);

5. However, on occasion, it may be more advantageous to request the Purchasing Department to issue a Request for Proposals ("RFP"). The Real Estate Committee can develop any specific criteria (intended use, sales price, public benefit, tax benefit, etc.) it wishes to be proposed and advise the Purchasing Department accordingly. The benefits of an RFP are that the city can control the purchaser's use of the property. Also, the adjoining property owners are given direct notice from the Purchasing Department of the city's request for offers for the property. Although it is less expensive to have the property advertised through an RFP, in general, the disadvantage is the RFP process usually attracts less interest by potential purchasers.

In conclusion, after receiving input from the Corporation Counsel's Office, the Tax Assessor's Office, the Purchasing Agent and a real estate broker, the Real Estate Committee should now be in a position to recommend to the City Council the most advantageous method to dispose or sell any city owned real property.

BRISTOL CITY COUNCIL
REAL ESTATE COMMITTEE
SUSAN TYLER, CHAIRPERSON

SEPTEMBER 9, 2025

MOTION

I HEREBY MOVE that the City Council direct the Purchasing Agent to issue an RFP (Requests For Proposals) placing public notices and to notify abutting property owners of the city's intention to sell city owned property known as Lot 420-1A/420-1 Burlington Avenue. The asking price to be determined by the Tax Assessor working with the Purchasing Agent.

RECEIVED
2025 AUG 26 PM 3:22
TOWN AND CITY CLERK
BRISTOL, CT

September 2025 (AS OF 9/4/25) APPOINTMENTS V.4

RESIGNATIONS:
Alyssa McGhee, BECC, Wheeler Health
Wendy McGrath, BECC, Tunxis Community College
Keith Elder, Historic District Commission – Sec. 2-9

Continuing Vacancies:
Inland Wetlands
1 Alternate position available. expires 9/25
Persons with Disabilities
1 position available. expires 6/26, (3) year term
Youth Commission
1 position Represents Under 21

NEW APPOINTMENTS FOR SEPTEMBER:

Bristol Early Childhood Collaborative (BECC)
Appoint Claire Strillacci, Bristol Public Library, expires 8/26. clairestrillacci@bristolct.gov, 860.584.2016
Appoint Michelle Fangiullo, Early Start CT Provider, Imagine Nation Museum, expires 8/26. michelle.fangiullo@imaginenation.org, 860.324.1400
Appoint Melissa Mendez, Health Care Provider, Wheeler Health, expires 8/26. mmendez@wheelerhealth.org, 860.793.4454

Central HS Building Committee
Council, Cheryl Thibeault
BOF, John Lodovico

Historic Commission
Reappoint Keith Elder (R), expires 8/29

Inland /Wetland
Reappoint Faye Duquette (R), 860.967.9817, expires 9/28

Persons w/Disabilites
Replace Andrew Collins (R), Appoint Deborah Reed (D), expires 6/26

Retirement Board
Replace Frank Rossi (U), Citizen Member with _____ expires 7/30

Youth Commission
Appoint RJ Motel as Under 21 Representative. Replaces Miguel Salguero, expires 3/28.

DRAFT

CURRENT - Capital Improvment

Mayor Jeff Caggiano, Sebastian Panioto, Sue Tyler, Cheryl Thibeault, John Smith, Marie O'Brien, Dave Maikowski, Thomas Hislop, Diane Waldron

CURRENT - NEMS

Mayor Jeff Caggiano, John Smith, Eric Carlson, John Freimuth, David Hartley, Kelly Roberts, Dan Sonstrom, Frank Stawski, John Lodovico.

DRAFT

Bristol CONNECTICUT All Heart ™

Office of the Corporation Counsel | 860.584.6150

RECEIVED
2025 SEP -2 PM 4:25
TOWN AND CITY CLERK
BRISTOL, CT

MEMORANDUM

TO: Erica Cabiya, Town & City Clerk

FROM: Thomas W. Conlin, Assistant Corporation Counsel TWC

DATE: August 27, 2025

RE: City Council Agenda Item September 9, 2025

Erica, would you kindly include the following on the Regular portion of the City Council Agenda for September 9, 2025? Thank you.

To consider and take action on a request from Tollman Spring Company, 91 Enterprise Drive, to grant a personal property tax exemption for assessment year 2024.

