Memo
To: Board of Selectman May 29, 2024 Meeting
From: Scott C. Jarzombek, Town Librarian
Subject: Library Contracts and Agreements

Below is a list of contracts and user agreements for the Fairfield Public Library presented to the Board of Selectmen for approval.

Data Axle
Product: Reference Solutions database
Description: Source of business and residential information for reference and research. Their business and consumer databases are continuously updated.
Terms: Annual
Cost: $10,500.00
Budget Line: 56180 Library Materials

Intuit
Product: Quickbooks
Description: Online accounting software for Trustee Revolving Fund and Friends
Term: Annual
Cost: $75.00
Budget Line: Trustee Revolving Fund

Tech Soup
Product: Tech Soup Membership
Description: Membership with pay-as-you-go offers for discounted technology products
Term: Annual
Cost: no cost for libraries
Budget Line: 53200 40200 Software

MUSEEC
Product: medici.tv
Description: The digital platform is home to video-on-demand catalogs of classical music.
Term: Annual
Cost: $2,440.00
Budget Line: 56180 Library Materials

SIRSIDYNIX
Product: Symphony, cloud migration, and related products
Description: The library's integrated library system (POT/membership database/inventory). This includes an additional 9,050 for cloud migration at the request of the IT department. SOL Source
Term: Annual
Cost: $119,127.20
Budget Line: 53200 40200 Software

Fairfield Public Library

Adobe
Product: Adobe Suite
Description: Software products
Term: Annual licenses
Cost: $1,348.25
Budget Line: 53200 40200 Software

Mango
Product: Mango Languages database
Description: Language learning database for patrons with over 70 languages and English Language learning.
Term: Annual
Cost: $6000
Budget Line: 56180 Library Materials

Jo-Ann Stores, LLC
Product: CreativeBug
Description: Database of online art & craft education resources. Patrons have unlimited access to thousands of video and live classes for every skill level.
Term: Annual
Cost: $2100.00
Budget Line: 56180 Library Materials

Dow Jones
Product: Wall Street Journal online
Description: Database provides access to current Wall Street Journal issues
Term: Annual
Cost: $1900.00
Budget Line: 56180 Library Materials

Terms and Conditions

Terms and Conditions for Use of Data Axle Inc.'s Data and Services

Please read these Terms and Conditions ("Terms") carefully as they create a legally binding agreement between you and Data Axle Inc. These Terms govern your use of the websites that link to these Terms. By using Data Axle's products and services ("Product Suite") via Data Axle's websites, you automatically agree to these Terms. Please note, we offer our Product Suite across numerous websites. Your use of Data Axle's Product Suite may be provided by Data Axle pursuant to a separate agreement. Those additional terms in the separate agreement become part of your agreement with us. Unless otherwise provided in a separate agreement, Data Axle grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Product Suite for your own internal purposes during the term of this agreement. If you do not agree to these Terms, please immediately cease any use of Data Axle's Product Suite.

Your Account

In order to use our Product Suite, you must: (i) be at least 18 years of age, (ii) create an account and a password on one of our websites; (iii) agree to these Terms; and (iv) provide true, complete, accurate, and current contact and billing information. An account may be assigned to you by your employer, educational institution, or other organization. If you are assigned an account, additional terms may apply and govern your use of the Product Suite. You may not share your account or password with any other person or entity. If you believe your account has been compromised, please contact Data Axle as soon as possible.

Term and Termination

When you agree to these Terms, the agreement between you and Data Axle begins. The agreement will last for as long as you have an account on one of Data Axle's websites or until we terminate your account in accordance with these Terms. Data Axle or you may terminate your account at any time and for any reason by providing the other party notice. We may suspend your account at any time, with or without cause.

Ownership

Data Axle owns all right, title, interest, and proprietary rights in the Product Suite, including, but not limited to, patents, trademarks, service marks, copyrights, trade secrets, and other intellectual property rights. If you provide suggestions, comments, ideas or recommendations, requests for enhancements, additional features or functionality, or other feedback to Data Axle (collectively "Feedback"), you hereby assign all right, title, interest, and proprietary rights, in and to the Feedback to Data Axle. All licenses granted to you pursuant to this agreement or any applicable agreement with Data Axle are expressly conditioned upon your compliance with these Terms. All rights not expressly granted hereunder are reserved to Data Axle. Any use of the Product Suite not expressly authorized in this agreement is strictly prohibited.

You represent and warrant that you either own or have the authority, license, or permission to use all material, content, data, and information that you provide to Data Axle in the course of using the Product Suite. You will retain ownership of the material, content, data, and information that you provide to Data Axle.

Rules and Restrictions

- Unless specifically authorized in advance and in writing by Data Axle, you will not share, sell, transfer or otherwise make the Product Suite available to any third person or entity. You will use your best efforts to prevent the misuse or unauthorized use of the Product Suite by any third person or entity.
- You may not disassemble, decompile, reverse engineer, modify, or otherwise alter the Product Suite or any part thereof.
- You may not access data not intended for your use.
- You may not log on to a server or an account that you are not authorized to access.
- You may not probe, scan, or test the vulnerability of a system or network.
- You may not attempt to breach security or authentication measures without proper authorization.
- You may not interfere with services to any user, host, or network, including, but not limited to, submitting a virus to any Data Axle website, overloading, flooding, spamming, mailbombing, or crashing.
- You will not use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search an Data Axle website other than the search engine and search agents available fr Data Axle on one of Data Axle's websites and other than generally available third-party web browsers (e.g. Netscape Navigator, Microsoft Ex
- You may not use the Product Suite to store or transmit data that infringe a third party's privacy right or intellectual property right.

You will not use the Product Suite for consumer credit purposes, underwriting consumer insurance, employment purposes, tenant screening purposes, for any other purpose covered by the federal Fair Credit Reporting Act or for any other purpose not expressly authorized under these Terms.

- You may not use data derived from the Product Suite for the purpose of soliciting survivors of deceased persons.
- You will get and maintain all necessary permissions and valid consents required to lawfully transfer data to Data Axle and to enable such data to be lawfully collected, processed, and shared by Data Axle for the purposes of providing the Product Suite or as otherwise directed by you.
- You may not send Spam of any sort.
- You will not use the Product Suite to create, send, or display pornography, sexually explicit content, or campaigns promoting or supporting terrorism or violent extremism.
- You will not use purchases, rented, or third-party lists of email address.
- You agree and warrant that your use of the Product Suite will comply with all applicable federal, state, local, and foreign laws, statutes, rules, and regulations ("Laws"), including, but not limited to, CAN-SPAM Act, COPPA, the Telephone Consumer Protection Act, any State Registry laws, do-not-call lists, Canada's Anti-Spam Law, and all applicable guidelines of the Direct Marketing Association ("DMA"). You shall be responsible for compliance in connection with your use of the Data. If you are not a member of the DMA, you will use your best efforts to comply with the DMA's guidelines. You acknowledge and agree that it is your sole responsibility to determine the applicability of, and ensure your own compliance with, any such Laws.
- You will comply with all Laws applicable to the campaigns sent through the Product Suite, including those relating to (i) acquiring consents (where required) to lawfully send campaigns, (b) the content included in the campaigns, and (c) your campaign deployment practices.
- You acknowledge that certain data from the Product Suite may include names and phone numbers that appear on one or more do-not-contact lists maintained by a federal, state, provincial, or other governmental entity or whose use may otherwise be regulated. You are responsible for subscribing to all applicable do-not-contact lists and you further agree to comply with all such relevant Laws, including those and you further agree to comply with all such relevant Laws relating to any such do-not-contact lists.
- Data Axle reserves the right to review your use of the Product Suite to ensure compliance with these Terms, but any failure of Data Axle to review such use will not constitute acceptance of such use or waive any of Data Axle's rights hereunder or limit any of your obligations with respect to these Terms and the Product Suite.
- Data Axle further reserves the right to require additional terms and conditions, or require you to enter into additional agreements, prior to providing you with access to the Product Suite.

Privacy

By accessing one of Data Axle's websites, you consent to Data Axle's Privacy Policy. The terms of the Privacy Policy are incorporated herein.

Disclaimer of Warranties

THE PRODUCT SUITE ARE PROVIDED ON AN "AS-IS" BASIS AND DATA AXLE HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR RESULTS TO BE DERIVED FROM THE USE OF THE PRODUCT SUITE. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, NEITHER DATA AXLE NOR ANY OF ITS THIRD-PARTY SUPPLIERS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPREHENSIVENESS OR COMPLETENESS OF THE PRODUCT SUITE NOR THAT THEY WILL BE UNINTERRUPTED. EXCEPT WHERE OTHERWISE PROHIBITED OR LIMITED BY LAW,

Limitation of Liability

IN NO EVENT WILL DATA AXLE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" ARISING OUT OF OR RELATING TO THESE TERMS OR THE PRODUCT SUITE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, UNAUTHORIZED ACCESS, THEFT, STRIKES, OR ANY FORCE MAJEURE. YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THE PRODUCT SUITE.

Indemnification

You agree to indemnify, defend, and hold harmless Data Axle, its stockholders, directors, officers, employees, independent contractors, and agents against any claim, demand, loss, liability, damage, injury cost, or expense (including attorneys' fees and legal costs) which arises, directly or indirectly, out of your violation of these Terms or your use of the Product Suite.

Additional Remedy of Termination
In addition to all other legal rights and remedies available to Data Axle for any apparent, threatened, or actual breach or violation of these Terms by you, Data Axle has the right to terminate your account and demand immediate return or destruction of any data accessed from the Product Suite at any time if Data Axle believes you are not complying in full with these Terms.

No Assignment by you
you may not assign your rights or obligations under these Terms to any other person or entity without the prior written consent of Data Axle, whether by operation of law or otherwise, and any attempt to do so shall be void.

Governing Law; Jurisdiction
All matters relating to these Terms and the Product Suite shall be governed by and construed under the laws of the State of Nebraska, without regard for the principles of conflicts of law of that State or any other state. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Douglas County, Nebraska. You agree to submit to the exclusive jurisdiction of those courts and waive any objections to the venue of any such proceeding in those courts.

File Management Library
Certain Product Suite, including Salesgenie, may include a file management library allowing you to store and access certain marketing creative (e.g. your logos, email creative, images) and other documents (collectively, “Marketing Content”) for your internal use. Any such Marketing Content and art will remain your property; however, you give Data Axle permission to host, store, and to allow access to your users. You are solely responsible for ensuring that you have all necessary rights and license to the Marketing Content and to use that Marketing Content in connection with the Product Suite. Data Axle is not responsible for actions you take with respect to your Marketing Content. You agree to not upload Marketing Content that, or otherwise use the Product Suite, to: (i) violate the intellectual property rights of any third party; (ii) engage in or promote illegal activity; or (iii) distribute viruses, worms, or other malware or malicious software. We reserve the right to delete or disable content alleged to violate the foregoing; however, Data Axle has no obligation to monitor or review your Marketing Content. You acknowledge that any file management library is made available for your convenience and is not intended to be used as a data backup service or in connection with disaster recovery. You are responsible for maintaining independent copies of all Marketing Content, including backup copies. Marketing Content is subject to deletion upon termination.

Changes
Data Axle reserves the right to make changes to the Terms at any time, with our without notice to you. The new Terms will take effect immediately upon posting and apply to your continued use of the Product Suite. Data Axle may change the Product Suite or discontinue the Product Suite at any time.

Entire Agreement
These Terms and any additional agreements contain the entire understanding between you and Data Axle and supersede any prior understandings or agreements, oral or written, relating to the subject matter of these Terms. These Terms may only be amended by a document signed by you and Data Axle. No waiver of any breach of these Terms shall be deemed a waiver of a future breach, whether of a similar or different nature, and no waiver shall be effective unless in writing signed by the waiving party.

If there is a conflict between these Terms and any agreement where you were assigned an account, the agreement where you were assigned an account will control to the extent of the conflict.

Credit Solutions Terms and Conditions

INTUIT WEBSITE TERMS OF SERVICE

Version 09012023

SECTION A TERMS

Introduction and Overview

Thank you for choosing Intuit Inc. We provide a platform (the "Platform") that encompasses (1) a variety of services, including TurboTax, QuickBooks, and Mint (each, a "Service"); and (2) installable software (including our desktop and mobile applications), any accompanying documentation, and any updates to such software or documentation (collectively, "Software").

Intuit Inc., along with any parent, subsidiary, affiliate, or related companies (including those listed here and at https://www.intuit.com/legal/intuit-group-companies/) are referred to in these provisions as "Intuit Group Companies" or simply "Intuit" or "us."

When you use the Platform, you enter into a binding contract with us. Each section of the agreement begins with an italicized annotation that is intended to help you navigate the agreement. The annotations do not completely summarize the agreement, though, and you should read each section carefully and in full. We've also **bolded** a few areas that talk about important legal rights, and you should be sure to read those sections carefully. These provisions in Section A apply to the Platform generally and are separate from the provisions in Section B which include additional provisions for your use of specific Intuit Software or Services.

If you are an individual acting on your company's or client's behalf, you accept these provisions on their behalf and the term "you" will refer to you, your company, or your client.

Agreement to These Terms

You need to agree to these terms to use our Platform. By using the Platform, you are instructing us to share your data across our Platform for marketing, eligibility, and other purposes described in our Global Privacy Statement, consistent with applicable law. This data may include credit information and other information we obtain from third parties.

To access and/or use the Platform, you acknowledge and agree:

- To the terms and conditions of this agreement ("Agreement"), which includes:
  - Intuit's Global Privacy Statement;
  - The current version of the terms set out in Section A and Section B; and
  - Any additional provisions and conditions provided separately to you for your use of the Platform, which may include terms and conditions from third parties (which we refer to as "Additional Terms")
- You are at least 18 years of age;
- You are capable of forming a binding contract with Intuit
- You are not based in Cuba, Iran, North Korea, Syria, the Crimea, Donetsk ("DNR"), and Luhansk ("LNR") regions of the Ukraine or any other territory that is subject to a government embargo or comprehensive sanctions (Russia), or are not otherwise prohibited from using the Platform under the laws and regulations of the United States, or any other applicable jurisdiction
- You are not included in lists maintained by the United States or other applicable jurisdictions prohibiting transactions with and the export of US products to certain entities, people, and jurisdictions

You understand that by using certain Services, you are providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law to permit Intuit Inc. and its affiliated companies to obtain and periodically refresh your credit information and other information about you from third parties for marketing, eligibility, and other purposes described in Intuit's Global Privacy Statement. You understand that your instructions authorize Intuit and its affiliated companies to obtain such information now and periodically in the future for as long as you have a registered Intuit account. We will stop refreshing your credit information when you cancel your account through your account settings.

Your Personal Information

We want to be transparent about how we use personal information and about your rights in our Privacy Statement. You should only provide us with personal information of others if you have received permission to do so.

You agree that Intuit may use and maintain your personal information according to Intuit's Global Privacy Statement and any changes published by Intuit.

To the extent we allow you to input personal information (as the term is defined under applicable law) about other individuals other than yourself, you represent and warrant that you have complied with all applicable laws and received the proper authority or consent to allow us to collect and process such information to operate our business, in accordance with our Global Privacy Statement. You further agree that, other than with respect to information furnished to TurboTax in connection with the preparation of an individual tax return, any sharing of personal information among Intuit Group Companies is contemplated as part of the Platform. You agree such sharing does not constitute a "sale" of information as defined under the California Consumer Privacy Act (CCPA).

Changes

Change happens. When it does happen, we will update this Agreement. If the changes are material, you may need to accept the changes to use the Platform. Similarly, there may be circumstances where we need to update or discontinue the Platform.

We may modify the provisions of this Agreement at any time. We may notify you of such modifications by posting through the Platform or on our website or by other means. It is important that you review this Agreement whenever we modify it because your continued use of the Platform indicates your agreement to the modifications.

In some cases, you may need to accept changes to this Agreement to continue using the Platform. If you do not agree to the changes, you may stop using the Platform or terminate your account.

Similarly, we may update the Platform, including with tools, utilities, improvements or third party applications. You agree to receive these updates. We may further modify, suspend or discontinue the Platform at any time. You agree that we will not be liable to you or any third party for any modification, suspensions, or discontinuance of the Platform.

Your Rights to Use the Platform

You can use our Platform for your own personal and lawful use or as otherwise permitted under this Agreement.

Except as set forth in the Section B terms, you may access and use the Platform for your own internal, lawful and non-commercial purposes only.

Beta Features

We may provide you with access to beta features in the Platform. You are free to use them, but they are provided as-is.

We may include new and/or updated pre-release and trial features in the Platform and such features are provided as-is. Your use of such features is at no additional cost but you must follow additional rules or restrictions that we may place on their use.

Account

You will provide accurate, up-to-date account information and securely manage such information.

You may need to sign up for an account to use the Platform. We may need to verify your identity and you authorize us to collect information (e.g., date of birth, address) from you to do so (collectively, with all information requested to enable your account, "Account Information"). You will provide accurate, up-to-date Account Information, and we disclaim any liability arising from your failure to do so. Such failure may further limit your ability to use the Platform and affect the Platform's accuracy and effectiveness.

You are responsible for securely managing your Account Information, including any password(s) for the Platform. You will notify us immediately if you believe that your Account Information or device you use to access the Platform has been lost or stolen or that someone is using your account without your permission.

Payment & Cancellations

Some Services may be free, others may have costs associated. For those with costs, we may charge your payment method for fees or on a subscription basis. You may cancel your subscription at any time (but you may not receive a refund).

We may require payment of fees or a subscription charge for use of the Platform (or certain portions of the Platform) and you agree to pay such fees. If you registered for a trial, you may need to purchase the Platform before the trial ends in order to retain access to any content provided to, or created through, the Platform.

Payments will be billed in U.S. dollars, and your account will be charged upon purchase and when you provide your payment information, unless stated otherwise in applicable payment provisions. If your payment information is not accurate, current, and complete, we may suspend or terminate your account. If you do not notify us of updates to your payment information, we may participate in programs supported by your card provider to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.

You may be charged a subscription fee in advance on an annual basis or other recurring interval disclosed to you prior to your purchase. For annual subscriptions, we will send you a reminder with the then-current subscription fee no less than thirty (30) days and no more than sixty (60) days before your subscription term ends, or otherwise as required by applicable law. Intuit may change the price for recurring subscription fees from time to time with notice to you. Price changes will take effect at the start of the next subscription period following the date of the price change. If you do not agree with the price change, you may unsubscribe prior to the price change going into effect.

Your payment to Intuit will automatically renew at the end of the applicable subscription period but you can cancel a subscription at any time. Subscription cancellations will take effect the day after the last day of the current subscription period. If you cancel in the middle of a subscription period, you will be able to continue to access and use the applicable Service until the end of your subscription period. We do not provide refunds or credits for any cancellations or partial subscription period.

Desktop and Mobile App Use

Desktop and Mobile versions of our Platform may be available for download but you must follow applicable third-party terms when using them.

The Platform may be available through one or more apps for a compatible desktop computer or mobile device. You agree that you are solely responsible for any applicable changes, updates and fees as well as complying with the provisions of your agreement with your telecommunications provider and any third-party mobile app marketplace.

With respect to the applicable Software, you are only granted limited rights to install and use the Software you have downloaded, signed up for or for which you have purchased a license or acquired a free trial. Intuit reserves all other rights in the applicable Software not granted to you in writing in this Agreement. Conditioned upon your compliance with the terms and conditions of this Agreement (including all payment obligations), Intuit grants you a personal, limited, nonexclusive, nontransferable, revocable license to use the applicable Software only for the period of use provided in the ordering and activation terms (as applicable), as set forth in this Agreement or in Intuit's then-current product discontinuation policies (as updated from time to time) and only for the purposes described by Intuit for the applicable Software.

You acknowledge and agree that such Software is licensed, not sold.

You may make a single copy of the Software for backup purposes, provided that you reproduce on it all copyright and other proprietary notices that are on the original copy of the Software. You will not delete or in any manner alter the copyright, trademark and other proprietary rights notices or markings appearing on the Software as delivered to you.

Advice and Third Party Services and Products

You may have access to professional advice and third-party products. Any such advice and products are not covered under this Agreement.

We may offer specific functionality in the Platform that provides you with the opportunity to seek professional advice, for example, the ability to speak with a tax expert. Unless specifically disclosed, Intuit is not in the business of providing legal, financial, accounting, tax, health care, insurance, real estate or other professional service or advice, and you should consult with professionals for advice prior to making important decisions in these areas.

The Platform may also include information about or offers for third-party services or products or allow you to connect your account to or otherwise access third-party services or products. Intuit does not warrant, and is not responsible for, such third party services and products or claims made about them, or the actions or inactions of any third party. You must review and comply with any Additional Terms. Intuit may be compensated by those third parties, which could impact whether, how and where the services and products are displayed.

Content and Data

What's yours remains yours, what's ours remains ours, but we may use information you provide to improve our Platform.

You are solely responsible for anything you write, submit, receive, share and store or any data you input into the Platform (collectively, your "Content"). Content includes, but is not limited to, data, information, materials, text, graphics, images, audio, video that are uploaded, transmitted, posted, generated, stored, or otherwise made available through the Platform. You have no obligation to provide any content to the Platform, and you're free to choose the content that you want to provide. You acknowledge certain functionality in the Platform may be dependent on the provision of Content and may not be available without such Content.

Your Content remains yours, which means that you retain any intellectual property rights that you have in your Content. By sharing your Content on the Platform, you hereby grant Intuit a license to use your Content, as described in more detail below.

1. What's covered

This license covers your Content to the extent your Content is protected by intellectual property rights.

2. Scope

This license is:

- Worldwide, which means it's valid anywhere in the world;
- Non-exclusive, which means you can license your Content to others; and
- Royalty-free, which means there are no fees for this license

3. Rights

This license allows Intuit to:

- Host, reproduce, distribute, communicate, sublicense and use your Content — for example, to save your Content on our systems and make it accessible from anywhere you go;
- Publish or publicly display your Content, if you've made it visible to others; and
- Modify and create derivative works based on your Content, such as reformatting or translating it

4. Purpose

This license is for the limited purpose of:

Operating, providing and improving the Platform, which means allowing the Platform to work as designed and creating new features and functionalities.

5. Duration

This license lasts for as long as your Content is protected by intellectual property rights.

Intuit may collect, derive or generate deidentified and/or aggregated data regarding your usage of or the performance of the Platform, including data derived from your Content. Intuit will own all such data and may use this data without restriction, including, but not limited to, operating, analyzing, improving, or marketing Intuit's products and services, including the Platform.

As between you and Intuit, Intuit and its licensors retain all right, title or interest in and to the Platform, except for the rights granted to you.

Prohibited Uses

We expect you to obey the law and follow certain rules in using the Platform.

Intuit does not condone or support any activity that is illegal, violates the rights of others, harms or damages Intuit's reputation, or could cause Intuit to be liable to a third party. At minimum, you may not use the Platform to:

- Violate any law, regulation, executive order or ordinance, including through actions that give rise to criminal, civil, administrative or regulatory liability and/or fines;
- Post, generate, or share Content that is or may be illegal or inappropriate, including material that may be defamatory, obscene, harassing, offensive, fraudulent, objectionable, false or misleading or infringing;
- Transmit any virus, trojan horse, or other disruptive or harmful software or data;
- Send any unsolicited or unauthorized advertising, such as spam;
- Impersonate or misrepresent your affiliation with Intuit;

- Reproduce, modify, resell, license, or provide free or unauthorized access to the Platform or make the Platform available on any file-sharing, virtual desktop or application hosting service;
- Attempt to reverse engineer, decompile or disassemble in any way any of the Platform;
- Engage in unauthorized access, monitoring, interference with, or use of the Platform or third party accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that doesn't belong to you;
- Use the Platform for general archiving or back-up purposes; or
- Encourage or enable any other individual to do any of the above or otherwise violate this Agreement.

We take copyright seriously at Intuit. We respect the copyrights of others and expect you to do the same. If you repeatedly infringe the copyrights of others, we may terminate your account.

Intuit may terminate your use of the Platform based on our reasonable suspicion that your activities, business or products are objectionable or promote, support or engage in any of the prohibited uses described above.

Intuit may (but has no obligation to) monitor the use of the Platform or Content and may edit or remove any Content. We may disclose any information necessary to satisfy our legal obligations, protect Intuit or its customers, or operate the Platform properly.

Community Forums; Feedback

You may be able to communicate with others through our Platform but please be respectful. Suggestions you provide for improving our Platform may be used freely by us.

The Platform may include a community forum or other social features that enable you to exchange Content and information with other users of the Platform and the public. Intuit does not support and is not responsible for the Content in these community forums. Please be respectful when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Intuit is not responsible.

You may provide Intuit your feedback, suggestions, or ideas for the Platform. You grant Intuit a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use your feedback, suggestions, and ideas in any way, including in future modifications of the Platform, other products or services, advertising or marketing materials.

Chatbots

We may use Chatbots to optimize your experience. These technologies are evolving and may have limitations.

When you use the Platform, you may use or interact with automated features like chatbots, digital assistants, conversational experiences powered by artificial intelligence, or similar technologies ("Chatbots"). Information generated by Chatbots may not be unique.

While Chatbots are designed to improve your experience, these technologies are evolving and may have limitations such as generating outputs that are inaccurate or inappropriate to your situation.

Termination

You may cancel your account and Intuit may suspend or terminate your use of the Platform. For mobile apps, removing the app may not cancel your subscription or delete your data.

This Agreement is effective until your subscription expires or you cancel your account or Intuit terminates this Agreement (or your account). Intuit may terminate this Agreement (and your account) or suspend the Platform at any time in our discretion.

Please note that removing an Intuit mobile app from your device may not cancel your subscription or delete your data. If you want to cancel your subscription for a Service, please follow the applicable Service instructions. If you wish to delete your data from a Service, please log into One Intuit Account Manager and follow the instructions under the respective data and privacy settings or follow the instructions in our Global Privacy Statement.

Effect of Termination

You must stop using the Platform once your subscription expires or you cancel your account (or if this Agreement or your account is terminated).

Upon expiration of your subscription or cancellation of your account, or Intuit's termination of your account or this Agreement, you must immediately stop using the Platform and pay all fees for Platform used. No expiration or termination will affect your obligation to pay all fees due or that may have accrued through the effective date of expiration or termination or entitle you to any refund.

Survival

There are a few parts of this Agreement that will continue to apply after termination.

The following Sections will survive any termination, discontinuation or cancellation of the Platform or your account: "Your Personal Information," "Payment and Cancellations" (with respect to fees due and unpaid), "Content and Data," "Community Forums; Feedback," "Effect of Termination," "Disclaimers," "Limitation of Liability," "Indemnity Obligations," "Disputes," and "General Terms (Miscellaneous)".

Intuit Communications

We may contact you from time to time to support your use of the Platform.

In order to properly support and serve you, we occasionally need to reach out and contact you, and may do so in a variety of ways such as via text message, email or messaging functionality in the Platform. We want to provide you options for receiving communications from us, and as such you may opt-in or opt-out of receiving certain types of communications from us or sign up to receive certain kinds of messages from us, depending on the Platform. You will need to notify us of any changes to your contact details to ensure your preferences are updated.

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that Intuit may use your telephone number for multi-factor authentication ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve Intuit sending text messages containing security codes to your telephone number. You agree to receive these texts from Intuit containing security codes as part of the MFA process. In addition, you agree that Intuit may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

Third Party Account Information

Intuit is not responsible for any account information obtained from third parties.

When you direct Intuit to retrieve your account information from third parties, you authorize and permit us to use and store that information and other information you submit through the Platform (such as usernames and passwords) for purposes of providing the Platform and Services to you. You grant Intuit a limited power of attorney to access those accounts and retrieve your account information, without additional notice to you. Intuit will be acting as your agent and will not be acting on behalf of the third party.

Intuit does not review third party account information for accuracy and is not responsible for any issues or expenses resulting from such account information, including any inaccuracy, error, delay, or non-delivery. For clarity, Intuit is not responsible for any payment processing errors or fees arising from inaccurate account information provided by third parties.

Disclaimers

We don't make any warranties about the Platform except as expressly stated in this Agreement.

The only warranties we make about the Platform are (1) stated in this Agreement, or (2) as provided under applicable laws. The Platform is otherwise provided "as-is," and we do not make any other warranties about the Platform. Unless required by law, we do not provide implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the Platform is error-free, secure, or free from any viruses or other harmful components. We also do not provide any warranties with respect to data loss or to the accuracy, reliability, or availability of the Platform, nor of any content (including any Content) or information made available in the Platform. If the exclusions for implied warranties do not apply to you, any implied warranties are limited to sixty (60) days from the date of purchase or delivery of the Platform, whichever is sooner.

Limitation of Liability

Our liability is limited when it comes to issues you may encounter with our Platform.

Other than the rights and responsibilities described in this Agreement and as allowed by applicable law, Intuit won't be responsible for any losses.

- The total aggregate liability of Intuit and our third party providers, licensors, distributors or suppliers ("Intuit Parties") arising out of or relating to this Agreement is limited to the greater of: (1) the fees that you paid to use the relevant Service(s) in the 12 months before the breach or (2) $100.
- The Intuit Parties won't be responsible for the following:

  - Loss of data, profits, revenues, business opportunities, goodwill or anticipated savings;
  - Indirect, incidental, or consequential loss;
  - Punitive damages; or
  - Damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, viruses, or spyware.

The above limitations apply even if the Intuit Parties have been advised of the possibility of such damages. This Agreement sets forth your exclusive remedy with respect to the Platform and its use.

If you're legally exempt from certain responsibilities, including indemnification, then those responsibilities don't apply to you under this Agreement. For example, the United Nations enjoys certain immunities from legal obligations and this Agreement doesn't override those immunities.

Indemnity Obligations

If someone sues us because you used the Platform unlawfully or didn't follow our rules, you will be responsible for any harm to us.

You will indemnify and hold harmless the Intuit Parties for any losses, damages, judgments, fines, costs and expenses (including legal fees) in connection with any claims arising out of or relating to your unlawful or unauthorized use of the Platform or violation of this Agreement. Intuit reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any claims. You agree to reasonably cooperate as requested by Intuit in the defense of any claims.

Disputes

In the event we are unable to resolve any dispute through an informal dialogue, a third-party arbitrator or small claims court will help us resolve any disputes we might have, and any disputes will be resolved on an individual basis rather than as a class action.

If you are a U.S. customer:

You and Intuit agree that, except as provided below, any dispute, claim or controversy arising out of or relating in any way to the Platform or this Agreement (a "Claim") will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction.

Either you or Intuit can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Intuit may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in the Superior Court of California, County of Santa Clara.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and Intuit are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and/or the termination of your account.

If you elect to seek arbitration, you must first send to Intuit a written notice of your Claim (**"**Notice of Claim**"**). The Notice of Claim to Intuit should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like Intuit to use to contact you. If Intuit elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by Intuit, must (a) describe the nature and basis of the Claim or dispute; and (b) set forth the specific amount of damages or other relief sought.

You and Intuit agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and Intuit therefore agree that, after a Notice of Claim is sent but before either you or Intuit commence arbitration or file a Claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if Intuit is represented by counsel, its counsel may participate in the conference as well, but Intuit agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or Intuit may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a Claim in small claims court unless you and Intuit are unable to resolve the Claim within sixty (60) days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with Intuit during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Intuit agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association (**"**AAA**"**) will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by this Agreement. Unless Intuit and you agree otherwise, any arbitration hearings will take place in the county (or parish) of either your residence or of the mailing address you provided in your Notice of Claim.

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of Arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and an Intuit company representative shall appear at the administrative conference via telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. Intuit will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of this Agreement.

Unless you or Intuit seek to have a Claim resolved in small claims court, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by you or Intuit and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Intuit prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but Intuit will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Santa Clara County, California. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Intuit will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Intuit, and you and Intuit waive any objection to such fee modification.

You and Intuit agree that each may bring Claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, if you have elected arbitration, unless both you and Intuit agree otherwise, the arbitrator may not consolidate any other person's Claims with your Claims and may not otherwise preside over any form of a representative or class proceeding. If Intuit believes that any Claim you have filed in arbitration or in court is inconsistent with the limitations in this paragraph, then you agree that Intuit may seek an order from a court determining whether your Claim is within the scope of the Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Disputes Section shall be null and void.

General Terms (Miscellaneous)

This Agreement, including any Section B terms, is the entire agreement between you and Intuit and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter.

Governing Law

The laws of California govern this Agreement and any disputes that may arise.