TWC/ntb

MOTION

I MOVE that the City Council, pursuant to Connecticut General Statute section 12-94e grant a personal property tax exemption to Tollman Spring for assessment year 2024 for property as listed under account #0202047, Unique ID #P0266272, based upon Tollman Spring's request to file its M-65 exemption past the statutory deadline, and to further direct the City Assessor and City Tax Collector to make any adjustments to their lists which result from the granting of this exemption, including waiving any penalties for late filing.

DRAFT

PERSONAL PROPERTY DECLARATION DETAILS REPORT - FILED RECORD

ASSM YEAR: 2024
LIST # : 0202047
UNIQUE ID: P0266272

STATUS : FILED ONLINE
RECORD DATE : 12/19/2024

PRINTED DATE : 08/08/2025
PRINTED TIME : 12:27:31 PM

TOLLMAN SPRING COMPANY LLC
TOLLMAN SPRING COMPANY LLC
91 ENTERPRISE DR
BRISTOL CT 06010

Record Details
Prop Loc: 111+ 91 ENTERPRISE DR
PHONE # 860-583-1326

ITEM(s)

CODE	DETAILS		APPLIED AMT	DISPOSED	DEP.AMT	70% ASSM
10	Prior	30.00 %	1,849,062		554,719	
						388,300
13	2024	95.00 %	80,056		76,053	
13	2023	90.00 %	43,600		39,240	
13	2022	80.00 %	1,251,669		1,001,335	
13	2021	70.00 %	627,944		439,561	
13	2020	60.00 %	974,791		584,875	
13	2019	50.00 %	722,312		361,156	
13	2018	40.00 %	480,911		192,364	
13	Prior	30.00 %	18,411,715		5,523,516	
						5,752,670
16	2024	95.00 %	16,529		15,703	
16	2020	60.00 %	4,857		2,914	
16	Prior	30.00 %	90,883		27,265	
						32,120
20	2022	60.00 %	41,838		25,103	
20	Prior	20.00 %	83,467		16,693	
						29,260
24A	2022	80.00 %	6,966		5,573	
24A	2020	60.00 %	10,248		6,149	
24A	2019	50.00 %	6,224		3,112	
24A	2018	40.00 %	17,945		7,178	
24A	Prior	30.00 %	63,807		19,142	
						28,810
TOTAL ITEM(S) [~~] 19			24,784,824		8,901,651	6,231,160
23	12.0 M/AVG:	1,526.00	18,306		18,306	1,070
25			6,232,230		1,558,060	1,558,060
GRAND TOTAL			31,035,360		10,478,017	7,790,290

TOTAL GROSS 7,790,290
TOTAL EXEMPT
TOTAL NET 7,790,290

5,752,670 EXEMPTION AMOUNT
1,558,060 PENALTY
7,310,730
x .03375
246,737 · POTENTIAL TAX FORGIVENESS

Do Not Scan

Memorandum

To: Erica Cabiya, City Clerk

CC: Jeff Caggiano, Mayor

Thomas Conlin, Assistant Corporation Counsel

From: Tom DeNoto, Assessor

Date: 8/19/2025

Re: City Council agenda item – September 9th 2025

The proposed agenda item is:

"To consider acceptance of the late personal property Manufacturers Machinery and Equipment (M-65) exemption filing pursuant to CT General Statute 12-94e for the Tollman Spring Company."

Attachments follow regarding this item.

Please let me know if you need any additional information.

Thank you,

Tom

x6245

CITY OF BRISTOL

Sec. 12-94e. Municipal option to grant certain previously waived exemptions. Whenever any person claiming the exemption from property tax under the provisions of subdivision (59), (60), (70), (72), (74) or (76) of section 12-81 has failed to file a claim with the assessor or board of assessors as required in said subdivisions and has further failed to apply for an extension of time under section 12-81k, the municipality, upon receipt of a request from such person, may, by vote of its legislative body or, where the legislative body is a town meeting, by a vote of its board of selectmen, grant such exemption according to criteria established by the municipality, including, but not limited to, allowing for any hardship experienced by the person which may account for the failure to claim the exemption or to file for an extension of time and whether the exemption would provide a net benefit to economic development in the municipality. No payment in lieu of tax under this chapter shall be made with regard to any property exempted from tax under this section.

TOLLMAN SPRING COMPANY The Source for Quality and Service Since 1945

September 2, 2025

Bristol City Council
111 N Main St
Bristol, CT 06010

Subject: Request for Extension of M65 Property Tax Exemption Filing

Dear Members of the City Council,

I am writing to respectfully request Tollman Spring Company's M65 property tax exemption filing be extended past the deadline due to an oversight in timely filing. As the president of Tollman Spring for the past two years, I take full responsibility for this error and humbly seek your consideration for an exception and waiver for the additional penalties.

Our organization recently transitioned to a new accounting firm, which previously handled the timely filing of our M65 exemption. Unfortunately, during this transition, I was not fully aware of the deadline or the severity of the penalty for missing it. With only two years of experience in this role, I regretfully overlooked the critical nature of this filing. We have been approved each of the past several years in a timely manner resulting in an average tax bill of approximately $17,000. The tax payment for the year without the exception would total $262,922. The unbudgeted increase would be extremely difficult to absorb in a soft economy where sales are down 15%. This would be catastrophic for myself, our employees and company in the current business environment.

We have been a manufacturer of springs and stampings since 1945, most of that time has been in Bristol, CT. We employ over 80 people and support the local community through various donations whenever possible. We look forward to continuing to support the local community through job opportunities and donations for years to come. The approval of this exemption would significantly support our continued efforts.

We understand the importance of adhering to deadlines and are implementing measures to ensure this does not happen again, including improved oversight and communication with our accounting team. We respectfully request your approval to file the M65 exemption late, as this would greatly alleviate the financial burden resulting from the missed deadline.

Thank you for considering this request. I am happy to provide any additional documentation or information required to facilitate this process. Please feel free to contact me at 1-860-583-1326 or matt@tollmanspring.com with any questions or to discuss this matter further.

Sincerely,

Matt Zink
President
Tollman Spring Company, LLC
matt@tollmanspring.com
1-860-583-1326

RECEIVED
2025 AUG 26 AM 11:34
TOWN AND CITY CLERK
BRISTOL, CT

Memorandum

To: Erica Cabiya, City Clerk

CC: Jeff Caggiano, Mayor

From: Tom DeNoto, Assessor

Date: 8/20/2025

Re: City Council agenda item – September 9th 2025

The agenda item is:

"To consider the interest waiver provision (pursuant to §12-145) for Mark Stuart Kunofsky – 1970 Perkins Street 2024 grand list Real Estate tax bill."

Attachments follow this item.

Please let me know if you need any additional information.

Thank you,

Tom

x6245

CITY OF BRISTOL

Sec. 12-145. Notice to pay taxes. Rate of interest when delinquent. Waiver. The tax collector of each municipality shall, at least five days next preceding the time when each tax becomes due and payable, give notice of the time and place at which the tax collector will receive such tax by advertising in a newspaper published in such municipality or, if no newspaper is published in such municipality, by advertising in any newspaper of the state having a general circulation in such municipality and by posting such notice on a signpost, a bulletin board or the municipality's Internet web site. The tax collector shall repeat such advertising within one week after such tax has become due and payable and, again, at least five days before such tax becomes delinquent. Each such notice shall give each date on which such tax shall become due and payable and each date on which such tax shall become delinquent, and shall state that, as soon as such tax becomes delinquent, it shall be subject to interest at the rate of one and one-half per cent of such tax for each month or fraction thereof which elapses from the time when such tax becomes due and payable until the same is paid. The tax collector of a municipality shall waive the interest on a taxpayer's delinquent property taxes if (1) the tax collector and the assessor, jointly, determine that the delinquency is attributable to an error by the tax assessor or tax collector and is not the result of any action or failure on the part of the taxpayer, and (2) such waiver is approved by vote of the legislative body of such municipality, or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen. The tax collector shall notify the taxing authority of the municipality of all waivers approved pursuant to this section.