California law and the Federal Arbitration Act will govern all disputes arising out of or relating to the Platform, this Agreement and any Additional Terms, regardless of conflict of laws rules.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Compliance with Global Trade Laws and Restrictions

You are allowed to use the Platform under the laws of the U.S. and other applicable territories. The Platform shall not be exported to jurisdictions that are subject to government embargos or comprehensive sanctions.

You agree that you and anyone who uses the Platform, including the related website, online services and mobile apps, are not prohibited from using the Platform under the laws and regulations of the United States or other applicable jurisdiction. For example, You will not use, export, re-export, import, sell, release, or transfer the Platform, the Software or the Service directly or indirectly, except as authorized by United States law, the laws of the jurisdiction where the Platform and Software are made available, and any other applicable laws and regulations. In particular, but without limitation, the Platform, Software, Services, source code, and technology may not be exported, or re-exported, transferred, or released (a) into any U.S. embargoed and comprehensively sanctioned jurisdiction (Cuba, Iran, North Korea, Syria and the Crimea, Donetsk ("DNR"), and Luhansk ("LNR") regions of the Ukraine) and Russia; or (b) to anyone included in the U.S. Treasury Department's list of Specially Designated Nationals or on any other applicable restricted party lists. You also agree that you will not use the Platform, Software and Services for any purposes prohibited by United States law. In addition, you certify that neither you nor any principals, officers, directors, or any person or entity (including any beneficiaries, owners, affiliated and/or associated parties) you know to be directly involved with the use of the Platform, Software and the Services are not: (a) on any sanctions lists in the countries where the Platform, Software and Services are available, (b) doing business in any of the U.S. embargoed countries, and (c) a military end user as defined in 15 C.F.R § 744.

Government End Users of Software

Even if you are a government end user, your rights to Software are limited to what is described in this Agreement.

The Software is a "commercial item" as that term is defined in FAR 2.101, consisting of "commercial computer software," as such term is used in FAR 12.212 and DFARS 227.7202. If the Software is being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software will be only those specified in this Agreement.

Waiver

If we waive some of our rights under this Agreement, it doesn't mean we waive our rights in other circumstances.

Intuit's failure to act or enforce any of its rights does not constitute a waiver of any of our rights. Any waiver by Intuit of any of the provisions in the Agreement must be made in writing and signed by a duly authorized officer of Intuit.

Assignment

You can't transfer this Agreement or your right to use the Platform to someone else without our permission.

Intuit may assign or transfer this Agreement to any party at any time without notice to you. You may not assign your rights under this Agreement, by operation of law or otherwise, without our consent. Any attempts to do so without our consent will be void.

Severability

If a court voids a term of this Agreement, the other terms will not be affected.

If any provision of this Agreement is unlawful, void, or unenforceable for any reason, then that provision will be severed and the remaining provisions will remain in full force and effect.

Contact Information

If you have any questions about the Platform or this Agreement, please contact Intuit support.

TechSoup Global Terms of Use

Last Modified: January 16, 2019

1. Agreement to Terms

TechSoup Global ("TechSoup Global", "we", or "us"), allows you access to and use of this site ("Site") subject to these terms of use (the "Terms"). Specific services available through the Site may include additional terms, which are hereby incorporated into these Terms. Please read both these Terms and any additional terms carefully before accessing or using the Site. TO USE THE SITE, YOU MUST FIRST AGREE TO THESE TERMS. BY USING OR ACCESSING THE SITE, YOU ACCEPT THESE TERMS AND REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "YOU" OR "YOUR" WILL REFER TO SUCH ENTITY.

2. Modification of Terms

We may amend these Terms from time to time. If we make material changes to the Terms, we will notify you by posting a prominent notice on the Site. Any changes to these Terms will be effective immediately for new users of our Site; otherwise these changes will be effective immediately upon our posting of a notice on our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of, and agreement to be bound by, such changes.

3. Your Information and Account

For certain uses of the Site, TechSoup Global may require you to provide information about yourself (such as contact information) or to create a user account ("Account"). You agree that any information that you provide will be correct, complete, and up to date. You will be responsible for all activities that occur under your Account and therefore you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your Account or if you believe that your password is no longer confidential. We reserve the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use. You will not provide any false information as part of your Account information or in connection with the Site.

4. Site Conduct

When using the Site, you agree to comply with the following guidelines:

- you may not post or transmit information, data, text, software, graphics, sound, photographs, video, messages, or other content (collectively, "Content") that is unlawful, harassing, inaccurate, libelous, defamatory, obscene, fraudulent, harmful, threatening, abusive, hateful, or is otherwise determined to be objectionable by us;
- you may not engage in any conduct that interferes with anyone's use of the Site or which, as determined by us, may harm TechSoup Global, users of the Site, or any third party;
- you will not post or upload any virus, time bomb, worm, corrupted file, or other software routine capable of disrupting, disabling, harming the operation of, or providing unauthorized access, to the Site;
- you will comply with all of these Terms and any applicable laws or regulations (including any laws regarding the export of data or software to and from the United States or other relevant countries);
- you may not use the Site to advertise or sell products or services to others or engage in activities such as contests, sweepstakes, or pyramid schemes;
- you may not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- you may not post or transmit Content that you do not have a right to post or transmit under any law or under contractual or fiduciary relationships (such as inside information, confidential information, etc.); and
- you may not use the Site to solicit, collect or store personal data or passwords of other users.

5. Violation of Terms & Termination

If you violate any of these Terms or other user guidelines posted on the Site, or if we believe that your conduct or Content is offensive or illegal, violates the rights of, harms, or threatens to harm third parties, or may create liability for TechSoup Global or third parties, we reserve the right (but are not obligated) to investigate and take appropriate legal action in our sole discretion, including but not limited to removing Content from the Site, notifying the appropriate authorities, barring you from accessing the Site, and terminating your Account.

These Terms will remain in full force and effect while you use the Site or maintain an Account. You may terminate your Account at any time and for any reason through the appropriate account management page on the Site. We have the right to terminate your Account, immediately effective upon sending notice to you at the e-mail address you provide in your Account. You agree that we will have no liability to you for any costs, expenses, losses, damages, or liabilities arising out of or relating to our termination of your Account or your access to and use of the Site. Even after your Account is terminated for any reason, the following provisions of these Terms will remain in effect: 5 (Violation of Terms), 6 (Submission of Content), 7 (Ownership of Content), 8 (Trademarks), 12 (Indemnification), 13 (Disclaimer of Warranty), 14 (Limitation of Liability), 19 (Governing Law), and 20 (Arbitration).

Without limiting the foregoing, if you use, copy, distribute, sell, display, perform, sublicense or prepare derivative works of any part of the Site in breach of these Terms, your right to use the Site will cease immediately and you must return or destroy any copies of Site materials you have made. You may also be liable to us for any damages that result from your breach.

6. Submission of Content

You grant to TechSoup Global a world-wide, royalty-free, perpetual, irrevocable, transferable, non-exclusive and fully sub licensable right and license to use, reproduce, modify, adapt, publish, translate, prepare derivative works of, distribute, perform and display any and all Content (in whole or part) that you post or submit to the Site ("User Content"), and to incorporate the User Content in other works, in any form, media, or technology now known or later developed. You represent and warrant that: (a) you have the right to grant the foregoing license and to post and submit the User Content; and (b) the User Content will not infringe, misappropriate, or violate any third party rights (including any intellectual property rights). You are solely responsible for your User Content. We are not responsible or liable to you or any third party for the content or accuracy of any User Content posted by you or any user of the Site. We reserve the right in our sole discretion to delete any Content submitted to or appearing on the Site.

7. Ownership of Content and Intellectual Property Rights

TechSoup Global and its licensors own the Site and all Content therein (other than your User Content) ("Site Content") and all worldwide intellectual property rights relating to the foregoing. Except as expressly authorized by TechSoup Global, you may not copy, distribute, sell, lease, perform, display, sublicense, modify or prepare derivative works of the Site or Site Content, in whole or in part. We reserve all rights not expressly granted to you under these Terms. Any use of the Site not expressly permitted by these Terms will be deemed a breach of these Terms and may violate copyright, trademark, and other laws.

We will treat any feedback or suggestions you provide to as non-confidential and non-proprietary. You grant TechSoup Global the right to use any feedback or suggestions you provide in any manner and for any purpose without any obligation to compensate you.

8. Trademarks

TechSoup Global's name and logo, and all related names, logos, product and service names, designs, and slogans, are trademarks of TechSoup Global or its affiliates or licensors. You must not use any such trademarks without the prior written permission of TechSoup Global. All third party trademarks on the Site are the property of their respective owners and you should contact them directly for information related to use/licensing.

9. Third Party Links and Third Parties on the Site

TechSoup Global or third parties may provide on the Site links to other Internet sites or services ("Third Party Sites and Services"). We have no control over Third Party Sites and Services, and we are not responsible for any Third Party Sites and Services or the information, material, products or services contained on or accessible through Third Party Sites and Services. You acknowledge that TechSoup Global is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance upon any such information, material, products, or services. Many Third Party Sites and Services have their own terms of use and privacy policies that differ from ours. TechSoup Global's Terms and Privacy Policy only apply to our Site and do not apply to any Third Party Sites and Services.

We may allow third parties to provide certain information displayed on the Site. Any third-party information is not sponsored, endorsed, recommended, or licensed by TechSoup Global. You should directly contact the third parties and/or their references for the most accurate information.

Your interaction, correspondence, or transactions with third parties using the Site, including participation in promotions or e-commerce (collectively, "Third Party Interactions"), and any terms, conditions, warranties, or representations associated with Third Party Interactions, are solely between you and such third parties. You agree that TechSoup Global shall not be responsible or liable for any loss or damage of any sort incurred in connection with your Third Party Interactions or the presence of such third parties on the Site. We reserve the right (but are not obligated), to monitor, or take any action we deem appropriate regarding disputes between you and third parties using the Site. To the extent permitted under applicable laws, you hereby release TechSoup Global from any and all claims or liability related to: (a) any Content posted on the Site by third parties; or (b) the conduct, whether online or offline, of any third party.

You hereby waive California Civil Code Section 1542 (and any similar provision in any other jurisdiction) which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

10. Modifications to the Site

We reserve the right from time to time to modify the Site, suspend access to all or portions of the Site, or close the Site indefinitely, with or without notice. You agree that we will not be liable to you or to any third party for any modification, discontinuance, or suspension of the Site, in whole or in part.

11. Indemnification

You agree to indemnify, defend and hold harmless TechSoup Global, its affiliates, governing board, officers, agents, employees, partners, and suppliers from any liability, loss, claim, demand, costs and expenses (including reasonable attorneys' fees) related to:

- your use of the Site;
- any breach or inaccuracy of any representation or warranty made under these Terms;
- your violation of these Terms;
- your violation of applicable laws or any rights of third parties; or
- your posting of User Content to the Site.

12. DISCLAIMER OF WARRANTY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT TECHSOUP GLOBAL'S WARRANTY TO THE EXTENT SUCH WARRANTY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR CONDITIONS. ACCORDINGLY, ONLY THE EXCLUSIONS AND LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE, SITE CONTENT, AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TECHSOUP GLOBAL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

IN PARTICULAR, NEITHER TECHSOUP GLOBAL NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES REPRESENTS OR WARRANTS TO YOU THAT: YOUR USE OF THE SITE OR SITE CONTENT WILL MEET YOUR REQUIREMENTS; YOUR USE OF THE SITE OR SITE CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, FREE OF VIRUSES OR OTHER HARMFUL CODE; ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE WILL BE ACCURATE OR RELIABLE; OR THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED

YOU DOWNLOAD OR OBTAIN MATERIAL FROM THE SITE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TECHSOUP GLOBAL OR THROUGH OR FROM THE SITE OR SITE CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

13. LIMITATION OF LIABILITY

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT TECHSOUP GLOBAL'S LIABILITY FOR LOSSES TO THE EXTENT SUCH LIABILITY MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS AND EXCLUSIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY AGREE THAT TECHSOUP GLOBAL, ITS AFFLIATES, GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, PARTNERS OR SUPPLIERS SHALL NOT BE LIABLE TO YOU FOR ANY OF THE FOLLOWING:

(A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SITE, SITE CONTENT, ANY SERVICES PROVIDED IN CONNECTION WITH THE SITE, OR THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE IN CONNECTION WITH:

- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY INFORMATION POSTED ON THE SITE;
- ANY CHANGES WHICH TECHSOUP GLOBAL MAY MAKE TO THE SITE, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SITE (OR ANY FEATURES WITHIN THE SITE);
- THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE;
- YOUR FAILURE TO PROVIDE TECHSOUP GLOBAL WITH ACCURATE ACCOUNT INFORMATION; YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; OR
- ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY.

THE LIMITATIONS ON TECHSOUP GLOBAL'S LIABILITY TO YOU IN THE ABOVE PARAGRAPHS SHALL APPLY WHETHER OR NOT TECHSOUP GLOBAL HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

TECHSOUP GLOBAL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE SITE, SITE CONTENT, ANY SERVICES PROVIDED IN CONNECTION WITH THE SITE, AND THESE TERMS WILL AT ALL TIMES BE LIMITED TO FIFTY U.S. DOLLARS ($50 USD), EXCEPT THAT, WITH RESPECT TO ANY DONATED GOODS OR SERVICES RECEIVED THROUGH THE SITE, TECHSOUP GLOBAL'S LIABILITY, IN ANY CASE, IS EXPRESSLY LIMITED TO REPLACEMENT OF THE DEFECTIVE GOOD OR REPERFORMANCE OF THE SERVICE, OR AT TECHSOUP GLOBAL'S ELECTION, TO THE REPAYMENT OR CREDITING TO YOU OF AN AMOUNT EQUAL TO THE PRICE OF THE GOODS OR SERVICES. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

14. Copyright Infringement Policy

TechSoup Global takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law (including, in the United States, the Digital Millennium Copyright Act), and we maintain a policy of terminating the Accounts of repeat offenders. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by submitting written notification to our Copyright Agent.

The written notice must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works;
- identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address);
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- a statement that the information in the written notice is accurate; and
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

TechSoup Global's Copyright Agent can be reached as follows:

TechSoup Global
Attn: Legal Department
435 Brannan Street, Suite 100
San Francisco, CA 94107
legalteam@techsoup.org

15. Disclosures

TechSoup Global is located at 435 Brannan Street, Suite 100, San Francisco, CA 94107. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

16. Electronic Communications

For contractual purposes, you (a) consent to receive communications from TechSoup Global in an electronic form (whether we post notices on the Site or communicate with you via email); and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we electronically provide to you satisfy any legal requirement that such communications would satisfy if they were be in a hardcopy writing. The foregoing does not affect your non-waivable rights. Any notices to you by TechSoup Global may be made by either email or regular mail.

17. Entire Agreement

These Terms and any Additional Terms constitute the final, complete, and exclusive agreement between you and TechSoup Global regarding the Site and supersede all prior or contemporaneous agreements, understandings, and communications, whether written or oral, between you and TechSoup Global (including, but not limited to, any prior versions of these Terms).

18. Governing Law and Jurisdiction

These Terms and the resolution of any controversy or claim arising out of or related to these Terms or the Site ("Claim") shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. TechSoup Global's failure to insist upon strict enforcement of any provision of these Terms shall not be construed as a waiver of any provision or right. All waivers will be effective only if in writing. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will be enforced in accordance with their terms. You acknowledge that the Site and Site Content contains valuable trade secrets and proprietary information of TechSoup Global, that any actual or threatened breach of the Section entitled "Ownership of Content and Intellectual Property Rights" will constitute immediate, irreparable harm to TechSoup Global for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The section headings in these Terms are for convenience only and have no legal or contractual effect. "Includes" and "including" are not limiting.

Regardless of any statute or law to the contrary, you hereby waive your right to bring any Claim against TechSoup Global more than 1 year after such Claim first arose.

19. Arbitration

All Claims will be settled by binding arbitration in accordance with the Comprehensive Arbitration Rules of JAMS. Any such controversy or claim will be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. You consent to the arbitration being conducted in the English language and in the county of San Francisco,

California. Each party will bear its own costs incurred in such arbitration proceeding. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, TechSoup Global may seek injunctive relief in any court having jurisdiction to protect its intellectual property or confidential or proprietary information.

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Terms & Conditions

Terms and conditions for using the medici.tv site and its variations

1. Object

This document outlines the services offered by the company MUSEEC via the medici.tv website and its variations (iOS mobile application) as part of the MUSEEC company's marketing of its video on demand services, accessible by subscription, and sets the rights and obligations of users of such services.

These rights and obligations apply to the exclusion of all other conditions. Users confirm they have read the following provisions before Streaming the desired Audiovisual Programme(s). By choosing to view one of the Audiovisual Programmes offered, Users expressly and definitively agree to the terms set out below.

2. Definitions

In these Terms and Conditions, the capitalized words or phrases have the following meanings:

Subscription
refers to the methods for accessing Services on the Website, Mobile Applications and Variations as described in Article 7

Mobile Application or Variations
refers to mobile applications on the medici.tv platform available on iOS (from version 11.0 onward) and can be downloaded from the Apple App Store, as well as on Roku.

Terms and Conditions (hereinafter "Terms")
refers to this document.

User Equipment or Computer Equipment
refers to the User's computer system allowing it access to the services of the medici.tv website. This includes computers and/or smartphones and/or tablets equipped with an Internet connection and installed software, as well as other reproduction equipment for Audiovisual Programmes connected thereto (stereo, television, etc.). Users are responsible for the proper functioning of their Computer Equipment.

Audiovisual Programmes
refers to all audiovisual content accessible to Users on the medici.tv website. Company: refers to the MUSEEC company Name: MUSEEC Legal form: Simplified joint-stock company (SAS) Capital: €1,492,000 SIRET no.: 520 227 240 00048 (Paris) APE Code: 5920 Z Address: 10, Boulevard de Grenelle – Paris, France Email address: webmaster@medici.tv

Website
means the website operated by the Company whose access URL is http://www.medici.tv/ and which allows access to the Service, as well as Mobile Applications and Variations.

Service(s)
refers to the Streaming services accessible to the user who is registered on the website and the offer marketed by the MUSEEC Company on its website medici.tv and/or mobile application, and which, via a Subscription and payment of a fee and for a given period and from the user's Computer Equipment, all Audiovisual Programmes on the medici.tv Website and mobile application catalogue can be streamed via the Internet, subject to any geographical limitations governing the viewing of some Programmes.

Streaming
refers to the linear consultation of a programme on the User's Equipment, without the possibility to download it.

User
means the person who completed the registration form to access the Company's "freemium" Streaming services and/or possesses a Subscription to the Website and accesses the Services via their account.

Video on demand
refers to the transmission of Audiovisual Programmes through a coded signal to be received by the User's Computer Equipment, which may be shared by a family, at a time determined by the person requesting the transmission in return for payment.

3. Acceptance of terms

Access to the Service is reserved for Users made fully aware of these Terms and who fully accepted them by creating a guest account or validating a payment. These Terms can be saved and printed by anyone visiting the Website.

Minors must obtain permission from their parents or legal guardians before accepting these Terms. Persons exercising parental authority are guarantors of the minor User's Terms.

4. Description of service

The Company makes available a service for Streaming videos on demand to Users via User Computer Equipment.

5. Scope

5.1. Geographical limits

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The use of Services offered by the Company on the Website is open to all individuals worldwide. However, the Company reserves the right to restrict access to certain Audiovisual Programmes in certain countries.

5.2. Changing Services and Accessing Services

The Company may make changes to Services, in particular those required for technical development needs.

Furthermore, the Company reserves the right to permanently cease a Service or all of its Services on the Website, in particular for technical reasons, providing Users subscribed to the service with a one-month notice period.

Users may then unsubscribe or terminate their Subscription in accordance with the terms of Article 10 of these Terms.

The User acknowledges and agrees that due to unforeseen technical developments, the Company cannot commit to Services being accessible on all media, in particular mobile media, and their so far unknown developments.

6. ACCESSING THE SERVICE

6.1. Accessing the Service

- Computer:

The Service is directly accessed from the Website. To stream the Programmes, Users must first register or purchase a Subscription to the Website, filling in the required fields of the registration form marked with asterisks.

Access to Services also requires an Internet connection; the cost of this connection remains entirely at the user's expense.

- Mobile equipment:

The Service is directly accessed via the Mobile Application that can be downloaded from the App Store for mobile devices with iOS operating systems.

- Application:

The Service is accessed on Roku by installing the medici.tv application directly on Roku and synchronising the subscription by following the instructions provided in the user's account settings.

6.2. Necessary computer equipment

Technical information is available in the “Help” section of the Website. It is recommended that Users check the compatibility of the Programmes with their hardware prior to subscription. Users must have at least the minimum Computer Equipment as described below if they wish to make effective and optimal use of the Service.

- Computer:

Users must have at least the minimum Computer Equipment if they wish to use the Website Services. Minimum Computer Equipment includes: a multi-core processor from 2017 or later; minimum 4 Go RAM; one of the following operating systems : MacOS 10 or later, Windows 10 or later, Linux (2017 or later); a screen revolution of at least 1280x1080; one of the following browsers: Chrome 95 or later, Firefox 100 or later, Safari 15 or later, Edge 95 or later; and a 4G/ADSL/Fiber Internet connection of at least 4 Mbps.

- Mobile equipment:

To access the service from a mobile device, Users must have a tablet or smartphone with operating system iOS 16.0 (or higher) and must have downloaded the Application. To download and use the Application, Users require an Internet connection (Wi-Fi, 3G / 3G + / 4G).

- Application:

To access the Service via Roku, Users must have a Roku Express or Roku Premiere device.

7. Registration and subscription

Some content is available for registered users without a subscription. This is selected by the Company and may vary. Users wishing to access additional content available in their country must purchase a Subscription.

When registering on the Website, Users must choose a username (their email address) and password to confirm, or choose to log in via Facebook Connect or Apple ID.

These elements are confidential. Users will be solely responsible for the consequences of the use of their account, until it is disabled, unless they demonstrate that the use of their password and/or account details constitutes fraud attributable to a third party. Upon registration, all Users agree to provide accurate personal information and to inform the Company of any changes thereto.

Users declare they are a legal person over the legal age in their country of residence, or have obtained permission from their legal representative to access the Services.

To purchase a Subscription, Users must always register on the Website and then proceed to select the price corresponding to the desired Subscription format.

7.1. Subscription Term

The Company offers two types of Subscriptions:

- monthly
- annual

When available, the monthly subscription is for an indefinite period with a minimum commitment of one month.

The annual subscription is for an indefinite period with a minimum commitment of one year.

At the end of the minimum commitment period, whether this is a month or a year, the subscription will be automatically renewed for the same term to which the User was originally subscribed, unless the contract is terminated under the conditions described in Article 10.

In the case of tacit renewal, the renewal rate will be the rate currently in place at the moment of renewal.

According to the French Consumer Code, if Users subscribe to an annual subscription, the Company will send them an email at least one (1) month before the end of the Subscription, notifying them of their right not to renew the Contract. The Contract may then be terminated up until the date specified in the notification email. If the User does not cancel their Subscription within the specified time, it will be renewed for a further period of one year.

7.2. Free trials

(applicable only when available)

The Company may offer free trials, of varying length, of the Service (hereinafter Free Trials). These Free Trials are subject to these Terms and will be limited to one per registration (same email address).

Unless otherwise stated on the Website and unless terminated by the user in the conditions of Article 10, all Free Trials are converted into an annual subscription tariff for annual subscriptions to the Service.

The 7-day free trial is applicable to annual subscriptions to medici.tv. On the seventh day following the start of the free trial, the User will be charged the price of an annual subscription, unless the User unsubscribes beforehand. The free trial offer is valid once per User.

7.3. Service availability

Audiovisual Programmes offered in the Subscription are those that form part of the Audiovisual Programmes offered on the Website, subject to geographical limitations provided for in Article 5.1 of the Terms. Audiovisual programmes are available for Streaming for the duration of the subscription and can be viewed an unlimited amount of times, subject to the availability of the rights negotiated by the Company with copyright holders of Audiovisual Programmes.

8. Price and payment conditions

8.1. Price and delivery mode

The price of the Subscription is the price shown on the "Subscription" page of the Website on the day the Subscription is taken out.

This price shall not increase during the minimum commitment period. After this period, in the event of a price increase, Users shall be informed at least 1 (one) month before the entry into force of the increase. If the User refuses the price increase, they may terminate the Subscription in accordance with the terms of article 10 of these Terms.

The price indicated already includes VAT, added tax and/or other legal taxes applicable on the day of Subscription. Any changes to the rates of these taxes will be directly reflected in the prices.

8.2. Payment methods

At the time of Subscription, Users make the initial payment by credit card or via PayPal. Transactions are secure. Orders are saved and confirmed upon acceptance of payment.

When Users register for a Free Trial, their bank details are communicated to our payment processor (Adyen) to facilitate the charge for the amount corresponding to an Annual Subscription.

As part of a monthly subscription, Users will then be charged a monthly amount corresponding to the price of the Subscription until this Subscription is terminated by the User, in accordance with the conditions provided for in Article 10, or until the contract ends, for whatever reason.

As part of an annual Subscription, the amount corresponding to this Subscription will be charged once at the time of enrolment and then annually every time the Subscription is renewed until it is terminated by the User, in accordance with the conditions provided for in Article 10, or until the contract ends, for whatever reason.

Subscriptions taken out via the Mobile Application are billed directly by the Apple App Store.

Failing receipt of the price in full, Users shall not have access to any Audiovisual Programmes included in the Subscription.

No refund or credit will be issued for periods not used in full or for content on the site Users did not watch.

9. Right of withdrawal

The Company informs Users that the French Consumer Code provides for a withdrawal period of 14 (fourteen) days for a contract for remote services.

However, the Company also informs Users that the right of withdrawal does not apply to contracts for the supply of digital content not supplied on physical media and made immediately available to the User after payment.

Users expressly consent to the immediate availability of access to services, and hence to the non-application of the right of withdrawal.

10. Cancellation

At the end of the minimum commitment period, Users may terminate their Subscription at any time by clicking the unsubscribe link available in the "My Account" tab on the Website or by registered letter with acknowledgment of receipt addressed to the Company c/o MUSEEC, 10, Boulevard de Grenelle, 75015 Paris, or by email to help@medici.tv.

Users may terminate a Subscription no later than one day before the renewal date by clicking on the unsubscribe link available in the "My Account" tab on the Website, or by sending a registered letter with acknowledgment of receipt addressed to the Company c/o MUSEEC, 10, Boulevard de Grenelle, 75015 Paris. If the cancellation request is made on or after the renewal date, the cancellation will be taken into account for the following renewal period.

If the Subscription was purchased through the Mobile Application, Users may only terminate their Subscription through their iTunes account.

Cancellation takes effect at the end of the commitment period ongoing at the time of receipt of the cancellation request. Thus, as part of an annual subscription, in the event of termination, the Subscription shall not be renewed for the following year, but no refund shall be granted for the current year.

In the event of termination of an Annual - Pay As You Go plan, the Subscription shall not be renewed for the following year, but no refund shall be granted for the current year. No refund can be issued and no cancellation can be made for the remaining months of the year-long commitment.

Users who have registered for a Free Trial (when available) must cancel their subscription no later than the end of the seventh (7th) day of their trial, including the day the trial began. Cancellations requested from the eighth (8th) day or later will apply to the following year and no refunds will be granted for the current year.

Furthermore, the Company reserves the right to disable or suspend the User's account without penalty, and to refuse them access to the Service in the following cases:

- non-compliance by the User with the Terms,
- non-payment by the User of the amounts due,
- acts contrary to the interests of the Website (see in particular Articles 21, 23 and 24 of these Terms). It shall inform the User in advance and within a reasonable timeframe, stating the grounds for suspension or deactivation.

If the Contract cannot be performed due to an event of force majeure, the contract will be automatically terminated and the Parties released of their obligations.

11. Use of community services

The Site offers Users a community service to give their opinion on Programmes. Users of the Community Service offered on the Website agree to abide by the following rules:

- Do not make comments or distribute content, in any form whatsoever, that violate the rights of others or that is defamatory, abusive, offensive, obscene, violent or inciting violence, racial, political, homophobic or xenophobic and generally any content contrary to the purpose of the Website, laws and regulations in force, the rights of persons or morality;
- Do not post, disseminate, or broadcast, in any form whatsoever, information or content that incorporates links to other websites that are illegal, immoral and/or not consistent with the purpose of the Website;
- Use the Services in accordance with the purpose described in these Terms;
- Do not transmit content that reveals the private or personal matters of any person;
- Do not distribute content intended to promote goods or services.

Failure to do so constitutes a serious breach on the User's part. If the User breaches of one or more of these obligations, the Company may terminate the contract and irrevocably delete the account of the User concerned.

12. Personal data protection

12.1. Using files

The Subscription is subject to the automatic processing of personal data for which the Company is entirely responsible.

This data processing has been declared to the French National Commission for Data Protection and Liberties (CNIL) under the receipt number: 1477675

12.2. Data collected

The Company collects:

- data the User provides the Company, such as while creating an account or subscription;
- data the User creates while using the Service;
- and data provided by other sources (such as Apple, survey tools, social media, etc.).

Data provided by the User.

This can include:

- **The User's profile**: The Company collects data provided during the creation and modification of the User's account. This can include your name; your email address; your password (in a secure, encrypted manner that remains inaccessible to the Company's staff); your date of birth; your country; your language; and the means by which you came into contact with the Company for the first time.
- **Data pertaining to subscriptions and financial data**: If the User subscribes or purchases a gift card for the Service, the Company also collects data concerning the subscription (its creation, modification, and termination), and the User's payment or banking information (including information related to payment verification). The User's payment details are collected and stored immediately at the moment of payment by Recurly. This information is then communicated to Adyen in order to complete the payment. The companies Adyen and Recurly are both accredited for the collection, storage, and processing of banking information. Their Terms and Conditions are also in accordance with the new **EU General Data Protection Regulation ("GDPR")**.
- **Data pertaining to client services**: The Company collects data the User provides when the User contacts our Help Center.

Data created as the User uses the Service.

This can include:

- **Data related to videos the User views via the Service**: The Company collects a list of videos the User views in order to provide the User access to this list (accessible via the User's account page).
- **Data related to videos the User saves as "favorites" via the Service**: The Company collects the list of videos the User saves as "favorites" in order to provide the User access to this list (also available via the User's account page).
- **Data related to offline viewing via the Service**: The Company collects the list of videos the User saves for "offline viewing" in order to provide the User access to this list (accessible via our iOS application on mobile and tablet devices).
- **Data related to transactions**: The Company collects data concerning transactions related to the Use of the Service, including the different types of subscriptions purchased and renewed; order details; the date and time of the transactions; the amount billed; and the method of payment. In addition, if the User uses a promotional code, the Company can connect this information with the User.
- **Data related to the use of the Service**: The Company collects data concerning the User's use of the Service. For example, the Company collects data like the date and time of access to the Service. The Company also anonymously collects data about the different features used and pages consulted; crashes of the mobile application or other related services and system activities; the type of browser; and the sites or services the User uses before using the Service. In certain cases, the Company also collects this data via the use of cookies, pixels, or other similar technologies which create and store anonymous unique identifiers. For more in

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- **Data related to the device**: The Company can collect information concerning the device the User uses to access the Service, including the device model; IP address; any operating systems and their versions; software; language preferences; universally unique identifier (UUID); advertising ID; and serial number.

Data provided by other sources.

This can include:

- comments the User leaves in the AppStore, our survey tools, or social media;
- data provided by certain Users while purchasing a gift card (notably the name and email address of the recipient, and a personalized message);
- data provided by payment processors (Recurly and Adyen) if the user has a subscription or purchases a gift card;
- and data provided by marketing partners.

The Company can combine data obtained from each of these sources with other data in its possession.

12.3 Use of data

The company collects and uses data:

- to provide high-quality and reliable service to the User;
- to assist the User in using the Service;
- for research and development;
- to communicate with the User;
- to organize promotions or contests;
- and for use in legal proceedings.

The Company is prohibited from selling or sharing personal data with third parties for direct marketing purposes.

Providing services and features:

The Company uses the data collected in order to:

- create and update the User's account;
- process payment for the Service or facilitate payment processing;
- find and make interesting videos available to the User;
- provide the User with a personalized experience including the ability to create a list of favorite videos or providing easy access to certain video content, even when offline;
- and organize the necessary internal operations to provide the Service, for example by correcting operational or technical bugs; researching and testing; and monitoring and analyzing the usage tendencies in relation to its activities.