Property Location 1970 PERKINS ST | Map ID 58/ / 16-1E/ / | Bldg Name | State Use 100
Vision ID 102858 | Account # 0273291 | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date 08-20-2025 9:59:03 A

CURRENT OWNER	TOPO	UTILITIES	STRT / ROAD	LOCATION
KUNOFSKY MARK STUART	1 Level	2 Pub Water	1 Paved	2 Suburban
		3 Sewer		

6 LOAN OAK AVENUE

WOLCOTT CT 06716

SUPPLEMENTAL DATA

Alt Prcl ID	4	Side	E46.4
Census	04058		
Routing Nu	058/042.4	Historic Di	
Zone	R-25	I+E Receiv	
		Appeal His	
		GIS Tile Number	
Gis ID (Ac	0273291	Assoc Pid#	

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RES LAND	1-1	82,200	57,540
	Total	82,200	57,540

6017

BRISTOL, CT

VISION

RECORD OF OWNERSHIP	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
KUNOFSKY MARK STUART	2312	591	04-07-2025	Q	V	117,400	Q
LED LLC	2184	1033	06-28-2021	U	V	850,000	

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
4000	500	57,540	2024	500	57,540	2023	500	57,540
	Total	57,540		Total	57,540		Total	57,540

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

CITY OF BRISTOL

Revaluation: October 1, 2022

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0070				

NOTES

P/O MEADOW VIEW FARM SUBDIVISION
PARCEL CUT WITH SUBDIVSION FROM ACT#
0050555 GL 2022
SEE MAPS Q-587 & Q-589
AKA LOT 5

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	82,200
Special Land Value	0
Total Appraised Parcel Value	82,200
Valuation Method	C
Total Appraised Parcel Value	82,200

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% C	Date Comp	Comments
B-25-354	05-28-2025	NC	New Construct	220,000				Construction of a new colonial home

VISIT / CHANGE HISTORY

Date	Id	Ty	Is	Cd	Purpost/Result

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Frontage	Land Unit		Unit Price	Size Adj	Site Ind	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Valu
1	100	Vacant Land	R-25	Primary	125	0.60	AC	80,892.00	1.51017	1	1.00	70	1.120		1.0000		82,200
				Total Card Land Units		0.60	AC	Parcel Total Land Area		0.60						Total Land Value	82,200

Property Location 1970 PERKINS ST | Map ID 58/ / 16-1E/ / | Bldg Name | State Use 100
Vision ID 102858 | Account # 0273291 | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date

CONSTRUCTION DETAIL

Element	Cd	Description
Style:	99	Vacant Land
Model	00	Vacant
Grade:		
Stories:		
Occupancy		
Exterior Wall 1		
Exterior Wall 2		
Roof Structure:		
Roof Cover		
Interior Wall 1		
Interior Wall 2		
Interior Flr 1		
Interior Flr 2		
Heat Fuel		
Heat Type:		
AC Type:		
Total Bedrooms		
Total Bthrms:		
Total Half Baths		
Total Xtra Fixtrs		
Total Rooms:		
Bath Style:		
Kitchen Style:		
Attic		
Bsmt		
Bsmt Gar		
Fireplaces_2		
Fin Bsmt		
Fin Bsmt Qual		
MHP		

CONSTRUCTION DETAIL (CONTINUED)

Element	Cd	Description

CONDO DATA

Parcel Id		C		Owne
		B		S

Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION

Building Value New	
Year Built	
Effective Year Built	
Depreciation Code	
Remodel Rating	
Year Remodeled	
Depreciation %	
Functional Obsol	
External Obsol	
Trend Factor	1
Condition	
Condition %	
Percent Good	
RCNLD	
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

No Sketch

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area		Unit Cost	Undeprec Value
	Ttl Gross Liv / Lease Area	0	0			0

RECEIVED
2025 AUG 26 AM 11:34
TOWN AND CITY CLERK
BRISTOL, CT

Memorandum

To: Erica Cabiya, City Clerk

CC: Jeff Caggiano, Mayor

From: Tom DeNoto, Assessor

Date: 8/20/2025

Re: City Council agenda item – September 9th 2025

The agenda item is:

"To consider the interest waiver provision (pursuant to §12-145) for Mark and Lydia Maraglino Lot 377 Tufts St. 2023 and 2024 grand lists Real Estate tax bills."

Attachments follow this item.

Please let me know if you need any additional information.