Client services:

The Company uses the data collected in order to guide Users who contact the Company via their Help Center, for example in order to:

- analyze and respond to questions or complaints regarding billing for both subscriptions and other purchases via the Service;
- and study the suggestions and comments Users provide in order to improve the Service.

Research and development

The Company can use the data obtained for research, tests, and analyses in order to improve the quality of the Service and create new features and products.

Communication

The Company can use the data collected in order to improve communication regarding the Service and its promotions, studies, tests, news, programming and events.

The Company can also use this data to run contests and provide any related prizes, as well as to relay relevant promotional and operational information regarding the Service. The User may receive some or part of these messages, depending on their personal data. Users in the European Union have the right to oppose this kind of usage (see section "12.5 User rights of access, rectification and opposition").

Legal proceedings and requirements

The Company can use the data collected to study and process complaints and legal disputes concerning use of the Service.

12.4 Data storage and erasure

The Company and its payment and marketing partners store the data outlined in section "12.2 Data collected" as long as the User has an account with the Service. If a User revokes consent to this data storage or to the use of his or her personal data, the User will lose his or her ability to use all or part of the Service. For example, if a subscribed User requests that their payment information be erased, the User will lose access to their Subscription at the end of the period that has been paid for. If a User requests that their account be erased, the User will lose access to the Service's full-length videos. If the User revokes their consent to the storage of personal data used for optional features such as viewing history or saved favorite videos, the Company will permanently erase this data and the User will no longer have access to these features or this information while using the Service.

The User can request that their account be deactivated or permanently erased at any time (including all related personal data). If the User requests their account be deactivated, the account will no longer be active. The User will no longer be able to access the account and any subscription will be stopped; however the related personal data will not be erased and the User is able to request that the account be reactivated at any time. If the User requests their account be permanently erased, the account and all related personal data will be deleted. The user will no longer be able to use the Service and any subscription will be irrevocably stopped. The User's payment information will also be deleted, however data related to past bills will be stored for a period of 10 years, as is mandated by article L123-22 of the French Commercial Code, which requires that businesses conserve proof of their commercial activity (including client billing history) for this period. The User will not be able to request that their account be reactivated or request access to personal data collected before deletion. User requests that an account with a paid Subscription be deactivated or permanently erased do not entitle the User to either a full or partial reimbursement.

Section "12.5 User rights of access, rectification and opposition" outlines the steps to follow to submit a request for account deactivation or erasure.

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12.5. User rights of access, rectification and opposition

Under the Data Protection Act of 6 January 1978, the User has, at any time, the right to access information concerning themselves, the right to have it corrected or completed if it is incorrect or incomplete, the right to oppose its disclosure to third parties, the right to object, free of charge, to its use for commercial purposes and, more generally, the right to oppose any form of processing as defined in paragraph 3 of Article 2 of the aforementioned law.

Beginning May 25th, 2018, the processing of personal data of users in the European Union will be subject to the European Union's **General Data Protection Regulation ("GDPR")**.

To access, correct, or oppose the processing of one's personal data, the User must simply make a written request to the Company citing their name, phone number, and the user name they use to access the service (email address), and attach a copy of a piece of ID. Requests must be sent to the following postal address: MUSEEC, 10, Boulevard de Grenelle, 75015 Paris, or the following electronic address: help@medici.tv.

12.6. Use of cookies

When accessing the Service, cookies are installed on User Computer Equipment. Cookies are files sent by the Internet browser and stored on the hard disk of User Computer Equipment. In this case, they contain information related to browsing the Website (in particular pages viewed, date and time of connection) that the Website may read during subsequent visits. They are automatically created upon registration and activated when the User connects to the Website. Nevertheless, they can be switched off by configuring browser preferences to not accept cookies. To disable the "Accept cookies" function, please see our FAQ.

13. Intellectual property

13.1. Website Protection

The Company is and will remain the owner of intellectual property rights attached:

- the Website and its components, including but not limited to information, databases, software or graphics;
- any distinctive sign, filed or recorded by the Company under a trademark or protected under any legislation relating to intellectual property. The contract does not involve any transfer of ownership on the part of the Company to the User, and by no means involves, in particular, any authorisation to represent, modify, reproduce or use for commercial purposes the various elements of the Website.

Any damage or, in the absence of prior written consent, any total or partial representation, reproduction, modification, commercial use of the various elements of the Website is prohibited and makes perpetrators liable to prosecution.

13.2. Protection of Audiovisual Programmes

This service respects copyright law. All rights to the copyright-protected works reproduced and transmitted on this website are reserved. All unauthorized reproduction or use of the contents other than for individual and private consultation is prohibited.

The services offered by the Company on the Website are exclusively limited to consumption within a household and cannot be intended for collective use, in accordance with article L.122-5 2º of the French Intellectual Property Code.

Audiovisual Programmes viewed by the user are digital files protected by national and international laws governing copyright. They can only be used within the limits defined in these Terms.

The Company guarantees that it holds the necessary rights to Audiovisual Programmes, that it has obtained the authorisation of those entitled for the use of Audiovisual Programmes and that the use of such Audiovisual Programmes by Users in accordance with this contract shall be without prejudice to the copyright or other right of a third party to the Audiovisual Programme(s).

The provision of Audiovisual Programmes implies, on the User's behalf, acceptance of the non-exclusive and non-transferable usage rights.

Users may not under any circumstances consider that they own the digital files corresponding to Audiovisual Programmes.

Any partial or whole reproduction of Audiovisual Programmes, on any media, is prohibited. Failure to comply with this prohibition constitutes an infringement and may result in civil and criminal penalties.

Digital files on the Website and/or Application may be protected by technical protection and information measures, namely protection systems to control their use and, in particular, their duplication.

Users expressly acknowledge and agree that technical protection and information measures may limit their access to one or more Audiovisual Programmes and the use of these. Users further agree to the automatic updating of technical protection and information measures, and any associated consequences.

Technical protection and information measures are governed by the French Code of Intellectual Property. Users agree not to take any action to circumvent or undermine the techniques for controlling digital content. Any attempt to bypass these measures is liable to penalties under this same Code.

14. Responsibilities and obligations

14.1. Company responsibilities and obligations

Access to the Website is continuously subject to periods of maintenance and repair, updating of servers and possible one-off interruptions. Users will be notified of any interruptions to Services via the Website at least 24 hours before they occur, except when such interruptions are urgent.

It is expressly understood that the Company will in no way be held responsible for any damage suffered by the User and/or any third party due to:

- any site unavailability and in general, any technical fault due to an external cause
- a case of force majeure.

Users understand and agree that the catalogue of Audiovisual Programmes offered by the Company is constantly evolving, especially in terms of broadcasting rights of these Programmes, which are negotiated annually, and as a result the Company cannot guarantee absolute or continued and unlimited availability of all Audiovisual Programmes.

In the case whereby the Company would be liable, compensation will apply only to direct, personal damage, including but not limited to any damages and/or indirect and/or immaterial, punitive or consequential damages, such as, in particular, loss of [illegible] loss of opportunity and loss of profits that are caused by, originate from, or are founded upon use of the Website and Services.

In any event, the Company may not be held liable for negligence or any act attributable to the User, a third party or in the event of force majeure.

14.2. User Responsibilities and Obligations

Users agree not to circumvent or undermine the technical measures to protect digital files as well as, if applicable, any device with the same objective, and does so particularly in respect of Article 13 of these Terms.

As is the case with any Internet user, Users are responsible for protecting their Computer Equipment, in particular against any form of contamination by viruses and/or attempted intrusion and the Company may under no circumstances be held responsible.

Users are solely responsible for the use of their account.

To ensure the security of their account, Users agree:

- not to disclose their login or password to third parties;
- to take all necessary precautions to avoid third parties gaining access to their account;
- to use a personal email address and not share this email.

The lending, sharing, exchange, donation, purchase, transfer and sale of accounts are forbidden.

If Users have reason to believe security has been breached, including loss, theft or unauthorised use of their login IDs and/or passwords, they agree to immediately notify the Company.

Users agree not to use loopholes, computer bugs or any other form of error to gain advantages when using the Website.

Users agree not to interfere with or disrupt the proper functioning of the Services. Users specifically agree not to use the Services for promotional and commercial purposes.

Users are solely responsible for the operation of their Computer Equipment. The Company shall in no event be liable if Services offered by the Website prove to be incompatible or dysfunction with certain software, configurations, User operating equipment or systems.

Users guarantee the Company against all actions, claims, demands or opposition from any person claiming an intellectual property right or an act of unfair and/or parasitic competition that would relate directly or indirectly to the use of the Service by Users.

15. Hyperlinks

Hyperlinks on the Website may link to other websites or other information managed by partner websites. When the Company may not exercise any control over such sites, it cannot be held liable if the content of such other sites derogates from the laws and/or regulations in force.

16. Evidence

Unless proved otherwise, the data recorded by the Company constitutes proof of all transactions between the Company and the Users. The transaction history of the last 12 months can be consulted by the User at any time on the Website in the “My Account” tab.

17. Review of general conditions

The Company reserves the right to modify these Terms at any time and at its sole discretion. Users will be informed by any means of the new Terms, which they shall accept if they wish to continue using the Website and the Services.

18. Validity of general conditions

If one or more provisions of these Terms are held to be invalid or declared as such under any law, regulation or following a final decision of a competent court, other provisions shall remain in full force and be upheld.

The Company will replace the clause declared null and void with a new provision which will be as similar as possible to the original in terms of content and so as to balance the clause that was originally put forward.

19. Miscellaneous

19.1. Failure to require or force users to carry out some of the provisions of these Terms or the failure to assert any right under these Terms shall be construed as a waiver on the part of the Company's right to require or to impose the implementation of these provisions.

19.2. Users agree that the Company may assign this Contract, in whole or in part, at any time. The transfer will take effect on the date of notification of this sale to the User, by any means. However, the User may not assign, transfer or grant any rights or obligations of these Terms without the prior written consent of the Company.

20. Applicable law for disputes

These Terms are subject to French law.

21. Contact, support and claims

For questions or information on Programmes or to make a claim relating to the corresponding order, Users must contact the Company using the email address: help@medici.tv.

The Company shall respond promptly to questions or queries.

In the event of a dispute on commercial transactions and to justify the amounts due, claims must be sent by email using the contact email “help@medici.tv” within 30 days of the date of the disputed transaction. This 30-day period is intended to allow the parties to reach an amicable solution and does not deprive Users of their right to possible legal action. The application will be reviewed by the Company, which shall respond promptly. However, for this request to be processed properly, the following absolutely must be provided:

- subject of the claim;
- details provided in the registration form;

- complete contact information (name, address, email address, phone number);
- date of the order;
- reference of the order and of the transaction as included in the confirmation email sent to the User after each order.

Failing any of the above, the application will not be processed.

Legal Terms

MUSEEC, registered company with capital of €1,492,000, registered with the Paris Trade and Company Register under number 520 227 240 00048, whose registered office is located at 10, Boulevard de Grenelle, 75015 Paris.

Intra-Community VAT no.: FR38 520 227 240
CNIL: 1477675 v 0
Email address: help@medici.tv
Telephone: +33(0)179 743 154

medici.tv, a project designed by Hervé Boissière

Registered office: 10, Boulevard de Grenelle, 75015 Paris.

In partnership with ROLEX

With the support of the European Union MEDIA Programme and the CNC (French National Consumer Association).

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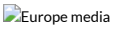
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1. Effective Date. This Master Agreement (the "Master Agreement) is entered into between Sirsi Corporation dba SirsiDynix ("SirsiDynix") and the customer identified in the signature block below ("Customer"), with effect on the date of the last signature below ("Effective Date").

2. Quotes. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Products by SirsiDynix to Customer. Additional terms for the purchase of a specific Product are set forth in the Quote(s). By signing below, the parties acknowledge receipt of and agree to be bound by the terms and conditions of this Master Agreement and the Quote(s) for Products purchased by Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

3. Incorporation of Quotes. "Quote" means the document(s), regardless of actual name, executed by the parties which is incorporated by reference into the terms of this Master Agreement, and describes order-specific information, such as description of Product ordered, License Metrics, fees, statements of work, exhibits and milestones. At any time after execution of the Master Agreement and the initial Quote, Customer may purchase additional Products or otherwise expand the scope of existing licenses or Subscriptions granted under a Quote, upon SirsiDynix receipt and acceptance of a new Quote specifying the foregoing.

4. Incorporation of Third Party Agreements. Customer's use of any Third Party Products licensed hereunder or incorporated in the Products may be subject to, and Customer shall sign and comply with, any applicable EULAs.

5. Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of a Quote, the terms and conditions of the Master Agreement shall control, except where the Quote expressly states the intent to supersede a specific portion of the Master Agreement. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. Products and Fees

1. General. Customer's purchase of Products under this Master Agreement may include from time-to-time Software, Subscriptions, Services, and/or Hardware. The following provisions under this Section 2 apply if relevant to the type of Product purchased pursuant to a Quote.

2. Software License. Subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, and non-transferable license to (i) install, run and use the Software identified in the Quote in the Operating Environment solely for Internal Business Purposes, and (ii) use the Documentation in connection with such use of the Software. Customer may not make copies of the Software except a reasonable number of machine-readable copies solely for internal backup or archival purposes. All Intellectual Property rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such upon request. Unless otherwise set forth in a Quote, the Software shall not be simultaneously loaded and operated on more than one hardware platform, except temporarily during the process of platform migration. Customer shall use the Third Party Products solely in conjunction with the SirsiDynix Software and Customer shall have no broader rights with respect to the Third Party Products than it has to the SirsiDynix Software. SirsiDynix may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements.

3. Subscription. For Subscriptions purchased by Customer, and subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Sections 2.7 and 2.9 and timely payment of the applicable fees, SirsiDynix grants to Customer the right to access and use the Subscription identified in the Quote solely for Internal Business Purposes and to use the Documentation in connection with such access and use for the Term. SirsiDynix shall use commercially reasonable efforts to make the Subscription Services available 24x7, except for scheduled downtime events, or emergency downtime events, or Internet service provider failures or delays. SirsiDynix will use commercially reasonable efforts to perform scheduled downtime events outside of normal business hours. Customer acknowledges that the Subscription Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. SirsiDynix is not responsible for any delays, delivery failures, or other damage resulting from such problems. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment that may be needed to access Subscriptions, including without limitation, Internet connections. Customer understands that Subscription communications may traverse an unencrypted public Internet connection and that use of the Internet provides the opportunity for unauthorized third parties to illegally gain access to Customer Data. Accordingly, SirsiDynix does not guaranty the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet. Customer shall not encrypt Subscription traffic except as may be available through the SirsiDynix VPN solution. Customer is responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user. Customer is responsible for all activities that occur under Customer's account. Customer agrees to immediately notify SirsiDynix of any unauthorized use of Customer's account or any other breach of security known to Customer. SirsiDynix shall have no liability for any loss or damage arising from Customer's failure to comply with these requirements. Customer shall be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data. Customer acknowledges and agrees that SirsiDynix does not monitor or police the content of communications or data of Customer or its users transmitted through the Subscriptions, and that SirsiDynix shall not be responsible for the content of any such communications or transmissions. Customer shall use the Subscriptions exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Customer agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) contains viruses or other contaminating or destructive features; (c) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; (d) constitutes sensitive personal information such as social security numbers, credit card information, or drivers license numbers; or (e) otherwise violates any applicable law. Customer further agrees not to interfere or disrupt networks connected to the Subscriptions, not to interfere with another customer's use

and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the Subscriptions. SirsiDynix may remove any violating content posted or transmitted on or through the Subscriptions, without notice to Customer. SirsiDynix may suspend or terminate any user's access to the Subscriptions upon notice in the event that SirsiDynix reasonably determines that such user has violated these terms and conditions. The provision of third party Subscriptions is subject to availability from third party providers and SirsiDynix shall have no liability should such Subscription become unavailable for any reason or is no longer available under reasonable commercial terms. In the event that Customer is locally hosting Subscription Software, SirsiDynix hereby grants to Customer, subject to the terms and conditions of this Master Agreement including without limitation the restrictions set forth in Section 2.7 and Section 2.9 and timely payment of the applicable fees, a limited, non-exclusive, non-transferable grant of use to locally install and use the Subscription Software solely for Customer's internal business purposes. The grant of use for Subscription Software is not a license and remains in effect only while Customer is timely paying its Subscription fees to SirsiDynix. If Customer fails to timely pay Subscription fees, Customer must immediately discontinue use of and certify to SirsiDynix the removal of Subscription Software.