Thank you,

Tom

x6245

CITY OF BRISTOL

Sec. 12-145. Notice to pay taxes. Rate of interest when delinquent. Waiver. The tax collector of each municipality shall, at least five days next preceding the time when each tax becomes due and payable, give notice of the time and place at which the tax collector will receive such tax by advertising in a newspaper published in such municipality or, if no newspaper is published in such municipality, by advertising in any newspaper of the state having a general circulation in such municipality and by posting such notice on a signpost, a bulletin board or the municipality's Internet web site. The tax collector shall repeat such advertising within one week after such tax has become due and payable and, again, at least five days before such tax becomes delinquent. Each such notice shall give each date on which such tax shall become due and payable and each date on which such tax shall become delinquent, and shall state that, as soon as such tax becomes delinquent, it shall be subject to interest at the rate of one and one-half per cent of such tax for each month or fraction thereof which elapses from the time when such tax becomes due and payable until the same is paid. The tax collector of a municipality shall waive the interest on a taxpayer's delinquent property taxes if (1) the tax collector and the assessor, jointly, determine that the delinquency is attributable to an error by the tax assessor or tax collector and is not the result of any action or failure on the part of the taxpayer, and (2) such waiver is approved by vote of the legislative body of such municipality, or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen. The tax collector shall notify the taxing authority of the municipality of all waivers approved pursuant to this section.

Property Location TUFTS ST | Map ID 21/ / 377/ / | Bldg Name | State Use 100
Vision ID 9885 | Account # 0085642 | Bldg # 1 | Sec # 1 of 1 | Card # 1 of 1 | Print Date 8/20/2025 3:03:16 PM

CURRENT OWNER	TOPO	UTILITIES	STRT / ROAD	LOCATION
MARAGLINO MARK C + LYDIA F SURV	4 Rolling		1 Paved	

62 TUFTS STREET

BRISTOL CT 06010

SUPPLEMENTAL DATA

Alt Prcl ID	21*377	Side	S7
Census	04059		
Routing Nu	021/372	Historic Di	
Zone	R-10	I+E Receiv	
		Appeal His	
		GIS Tile Number	
Gis ID (Ac	0085642	Assoc Pid#	

CURRENT ASSESSMENT

Description	Code	Appraised	Assessed
RES LAND	1-1	5,600	3,920
	Total	5,600	3,920

6017

BRISTOL, CT

VISION

RECORD OF OWNERSHIP

	BK-VOL/PAGE		SALE DATE	Q/U	V/I	SALE PRICE	VC
MARAGLINO MARK C + LYDIA F SURV	2250	509	03-07-2023	U	V	350,000	27
RIDGEWOOD PROPERTIES LLC	2238	457	10-04-2022	U	V	190,000	27
CORNELL STEPHEN + AMANDA + NEWPOR	2236	967	09-15-2022	U	V	150,000	27
JEFFERSON STEPHEN M	2234	305	08-23-2022	U	V	0	01
JEFFERSON MARK	2179	662	05-17-2021	U	V		

PREVIOUS ASSESSMENTS (HISTORY)

Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
4000	500	3,920	2024	500	3,920	2023	500	3,920
	Total	3,920		Total	3,920		Total	3,920

EXEMPTIONS

Year	Code	Description	Amount
		Total	0.00

This signature acknowledges a visit by a Data Collector or Assessor

CITY OF BRISTOL

Revaluation: October 1, 2022

ASSESSING NEIGHBORHOOD

Nbhd	Nbhd Name	B	Tracing	Batch
0060				

NOTES

1997 6860 GL02 ACRAGE CORRECTION - F

ROM .25 TO .28

DATE OF DEATH FOR PATRICIA C JEFFERSON

WAS 12/14/20 2179/662 5/17/21

APPRAISED VALUE SUMMARY

Appraised Bldg. Value (Card)	0
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	0
Appraised Land Value (Bldg)	5,600
Special Land Value	0
Total Appraised Parcel Value	5,600
Valuation Method	C
Total Appraised Parcel Value	5,600

BUILDING PERMIT RECORD

Permit Id	Issue Date	Type	Description	Amount	Insp Date	% C	Date Comp	Comments

VISIT / CHANGE HISTORY

Date	Id	Ty	Is	Cd	Purpost/Result
10-03-2007	DAN			15	Field Review
11-20-2006	PS	01		99	Vacant Lnd Insp