Service. Services are described in the Quote. SirsiDynix shall be responsible for securing, managing, scheduling, coordinating and supervising SirsiDynix personnel, including its subcontractors, in performing any Services. Any change to the scope of Services must be in writing signed by both parties. Once executed by both parties, a change shall become a part of the Quote. Customer acknowledges and agrees that SirsiDynix performance is dependent upon the timely and effective satisfaction of Customer's responsibilities hereunder and timely decisions and approvals of Customer in connection with the Services. SirsiDynix shall be entitled to rely on all decisions and approvals of Customer. Customer's data must be provided to SirsiDynix in a format reasonably approved by SirsiDynix or additional charges will apply. Customer shall be responsible for providing secured access to Customer's systems to SirsiDynix. SirsiDynix alone shall decide whether such access is sufficient for the performance of Services.

Software Maintenance. Subject to Customer's timely payment of applicable fees, SirsiDynix will provide during the Term Maintenance services for the Software in accordance with the maintenance plan indicated in the Quote, provided however that with respect to Third Party Products, SirsiDynix's obligation to offer Maintenance is limited to using commercially reasonable efforts to obtain Maintenance from the third party owner of such Software. All licenses in Customer's possession must be supported under the same maintenance plan. Updates are provided if and when available, and SirsiDynix is under no obligation to develop any future programs or functionality. SirsiDynix is under no obligation to provide Maintenance with respect to: (i) a Product that has been altered or modified by anyone other than SirsiDynix or its licensors; (ii) a release for which Maintenance has been discontinued; (iii) a Product used other than in accordance with the Documentation or other than on the Operating Environment; (iv) discrepancies that do not significantly impair or affect the operation of the Product; or (v) any systems or programs not supplied by SirsiDynix. For the avoidance of doubt, Updates provided under Maintenance services are subsequent minor or maintenance releases to the standard Products, excluding custom development or customizations whether such customizations are performed by SirsiDynix or by Customer or a third party. SirsiDynix reserves the right to charge Client for any reintegration work required to make customizations compatible with future releases. If ordered, Maintenance must be ordered for all Software and all associated License Metrics licensed by Customer. Customer may not purchase or renew Maintenance for a subset of its licenses only. If an Error was corrected or is not present in a more current release of the Product, SirsiDynix shall have no obligation to correct such Errors in prior releases of the Software. Fees for Maintenance Services do not include implementation, training and other Professional Services. It is Customer's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Customer to effectively use the Software. Failure to do so could result in additional Maintenance fees if service requests are deemed excessive as a result of insufficient training, at SirsiDynix's discretion. In the event Customer does not renew Maintenance and subsequently desires to reinstate Maintenance, a reinstatement fee shall be assessed equal to 120% of the aggregate Maintenance fee that would have been payable during the period of lapse. For Software licenses and Subscription Software, Customer is solely responsible for the installation of Updates and agrees to (i) meet the Update standard set forth in the SirsiDynix Support Policies referenced in the definition of Maintenance and (ii) maintain the Operating Environment. With respect to Subscriptions, SirsiDynix is responsible for the implementation of Updates and shall no longer provide access to any previous release upon the date SirsiDynix migrates to a new Update for production use in SirsiDynix's hosted environment.

Delivery and Risk of Loss. Title to the Hardware identified in the Quote, if any, shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. SirsiDynix does not provide support for Hardware unless Customer purchases any available maintenance associated with such Hardware. Such Hardware maintenance may be provided through a third party and is subject to that third party's standard terms, conditions and warranties, if any.

License Metrics. Customer may not use the Products in excess of the License Metrics specified in the Quote. Additional License Metrics and associated Maintenance must be purchased at the pricing in effect at the time the additional License Metrics are added in the event actual usage exceeds the licensed quantity, prorated for the remainder of the then-current Term. The additional License Metrics purchased shall terminate on the same date as the pre-existing Products. Prices are based on License Metrics purchased and not actual usage. The number of License Metrics provided in the initial Quote is a minimum amount that Customer has committed to for the Term and there shall be no fee adjustments or refunds for any decreases in usage.

Reservation of Rights. All rights not expressly granted in the Master Agreement are reserved by SirsiDynix and its third party providers. Customer acknowledges that: (i) all Software is licensed and not sold and all Subscriptions and Content are subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials. SirsiDynix and its third party providers retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property embodied or associated with, the Protected Materials and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its third party providers. Customer agrees to secure and protect the Products consistent with the maintenance of SirsiDynix's and its third party providers' rights in the Products, as set forth in this Master Agreement.

Restriction. Unless specifically permitted or licensed by SirsiDynix, Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Protected Materials, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Master Agreement (except the Customer may grant access to public access catalogs to library users, other libraries, and third party entities); (iv) write or develop any derivative works based upon the Protected Materials; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third

parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

Ownership of Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer. Upon expiration of this Agreement, SirsiDynix's sole obligation to Customer with respect to Customer Data will be:

(i) In the case of data stored in a Symphony ILS, extracting the entire ILS data set in in a documented database-independent ASCII format and storing the resulting files on Customer's server (or on a hosted SFTP server for Subscription customers). Authority and bibliographic records (including items) will also be extracted and delivered in MARC21 format.

(ii) In the case of data stored in a Horizon ILS, providing a backup of the database in the standard backup format for the database..

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

License to Customer Content. Customer grants to SirsiDynix a non-exclusive, royalty-free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing SirsiDynix's obligations under the Master Agreement.

Enforcement. Customer shall (i) ensure that all users of the Products comply with the terms and conditions of the Master Agreement, (ii) promptly notify SirsiDynix of any actual or suspected violation thereof and (iii) cooperate with SirsiDynix with respect to investigation and enforcement of the Master Agreement.

Fees and Payment Terms. The Customer shall pay the amounts set forth in the Quote. Subject to the provisions of the Quote, SirsiDynix may annually increase the fees of Subscription, Subscription Software and/or Maintenance upon 30 days written notice in advance. Invoices become past due 30 days after the invoice date. Interest accrues on past due balances at the higher of 1½% per month or the highest rate allowed by law. If Customer fails to make payments of any amount due under the Master Agreement, SirsiDynix will be entitled to suspend its performance upon ten (10) days written notice to Customer. Unless expressly provided otherwise, amounts paid or payable for Software, Subscriptions, Subscription Software and Hardware are not contingent upon the performance of any Services.

Taxes. Customer agrees to pay any sales tax arising out of the Master Agreement, other than those based on SirsiDynix's net income. If Customer is tax-exempt, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate upon execution of the Master Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying such sales tax due.

No Reliance on Contingencies. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SirsiDynix regarding future functionality or features.

Confidentiality

Confidential Information. Each party will protect the other party's Confidential Information from unauthorized dissemination and use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Master Agreement. Neither party will disclose to third parties Confidential Information without prior written consent of the other party.

Exceptions. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; (iv) has been independently developed by one party without reference to any Confidential Information of the other; (v) is information aggregated by SirsiDynix that no longer contains any personally identifiable information; or (vi) is required to be disclosed by law provided the receiving party has promptly notified the disclosing party of such requirement and allowed the disclosing party a reasonable time to oppose such requirement. The parties acknowledge that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

Personally Identifiable Information

Customer represents and warrants that before providing personally identifiable information to SirsiDynix or its agents, it will comply with any laws applicable to the disclosure of personally identifiable information, including providing notices to or obtaining permission from third parties to allow sharing of their personally identifiable information with SirsiDynix under the Master Agreement. Customer will indemnify SirsiDynix for any breach of this representation and warranty. No personally identifiable information will be disseminated by SirsiDynix to any third parties, except as consented to by Customer or required by law.

Indemnification

Infringement Indemnity. SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software (excluding Content and Third Party Products) infringe a third party's USA patent, registered copyright, or registered trademark ("Claim"). SirsiDynix will indemnify Customer against all damages and costs finally awarded which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix. SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or used a release other than the most current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of such current unaltered release, (ii) Third Party Products and/or Content, or (iii) the combination, operation or use of the SirsiDynix Software with software or data not provided by SirsiDynix. If it is adjudicated that the use of the SirsiDynix Software in accordance with the Master Agreement infringes any USA patent, registered copyright, or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the infringing SirsiDynix Software; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software. THIS SECTION STATES SIRSIDYNIX'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

Customer Indemnity. To the extent allowed by law, Customer shall defend or settle, at its option and expense, any action, suit or proceeding brought against SirsiDynix by a third party arising out of or in connection with: (i) any claim that Customer Data infringes on the intellectual property rights of a third party; (ii) any claim by a Customer user or (iii) any claim that Customer or a Customer's user is using the Product in a manner that violates the provisions of the Master Agreement. Customer's obligations under this section are contingent upon: (a) SirsiDynix providing Customer with prompt written notice of such claim; (b) SirsiDynix providing reasonable cooperation to Customer, at Customer's expense, in the defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

Limited Warranty and Limitation of Liability

Limited Warranty. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software, as updated by SirsiDynix

and used in accordance with the Documentation and in the Operating Environment, will operate in all material respects in conformity with the Documentation.

If SirsiDynix Software does not perform as warranted, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is reasonably determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within ninety (90) days of its receipt of Customer's written notice; (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the affected SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

Subscription Warranty. SirsiDynix warrants that Subscriptions, as used in accordance with the Documentation, will operate in all material respects in conformity with the Documentation.

Exclusion. SirsiDynix is not responsible for any claimed breach of any warranty caused by: (i) modifications made to the SirsiDynix Software by anyone other than SirsiDynix; (ii) the combination, operation or use of the SirsiDynix Software with any items that are not part of the Operating Environment; (iii) Customer's failure to use any new or corrected releases of the SirsiDynix Software made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the operating procedures described in the Documentation.

Third Party Product Warranty. SirsiDynix warrants that it is an authorized distributor of the Third Party Product and that with the execution of this Master Agreement and the applicable EULA, Customer will have the right to use such Product in accordance with the terms and conditions of the terms of this Master Agreement and the applicable EULA. SIRSIDYNIX MAKES NO OTHER WARRANTY WITH RESPECT TO ANY THIRD PARTY PRODUCTS. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS SHALL BE PURSUANT TO THE ORIGINAL LICENSOR'S WARRANTY, IF ANY, TO SIRSIDYNIX, TO THE EXTENT PERMITTED BY THE ORIGINAL LICENSOR. THIRD PARTY PRODUCTS ARE MADE AVAILABLE BY SIRSIDYNIX ON AN "AS IS, AS AVAILABLE" BASIS.

Hardware Warranty. SirsiDynix warrants that it is an authorized distributor of the Hardware. Hardware warranties shall be governed by the manufacturer's warranty. SIRSIDYNIX MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO HARDWARE OR HARDWARE MAINTENANCE. CUSTOMER'S SOLE REMEDY WITH RESPECT TO SUCH HARDWARE OR HARDWARE MAINTENANCE SHALL BE PURSUANT TO THE MANUFACTURER'S WARRANTY, IF ANY.

Disclaimer. THE WARRANTIES SET FORTH IN THIS MASTER AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY PRODUCTS WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. CUSTOMER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND CUSTOMER DATA AND THAT NO FORM OF ENCRYPTION IS FOOL PROOF. ACCORDINGLY, SIRSIDYNIX CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

10.2 Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE MASTER AGREEMENT) TO CUSTOMER FOR ANY CLAIM BY CUSTOMER OR ANY THIRD PARTIES UNDER THE MASTER AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 6 (Indemnification), WILL BE LIMITED TO THE FEES PAID BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT WHICH IS THE SUBJECT MATTER OF THE CLAIM.

IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NO CLAIM ARISING OUT OF THE MASTER AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION ARISES.

10.3 Term of Master Agreement.

Term. Subject to Section 10.12 below, the term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Quotes, unless terminated earlier as provided hereunder.

Software Maintenance, Hardware Maintenance, Subscriptions and Subscription Software Term. The respective initial term of Software Maintenance, Hardware Maintenance, Subscriptions, and Subscription Software as applicable, is specified in the Quote (**"Initial Term**"). The Initial Term and any renewal term shall automatically renew for the same length as the Initial Term unless either party gives written notice 60 days prior to the end of any previous Term of its intention to terminate the Subscription or Maintenance service. The Initial Term and renewal terms are referred to as the "**Term**".

Termination for Cause. Either party may terminate the Master Agreement immediately upon written notice if the other party commits a non-remediable material breach of the Master Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach. Where the non-breaching party has a right to terminate the Master Agreement, the non-breaching party may at its discretion terminate the Master Agreement or the applicable Quote. Quotes that are not terminated shall continue in full force and effect under the terms of this Master Agreement. Following termination of the Master Agreement, Customer agrees to certify that it has returned or destroyed all copies of the applicable Product and Confidential Information and acknowledges that its rights to use the same are relinquished.

Suspension. SirsiDynix will be entitled to suspend any or all performance upon 10 days written notice to Customer in the event Customer is in breach of the Master Agreement. Further, SirsiDynix may suspend Customer's use of and access to all or a portion of the Subscriptions if, and so long as, in SirsiDynix's sole judgment, there is a security risk created by Customer that may interfere with the proper continued provision of services or the operation of SirsiDynix's network or systems. SirsiDynix may impose an additional charge to reinstate service following such suspension.

Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to power outages or failure of third party service providers. This provision does not relieve Customer of its obligation to make payments then owing.

Assignment. SirsiDynix may assign the Master Agreement and all of its rights and obligations herein without Customer's approval to its parent company or other affiliated company, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither party may otherwise assign or transfer the Master Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the above, SirsiDynix may fulfill its obligations hereunder through its affiliated companies.

Cooperation. Customer agrees to provide cooperation, which means assistance, information, equipment, data, a suitable work environment, timely access, and resources reasonably necessary to enable SirsiDynix to perform any and all installation, implementation, and services required to fulfill its obligations hereunder including but not limited to ensuring SirsiDynix has remote access. Failure to grant such cooperation shall allow SirsiDynix to deem the Product purchased by Customer to be fully accepted and delivered. In the event any delay in implementing Products is caused by Customer resulting in SirsiDynix incurring additional expenses, the Customer shall pay to SirsiDynix the amount of such additional expenses.

Delegation. SirsiDynix may subcontract or delegate any work under any Quote to any third party without Customer's prior written consent, provided however that SirsiDynix shall remain responsible for the performance of any such subcontractors.

Notice to United States Government Users. If the Customer hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and is furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Master Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law.

Non-Solicitation. During the term of this Master Agreement and for a period of one year following its termination, neither party will solicit for employment directly or through other parties, without the other party's written permission, any individual employed by the other party, provided however that the hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.

Audit. During the term of this Master Agreement and for a period of one year following its termination, SirsiDynix shall have the right to verify Customer's full compliance with the terms and requirements of the Master Agreement. If such verification process reveals any noncompliance by Customer, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process incurred by SirsiDynix (including but not limited to reasonable attorneys' fees) , and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SirsiDynix's termination rights and do not affect SirsiDynix's right to payment for Products and interest fees related to usage in excess of the License Metrics.

Notice. Any notice required or permitted to be sent under the Master Agreement shall be delivered by hand, by overnight courier, by email to SirsiDynix at legal@sirsidynix.com, or by email to Customer at any current Customer email address routinely used by SirsiDynix, or by registered mail, return receipt requested, to the address of the parties set forth in the Master Agreement or to such other address of the parties designated in writing in accordance with this subsection.

Relation. The Master Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

Invalidity. If any provision of the Master Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

Survival. The following provisions will survive any termination or expiration of the Master Agreement: sections 1, 2.7, 2.8, 2.10, 2.12, 3, 4, 5, 6, 7, 8, 9, and 10.

No Waiver. Any waiver of the provisions of the Master Agreement or of a party's rights or remedies under the Master Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Master Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Master Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Master Agreement and shall not in any way affect the validity of the whole or any part of the Master Agreement or prejudice such party's right to take subsequent action.

Entire Agreement. The Master Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. Notwithstanding the precedence of this Master Agreement, any existing Customer License Metrics shall continue unless new License Metrics are identified in a Quote. No modification to the Master Agreement will be binding unless in writing and signed by an authorized representative of each party.

Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under the Master Agreement shall apply equally to the owner of the Third Party Products with respect to the Third Party Products, and such third party is an intended third party beneficiary of the Master Agreement, with respect to the Third Party Products.

Governing Law. The Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in Utah to whose exclusive jurisdiction the parties hereby consent. In addition, the Customer hereby waives any objection the customer may have based upon lack of personal jurisdiction, improper venue and/or "forum non conveniens".

Application of Uniform Commercial Code. The parties agree that this contract is not a contract for the sale of goods; therefore, the Master Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

Counterparts. The Master Agreement and each Schedule may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Master Agreement, and that facsimile, electronic

and/or .pdf scanned copies of signatures shall be as effective and binding as original signatures.

Definitions and Interpretation. The headings in the Master Agreement shall not be used to construe or interpret the Master Agreement. The Master Agreement shall not be construed in favor of or against a party based on the originator of the document.

Attorney's Fees. In the event a party seeks and obtains a remedy in the courts for its rights under this Master Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorney's fees and cost.

****

Fairfield Public Library **Fairfield, Iowa** **Fairfield Public Library**	**Sirsi Corporation** **Sirsi Dynix Technology Agreement** **Software Support and Services** **Terms and Conditions**
Sign: _____	Sign: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Software Support and Services Terms and Conditions

"Circulation" means the checkout of a Library Item to a patron, the checkout of a Library Item for the purpose of tracking in-library usage, the renewal of a Library Item, or an action functionally identical to any of the preceding acts.

"Confidential Information" means information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Master Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. SirsiDynix's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix. Confidential Information does not include that the Customer uses SirsiDynix Products.

"Content" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer receives through a Subscription.

"Customer Data" means any electronic data, information or material provided or submitted by Customer (including the Customer's patrons and users) to SirsiDynix through a Subscription or Services, or which Customer (including the Customer's patrons and users) enters into the Subscription or Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under the Master Agreement. Customer Data does not include non-personally identifiable information aggregated by SirsiDynix.

"Documentation" means the user instructions, release notes, manuals and on-line help files made available by SirsiDynix regarding the use of the applicable Product.

"Effective Date" is defined in section 1.1.

"Error" means a material failure of a Product to conform to its functional specifications described in the Documentation.

"License" means the end user license agreement that accompanies the Third Party Product, which governs the use of or access by Customer to the applicable Third Party Product.

"Live Date" means the date on which the Products are substantially ready for operational use for normal daily business.

"Hardware" means the physical hardware and equipment manufactured by third party providers and sold to Customers by SirsiDynix.

"Intellectual Property" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which SirsiDynix has created, acquired or otherwise has rights in, and may, in connection with the performance of obligations hereunder, create, employ, provide, modify, create, acquire or otherwise obtain rights in.

"Internal Business Purposes" means Customer's internal use but does not include (1) sharing Confidential Information or Intellectual Property with third parties without SirsiDynix written consent or (2) integration of third party products by any means into Software, Subscriptions or Subscription Software without additional SirsiDynix license.

"License Metrics" means limits on Product usage as set forth in the Quote such as Titles, Circulation, Users, students, seats, and reports.

"Maintenance" means the technical support and, with respect to Software, the provision of Updates for the level of support services purchased from SirsiDynix, all of which are provided under SirsiDynix's support policies in effect at the time the Services are provided, which may be modified from time-to-time by SirsiDynix in its sole discretion. A current version of such Support Policies can be found under "SirsiDynix Support Policies" (Document ID 125773) at http://support.sirsidynix.com.

"Operating Environment" means SirsiDynix-recommended hardware, operating system, middleware, database products and other software on which the Software will operate.

"Professional Services" means data conversion, implementation, site planning, configuration, integration and deployment of the Software or Subscriptions, training, project management and other consulting services.

"Products" means Software, Subscriptions, Subscription Software, Services and Hardware.

"Protected Materials" means Software and work product provided by SirsiDynix under Services, Subscriptions, Subscription Software and SirsiDynix's or its licensors' Intellectual Property and Confidential Information.

"Quote" is defined in Section 1.3.

"Services" means those services provided or arranged by SirsiDynix including but not limited to specific SirsiDynix Products such as (i) Professional Services; and (ii) that part of Maintenance that is technical support, excluding the provision of Updates.

"Site-licensed Software" means each SirsiDynix-developed and/or SirsiDynix-owned software product in machine-readable object code (not source code), the Documentation for such product, and any Updates thereto.

"Software" means the SirsiDynix Software and Third Party Software.

"Subscriptions" means the provision of access by SirsiDynix or its hosting providers to Software and/or Content from a server farm that is comprised of application, data and remote access servers, including associated offline components including but not limited to cloud services and web access to Content.

"Subscription Software" means Subscriptions hosted by Customer. Customer does not have a license in Subscription Software.

"Term" is defined in section 9.2.

"Titles" means the number of unique records for an electronic, virtual, and/or physical item which may be used by a library patron, such as a bibliographic, MARC, visual material, serial or Dublin Core record, created on the Software or Subscription. Multiple items, representing either identical items or volumes in a set, may be included in a single Title.

"Third Party Content" means software or content including documentation and updates if any, owned by an entity other than SirsiDynix and provided by SirsiDynix in connection with Products.

"Updates" means the error corrections, releases, updates, modifications or enhancements subsequently developed that SirsiDynix makes generally available to its customers as part of Maintenance on a when and if available basis. Updates exclude new products, modules, platform or functionality for which SirsiDynix charges a separate fee.

"Users" means Customer's employees or agents who have been issued user names and passwords by Customer to use the Products. Each such User shall be one person, and user names and passwords cannot be shared or used by more than one person.

SirsiDynix Technology Center
3300 N. Ashton Boulevard,
Suite 500
Lehi, UT 84043
Phone: 800-288-8020

QUOTE

Quote 117691 for:

Fairfield Public Library

SaaS

Quote valid until:	June 17, 2024
Prepared by:	Kevin Rodriguez, Executive Account Manager

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Purchase Details

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

COMPONENT	Year 1	Estimated Year 2	Estimated Year 3
SirsiDynix Products	78,300	80,440	85,170
SirsiDynix Services	13,000	-	-
Discount	(3,950)	-	-
Active Products Total	31,777.20	33,652.05	35,637.52
Total	**119,127.20**	**114,092.05**	**120,807.52**

Active Products

Quantity	Total Price	Component	Note
1.00	6,421.50	BLUEcloud Analytics, Annual Subscription	
1.00	7,513.21	Datastream Subscription	
1.00	8,166.89	SirsiDynix Enterprise, SaaS Annual Subscription	
1.00	3,860.34	SirsiDynix eRC Connector for hoopla digital, Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for OverDrive - Annual Subscription	
1.00	0.00	SirsiDynix eRC Connector for Recorded Books OneClickDigital - Annual Subscription	
1.00	0.00	SirsiDynix eResource Central Gateway Services - Annual Subscription	
1.00	2,000.00	SirsiDynix SMS Notification for Symphony, Annual Subscription - Upgrade to 50K Message Package	
1.00	847.20	SirsiDynix Web Services Connector for Novelist, Annual Subscription	

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1.00	2,968.06	SirsiDynix Web Services SDK for Libraries External Use, Annual Subscription	
1.00	0.00	Web Services, Basic for SirsiDynix Enterprise	
	31,777.20	**Active Product Total Year 1**	

Initial Term: One (1) Year

Initial Term Annual Price Increase Cap for SirsiDynix Products/Services: 5.9% until Term renewal

The Initial Term and the Initial Term Annual Price Increase Cap set forth above shall apply to Active Products and new purchased Products/Services.

Customer's usage is subject to limitations that can be found in the Terms and Conditions section at the end of the Quote.

SirsiDynix reserves the right to adjust Initial Term pricing for Third Party/integrated products/services if a Third Party vendor increases pricing for Third Party/integrated products/services.

Any applicable discount shall be applied on final payment. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Master Agreement, unless such additional terms are statutorily required of the Customer.

This Purchase Details section may not include pre-existing obligations for ongoing Products not listed in the Quote.

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Detailed Pricing

All prices are in U.S. dollars ($) and are exclusive of taxes unless otherwise noted.

COMPONENT	Qty	Total Price Year 1
SirsiDynix Products		**78,300**
SirsiDynix Symphony SaaS Subscription Includes: Application Services powered by SirsiDynix Symphony, Cataloging and Authority Control, Circulation and Offline Circulation, Inventory, Public Access, Reports, Z39.50 server.		
SirsiDynix SaaS Acquisitions Package	1	
SirsiDynix Symphony SaaS Materials Booking	1	
SirsiDynix Symphony SaaS OutReach	1	
SirsiDynix Symphony SaaS Serials	1	
SirsiDynix Symphony SaaS Universal SIP2	1	
SirsiDynix Symphony SaaS SmartPORT, Unlimited Users	1	
SaaS User Level - 100 Staff seats	1	
SirsiDynix Symphony SaaS Unicode Server Extension	1	
SirsiDynix Symphony SaaS Unicode Server Extension Test System	1	
SirsiDynix SaaS Dedicated Virtual Environment, perquote	1	
SirsiDynix Services		**13,000**
Consulting:		
Unicode Planning/Implementation Workshop	1	
Data Services:		
Ansel to Unicode Database Migration	1	
Product Delivery:		
SaaS Dedicated Virtual Environment Setup	1	

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COMPONENT	Qty	Total Price Year 1
Symphony Oracle to Oracle Platform Migration, Unicode (remote)	1	
Symphony Test System - Additional Production to Test Server Copy	1	
Project Management:		
Project Management for all products in this Quote	1	
Discount		**(3,950)**
SaaS package		
Services Discount		
Quote Total		**87,350**

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Component Descriptions

Each description below relates to a quantity of one for the component. There may be more than one in this Quote.

SirsiDynix Products

SirsiDynix Symphony's Core Package includes Cataloging, Circulation, and Public Access modules. Additional functions include: utilization of an Oracle database, a Z39.50 server, Authority Control, Backup Circulation, and Reports.
Authority Control: Links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus.
SirsiDynix Symphony complies with Bath Profile release 1.0 and most of release 2.0 Functional Area A. We comply with Release 1.0 of Functional Area B. SirsiDynix Symphony complies with Z39.50 Level Three (client and server), provides broadcast searching as a standard, and complies with Bath Profile Level One.

SirsiDynix SaaS Acquisitions Package

SirsiDynix Acquisitions Package for Symphony or BLUEcloud provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Includes 9xx and EDI as required.

SirsiDynix Symphony SaaS Materials Booking

SirsiDynix Symphony Materials Booking enables booking, circulation, and maintenance of equipment, rooms, and nonprint materials.

SirsiDynix Symphony SaaS OutReach

SirsiDynix Symphony Outreach automates processes allowing homebound patrons to request items based on interest categories and to deliver the selected items to patron homes.

SirsiDynix Symphony SaaS Serials

SirsiDynix Symphony Serials manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals are fully integrated with SirsiDynix Symphony Acquisitions. As the library receives individual issues, Serials automatically predicts the next expected issue based on the serials publication pattern. Combined issues, special issues, missing issues, or other irregularities are handled easily and efficiently. Basic Serials Binding functionality is included in this package.

SirsiDynix Symphony SaaS Universal SIP2

SirsiDynix Certified Solutions Providers offer SIP2-certified products to our customers. We certify that their products are compliant. This interface price encompasses all SirsiDynix Certified SIP2 vendors.

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SirsiDynix Symphony SaaS SmartPORT, Unlimited Users

SirsiDynix Symphony SmartPORT Unlimited User Licenses enable staff to locate a record in a Z39.50-compliant database and to import the record to your own database. An unlimited number of SmartPORT Z39.50 copy cataloging client user licenses is included for this price.

SaaS User Level - 100 Staff seats

SirsiDynix Symphony SaaS Unicode Server Extension

SirsiDynix Symphony Unicode Server Extension enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. In addition, library users accessing your electronic library can search, store, and retrieve Unicode-based international character sets as well.

SirsiDynix Symphony SaaS Unicode Server Extension Test System

SirsiDynix Symphony Unicode Server Extension Test System enables staff users to load, input, index, and display MARC records containing both the Roman characters and the non-Roman characters used in languages such as Arabic, Chinese, or Russian. This license enables you to test policy changes and configurations before applying the changes to your Unicode-compliant production system.

SirsiDynix SaaS Dedicated Virtual Environment, perquote

A dedicated virtual environment which provides direct command line access to the production server. Access to the command line is granted via the sirsi user and no root access is allowed. This is typically used to allow customers access to API functionality within the production environment.

SirsiDynix Services

Consulting

Unicode Planning/Implementation Workshop

The purpose of the Unicode Planning/Implementation Workshop is to offer all clients who purchase the Unicode Server Extension License a workshop to ensure their library staff and patrons have a positive and successful transition to Unicode functionality. The workshop consists of one 2-hour webinar planning session. The webinar will be scheduled prior to the site beginning work with a project manager.

Data Services

Ansel to Unicode Database Migration

SirsiDynix will convert records from a Symphony or Unicorn database stored in the ANSEL encoding and output the same records in UTF8 encoding for importing into a SirsiDynix Symphony Unicode database. This would apply to a

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site who has implemented Unicode and upgrading from a SirsiDynix Symphony (or Unicorn) ANSEL database. The current database can be Oracle or Informix. Note: Any record not in MARC8 (Ansel) encoding will not be converted properly.

Product Delivery

SaaS Dedicated Virtual Environment Setup

Setup and configuration of a SaaS Dedicated Virtual Environment

Symphony Oracle to Oracle Platform Migration, Unicode (remote)

Migration includes installation of Oracle and migration of existing ILS software, configuration and data as exists on current system. In addition all configurations necessary for Unicode are performed. Non embedded Oracle installations must meet SirsiDynix Oracle requirements.

Symphony Test System - Additional Production to Test Server Copy

Includes an additional production to test server copy over performed by SirsiDynix. Must have purchased a Test System Software Installation. Price is per copy over.

Project Management

Project Management includes the services of a Project Manager. The Project Manager is your primary point of contact during the implementation. You will work with your project manager to plan timeframes, schedule resources from the professional services team, and coordinate with other departments at SirsiDynix to deliver products and services outlined in this quote.

Depending on the type of implementation, the Project Manager will do the following:

- Act as your primary SirsiDynix contact during your implementation
- Identify customer needs and key tasks to be accomplished by both the customer and SirsiDynix to ensure a successful implementation
- Organize meetings with you and appropriate SirsiDynix staff to kick off your implementation project
- Work with SirsiDynix global operations staff to develop, communicate, and manage the overall implementation schedule
- Bring key SirsiDynix staff onto the project to ensure proper resources are available to meet critical milestones of your schedule
- Report to you regularly via phone and email status reports to keep everyone apprised of project progress
- Monitor quality control checks at critical intervals in your project
- Assist with the transition from Implementation phase to Customer Support

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Terms and Conditions

SirsiDynix SaaS Services are based upon annual circulation and Staff Users. You may use the SaaS Services for up to 1,310,000 annually circulated items and up to 100 Staff Users; an increase in either circulation or Staff Users requires additional licensing fees.

SirsiDynix Professional Services performed by way of remote network access require ssh (Unix/Linux), Remote Desktop (Windows) or unattended Logmein Rescue (Windows) access for the duration of the project. The library may limit connectivity to the SirsiDynix Corporate IP address or implement a Cisco AnyConnect VPN tunnel. Other remote connectivity options may incur additional fees, onsite travel fees or void the ability of SirsiDynix to perform the project. A full description can be found in the Access Requirement for Support Guide on our customer support website.

Customer's data must be provided to SirsiDynix in a format approved by SirsiDynix or additional data conversion/migration charges will apply. De-duping is the Customer's responsibility, unless stated otherwise in writing.

Maintenance must be ordered for all copies of the Software and for all elements of the Software which are used conjunctively by Customer. Customer's System shall remain within two (2) previously released software versions of the most recent version of the software at all times or an additional maintenance surcharge service charge will be added to the maintenance renewal.

Customer shall not integrate products offered by third parties into Software, Subscriptions or Subscription Software without additional license from SirsiDynix.

SirsiDynix shall have the right to aggregate and retain non-personally identifiable data.