LAND LINE VALUATION SECTION

B	Use Code	Description	Zone	Land Type	Frontage	Land Unit		Unit Price	Size Adj	Site Ind	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustmen	Adj Unit P	Land Valu
1	100	Vacant Land	R-10	Undevelop		0.28	AC	92,837.00	2.68496	1	1.00	IEX1	0.080	EXCESS LAND TO 9884	1.0000		5,600

Total Card Land Units 0.28 AC | Parcel Total Land Area 0.28 | Total Land Value 5,600

Bristol CONNECTICUT All Heart ™

Purchasing Department | Tel. 860.584.6195

MEMORANDUM

RECEIVED
2025 SEP -3 PM 4:25
TOWN AND CITY CLERK
BRISTOL, CT

To: Erica Cabiya, Town and City Clerk
Cc: Mayor Jeffrey Caggiano
Office of Corporation Counsel
Raymond Rogozinski, Public Works Director
William Stango, City Engineer
From: Nancy P. Haynes, Purchasing Agent
Date: September 3, 2025

Nancy P. Haynes

Re: Contract 2P25-056 Architectural/Engineering Services Relative to Renovation of Commercial Building Toward Use as Municipal Animal Control Facility

The City received and reviewed submissions from design teams for the preparation to replace an existing aged animal control facility on Vincent P Kelly Road with a larger facility, and has acquired a 10,600 square foot commercial building on a 2.69 acre land parcel at 30 Cross Street for use toward facility replacement. Following review of qualifications, and subsequent review of fee proposals and presentations from three of those firms, the review committee has recommended the selection of **Design Learned Inc.** as the design team most appropriate for work on the project.

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

> To award **Contract 2P25-056 Architectural/Engineering Services Relative to Renovation of Commercial Building Toward Use as Municipal Animal Control Facility** to **Design Learned Inc.** in the amount of **$460,880.00,** and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Please let me know if I can provide any further information regarding this contract.

Thank you for your consideration of this request.

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

Bristol CONNECTICUT All Heart ™

Purchasing Department | Tel. 860.584.6195

RECEIVED
2025 SEP -3 PM 4:25
TOWN AND CITY CLERK
BRISTOL, CT

MEMORANDUM

To: Erica Cabiya, City Clerk
Cc: Office of Corporation Counsel
Mayor Jeffrey Caggiano
Joshua Medeiros, PRYCS Director
From: Nancy P. Haynes, Purchasing Agent
Date: September 3, 2025

Nancy P. Haynes

Re: Contract 2C26-001 Replacement of Diving Boards and Starting Blocks for the Indoor Pool

The Purchasing Department received bids for replacement of diving boards and starting blocks for the indoor pool at the Dennis Malone Aquatic Center. The lowest responsive and responsible bidder was **Connecticut Custom Aquatics, LLC;** the firm's qualifications have been sufficiently and successfully reviewed by Purchasing and Parks staff.

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

> To award **Contract 2C26-001 Replacement of Diving Boards and Starting Blocks for the Indoor Pool** to **Connecticut Custom Aquatics, LLC** in the amount of **$117,057.80,** and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Thank you for consideration of this request.

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

Bristol CONNECTICUT All Heart™

RECEIVED
2025 SEP -4 PM 4:34
TOWN AND CITY CLERK
BRISTOL, CT

Purchasing Department | Tel. 860.584.6195

MEMORANDUM

To: Office of Town and City Clerk
Cc: Office of Corporation Counsel
Mayor Jeffrey Caggiano
Raymond Rogozinski, Public Works Director
From: Nancy P. Haynes, Purchasing Agent
Date: September 4, 2025

Nancy P. Haynes

Re: Contract 2C25-093 Heaters at Public Works Garage

The Purchasing Department received bids for the installation of gas heaters at its Public Works. The lowest responsive and responsible bidder was **Perfectemp. Inc.;** the firm's qualifications have been sufficiently and successfully reviewed by Purchasing and Public Works staff.

I therefore respectfully request that you include the following motion on the agenda for the next meeting of the City Council:

> To award **2C25-093 Heaters at Public Works Garage** to **Perfectemp Inc.** in the amount of **$139,853.00** and to authorize the Mayor or Acting Mayor to execute any and all documents necessary to effect said contract.

Thank you for consideration of this request.

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