Payment Terms

The term of any quoted products is for no less than the Initial Term and shall automatically renew for the length of the Initial Term. Subsequent years' Maintenance and Subscription fees are to be paid annually in advance. Following the first year of System operation, Maintenance and Subscription fees will be subject to annual increases. Unless otherwise specifically stated in writing, products and/or services purchased at promotional prices or with promotional discounts do not qualify for such discounts or limitations on price increases for subsequent years.

SaaS Migration

- 100% of Year 1 total due on date of initial live use of SaaS Services

Payment/Invoices while Migrating to the Cloud/SaaS- During the transition from a locally hosted system to a Cloud/SaaS services, annual Maintenance for the locally hosted system must be timely paid for the entire invoiced period to avoid interruption in receiving support and updates. Once your Cloud/SaaS services "Go Live", SirsiDynix will issue a pro rata credit for the unused portion of the previously paid Maintenance to be used against future billings.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Any reference to license metrics and/or licensed amounts included in this quote shall be applicable only to the Products and/or services mentioned in this quote. This document and any software or professional services associated with this document are hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer. If there is no current agreement between the parties, the terms and conditions of the current SirsiDynix Master Software License and Services Agreement shall be deemed the controlling Agreement between the parties, a copy of which shall be furnished upon Customer's request. Any and all pre-printed terms and conditions on Customer's Purchase Order(s) submitted to SirsiDynix are hereby rejected and shall be superseded by the current Agreement, unless such additional terms are statutorily required of the Customer. In the event of a conflict, the terms, payment terms, discounts, product lists and/or statement of work contained within this document shall take precedence over the current Agreement between the parties. In the event Customer desires or requires updated terms and conditions for the continuing business relationship with SirsiDynix, please contact your regional Sales Representative.

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Signature(s)

Customer Signature:
Fairfield Public Library

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Sirsi Corporation dba SirsiDynix Signature:

By: _____
(Authorized Signature)

Name: _____
(Printed)

Job Title: _____

Date: _____

Billing Address:

Fairfield Public Library
1080 Old Post Road
Fairfield
Connecticut 06824
United States

This Quote is hereby fully incorporated into the current Agreement executed between SirsiDynix and Customer, if any. The above information is a trade secret, proprietary and confidential and is only for use by the library named above and not to be released.

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Legal

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The Mandatory Arbitration Provision and Class Action Waiver in Section 14 (Dispute Resolution, Class Action Waiver, Arbitration Agreement) below govern the resolution of disputes. Please read them carefully. If you do not agree with these terms (as defined below), including the Mandatory Arbitration Provision (if you have not opted as allowed herein) and class action waiver, please do not use the services or software.

These General Terms of Use ("**General Terms**"), along with any applicable Additional Terms (see section 1.2 (Additional Terms) below) (collectively, the "**Terms**") govern your use of and access to our websites, web-based applications and products, customer support, discussion forums or other interactive areas or services, and services such as Creative Cloud (collectively, the "Services") and your installation and use of any software that we include as part of the Services, including, without limitation, mobile and desktop applications, Sample Files and Content Files (defined below), scripts, instruction sets, and related documentation (collectively, the "Software"). If you have agreed to the Subscription and Cancellation Terms (https://www.adobe.com/legal/subscription-terms.html), then such terms are also considered part of the Terms. If you are using and accessing the Services and Software through Adobe's Value Incentive Plan ("VIP") program, then the Subscription and Cancellation Terms do not apply to you, but the remainder of the Terms will govern your use of and access to the Services and Software. If you have entered into another agreement with us concerning specific Services and Software, then the terms of that agreement control where it conflicts with the Terms.

By using the services or the software, you affirm that you are of legal age to enter into the terms, or, if you are not, that you have obtained parental or guardian consent to enter into the terms.

You must be 13 or older to register for an individual Adobe ID. Schools that participate in the primary and secondary education named user offering may issue a child under 13 an enterprise-level Adobe ID, consistent with the K-12 (Primary and Secondary) and Higher Education Additional Terms for Student Data (http://www.adobe.com/go/primary-secondary-terms.)

1. Your Agreement with Adobe.

1.1 **Choice of Law and Contracting Entity.** If you reside in North America (inclusive of the United States, Canada, Mexico, United States territories and possessions, and United States military bases, wherever located), your relationship is with Adobe Inc., a United States company, and the Terms are governed by, and construed and interpreted in accordance with, the laws of the State of California, U.S.A., unless preempted by U.S. federal law, without regard to conflict of law rules. If you reside outside of North America, your relationship is with Adobe Systems Software Ireland Limited, and the Terms are governed by, and construed and interpreted in accordance with, the laws of Ireland, unless preempted by local law. For customers in Australia, Adobe Systems Software Ireland Limited is acting as an authorized agent of Adobe Systems Pty Ltd. and is entering into this contract in its capacity as agent for Adobe Systems Pty Ltd. You may have additional rights under your local law. We do not seek to limit those rights where it is prohibited to do so by law. For purposes of the Terms, "**Adobe**," "**us**," "**we**," and "**our**" mean either Adobe Inc., Adobe Systems Software Ireland Limited, or Adobe Systems Pty Ltd., as applicable.

1.2 **Additional Terms.** Our Services and Software are licensed, not sold, to you, and also may be subject to one or more of the additional terms below ("**Additional Terms**"). If there is any conflict between the terms in the General Terms and the Additional Terms, then the Additional Terms govern in relation to those Services or Software. The Additional Terms are subject to change as described in section 1.5 (Updates to Terms) below.

1.3 **Business Users.** If you received an "**Entitlement**" (which is defined as the right to use, access, and consume the Services and Software) from an organization or group, including but not limited to a business or any other commercial entity, government entity, non-profit organization, or educational institution (each, a "**Business**") under one of Adobe's business plans (such as Creative Cloud for Teams, Creative Cloud for Enterprise, or Document Cloud), then (A) you are a "**Business User**" of such Business; (B) your Adobe profile associated with such Entitlement is a "**Business Profile**"; and (C) all references to "you" in the Terms will mean such Business and its Business Users, as applicable. If you are a Business User, you agree that, due to your receipt of Entitlements from such Business, (1) Adobe may provide such Business with the ability to access, use, remove, retain, and control your Business Profile and all Content therein whether uploaded or imported before or after the date the Terms were last updated; (2) your use of the Services and Software is governed by such Business's agreement with Adobe; and (3) Adobe may provide your personal information to such Business. Access to complimentary Entitlements ("**Complimentary Services**") may be provided to any users added to a Business's Admin Console (as defined in the Business Customers Additional Terms set forth in Section 1.2) and such users would be considered Business Users. If you are a Business User with Entitlements from multiple Businesses, you may have separate Business Profiles associated with each Business. As a Business User, you may have different agreements with or obligations to a Business, which may affect your Business Profile or your Content. Adobe is not responsible for any violation by you of such agreements or obligations. If you did not receive Entitlements from a Business (e.g., you subscribed to a Creative Cloud for individuals plan and received Entitlements through this plan), then (a) you are a "**Personal User**"; (b) your Adobe profile is a personal profile; (c) you maintain sole access and control over all Content in your personal account or personal profile (except as otherwise indicated in the Privacy Policy); and (d) all references to "you" in the Terms will mean you as an individual. If you receive Entitlements through a personal plan and from a Business, then you are both a Personal User and a Business User. You are a Personal User when you utilize the Entitlements you obtained through your personal plan, and you are a Business User when you utilize your Entitlements provided by a Business.

1.4 **Business Email Domains.** As a Personal User or a Business User, you may create an Adobe account using an email address provided or assigned to you by a Business (such as your work email address). If the Business establishes a direct relationship with us, they may want to add your account to such relationship. If this happens, the Business may, with prior notice from the Business or us, roll your account into the Business's account. This means the Business may (A) access the account; (B) take control over the account and any Content therein whether stored, uploaded, or imported before or after the date the Terms were last updated; and (C) recommend any non-Business Content associated with such account to be moved to a new account that utilizes an email address not associated with such Business. You, as a Personal User with an Adobe account assigned to a Business or a Business User, also acknowledge that Adobe may provide your personal information to such Business (including, for clarity, sharing your information with an administrator of your Business), such as your name, email address and Entitlement information. If you do not want a Business to access, use, remove, retain, or control an account or profile, then do not use a Business email address with that account. Information regarding Content storage and access, and how you may change the email address associated with your account may be found here: https://adobe.com/go/business-storage-helpx. Adobe may share information about the Business, such as name and email address of the administrator, to a Business User.

1.5 **Updates to Terms**. We may make changes to the Terms from time to time, and if we do, we will notify you by revising the date at the top of the Terms and, in some cases, we may provide you with additional notice. Adobe will not make changes that have the effect of imposing additional fees or charges without providing additional notice. Any such changes will not apply to any dispute between you and Adobe arising prior to the date on which we posted the revised Terms incorporating such changes, or when the Terms otherwise become effective. You should look at the Terms regularly. Unless otherwise noted, the amended Terms will be effective immediately, and your continued use of our Services and Software confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop using our Services and Software and, if applicable, cancel your subscription.

2.1 **Privacy.** For information about how we collect, use, share, or otherwise process information about you and your use of our Services and Software, please see our Privacy Policy (http://www.adobe.com/go/privacy). You have the option to manage information preferences here: https://www.adobe.com/privacy/opt-out.html.

2.2 **Our Access to Your Content.** We may access, view, or listen to your Content (defined in section 4.1 (Content) below) through both automated and manual methods, but only in limited ways, and only as permitted by law. For example, in order to provide the Services and Software, we may need to access, view, or listen to your Content to (A) respond to Feedback or support requests; (B) detect, prevent, or otherwise address fraud, security, legal, or technical issues; and (C) enforce the Terms, as further set forth in Section 4.1 below. Our automated systems may analyze your Content and Creative Cloud Customer Fonts (defined in section 3.10 (Creative Cloud Customer Fonts) below) using techniques such as machine learning in order to improve our Services and Software and the user experience. Information on how Adobe uses machine learning can be found here: http://www.adobe.com/go/machine_learning.

2.3 **Data Protection Agreements.** In some countries, the law requires that we put a data protection agreement in place with you if we handle Personal Data (as defined in the applicable agreement) for you as part of our Services and Software. These agreements are the EU Data Processing Agreement or Data Protection Terms, found in the following locations:

(A) **European Union ("EU") Data Processing Agreement (or "DPA").** The DPA terms apply where you provide Personal Data (as defined in the DPA) collected from individuals from countries in the European Economic Area ("EEA") and the UK and where you are a "**Controller**" and Adobe is a "**Processor**" under the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") or any successor for the GDPR associated with the withdrawal of the United Kingdom from the EU. The DPA terms are available here: www.adobe.com/go/tou-dpa.

(B) **Data Protection Terms.** The Data Protection Terms apply where you provide Personal Data (as defined in the Data Protection Terms) collected from individuals outside of the EEA and the UK and where Adobe is Processing (as defined in the Data Protection Terms) this data at your instruction and on your behalf. The Data Protection Terms are available here: https://www.adobe.com/go/dpt-ww.

2.4 **Sensitive Personal Information.** You agree not to collect, process, or store any Sensitive Personal Information (as defined below) using the Services and Software, except as (A) directly authorized by Adobe, (B) intended by the Services and Software, or (C) governed by the Additional Terms, as applicable. You agree not to transmit, disclose, or make available Sensitive Personal Information to Adobe or Adobe's third-party providers. "**Sensitive Personal Information**" means an individual's financial information, data concerning an individual's sexual behavior or sexual orientation, medical, or health information protected under any health data protection laws, biometric data, personal information of children protected under any child data protection laws (such as the personal information defined under the U.S. Children's Online Privacy Protection Act

("**COPPA**")) and any additional types of information included within this term or any similar term (such as "sensitive personal data" or "special categories of personal information") as used in applicable data protection or privacy laws. If you are a Business, you also agree to ensure Business Users' compliance with this section 2.4 (Sensitive Personal Information).

2.5 **Transfer of Personal Information**. We process and store information in the U.S. and other countries. By using our Services and Software, you authorize Adobe to transfer your personal information across national borders and to other countries where Adobe and its partners operate.

3. Use of Services and Software.

3.1 **License.** Subject to your compliance with the Terms and applicable law, we hereby grant you a non-exclusive, limited, revocable right (as set forth herein) for you to install, access and use the Services and Software that we make available to you, and that you license from us. Each license is to be used by only one (1) person and cannot be shared. At the end of your license term, your license(s) will expire as set forth in your order document(s), or the Subscription and Cancellation Terms. The version(s) of the Services and Software available at your renewal date may be different from the version(s) available when you first licensed them from Adobe. The versions of the Services and Software that Adobe supports can be found here: https://www.adobe.com/go/software-support-guidelines. You agree that your decision to use, access, or license the Services and Software is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

3.2 **Adobe Intellectual Property.** We (and our licensors, as applicable) remain the sole owner of all right, title, and interest in the Services and Software. Except as stated in the Terms, we do not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the items in the Services or Software. This means you may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. We reserve all rights not granted under the Terms.

3.3 **Storage.** We recommend that you back up your Content and Creative Cloud Customer Fonts elsewhere regularly, even if the Services provide storage and this functionality is enabled by the applicable Services. We may create reasonable technical limits, such as limits on file size, storage space, processing capacity, and other attributes. We may suspend the Services until you are within the storage space limit associated with your account. At the end of your license term, we will use commercially reasonable efforts to allow you to transition your Content out of the Services. The transition must be completed within thirty (30) days from the date of the termination or expiration of your license term. At the end of this 30-day transition period, we reserve the right to delete your Content. You should download any Content that you have stored in the Services before your license ends.

3.4 **User-Generated Content.** We may host user-generated content from our users. If you access our Services, you may come across user-generated content that is illegal or that you find offensive or upsetting. We bear no responsibility for such user-generated content. If available, you may also click on the "Report" button to report this content to us. You may learn more about our content moderation policies and practices, including how to report content to us at our Transparency Center.

3.5 **Sample Files.** "**Sample Files**" means Adobe-provided audio, visual, video, or other content files for use in tutorials, demonstrations, and for other trial purposes, which may be identified as sample files. Sample Files cannot be used for any other purpose than for which they were provided. You cannot distribute Sample Files in any way that allows a third party to use, download, extract, or access the Sample Files as a stand-alone file, and you cannot claim any rights in the Sample Files.

3.6 **Content Files.** "**Content Files**" means Adobe assets provided as part of the Services and Software. Unless documentation or specific licenses (including but not limited to Additional Terms) state otherwise, we grant you a personal, non-exclusive, non-sublicensable (except if you are a Business, then sublicensable only to your Business Users), and non-transferable license to use the Content Files to create your end use (i.e., the derivative application or product authored by you) into which the Content Files, or derivations thereof, are embedded for your use ("**End Use**"). You may modify the Content Files prior to embedding them in the End Use. You may reproduce and distribute Content Files only in connection with your End Use, however, under no circumstances can you distribute the Content Files on a stand-alone basis, outside of the End Use.

3.7 **Free Memberships, Complimentary Services, Offers, and Trials.** Adobe may provide free memberships, Complimentary Services, offers, and trial subscriptions in its sole discretion. If access to the Services and Software is provided to you for free, Complimentary Services, or for trial purposes, such access is governed by the Terms. At any time prior to or during the free, Complimentary Services, or trial period, Adobe may, in its sole discretion, terminate that access without prior notice and without any liability to you, to the extent permitted under applicable law, for any reason, including to prevent abuse of the free, Complimentary Services, or trial access. After the free, Complimentary Services, or trial access period expires, you may continue using the Services or Software only by enrolling in a paid subscription, if available, or as otherwise permitted by Adobe. During the free, Complimentary Services, or trial period, no express or implied warranties shall apply to the Services and Software; all Services and Software are provided "as-is" with all defects, and no technical or other support is included.

3.8 **NFR Version.** Adobe may also designate the Services and Software as "trial," "evaluation," "not for resale," or other similar designation ("**NFR Version**"). You may install and use the NFR Version only for the period and purposes stated when we provide the NFR Version. You must not use any materials you produce with the NFR Version for any commercial purposes.

3.9 **Adobe Talent.**

(A) You may not post jobs that point to specific work contests or other opportunities that solicit customized and unpaid creative work from creative professionals. Any such postings may be removed without refund.

(B) We offer a paid "**Talent Search**" feature to recruiters and companies looking to discover and hire creative talents. By uploading a public profile or public project on the Services, you agree that the public information may be included in Talent Search results.

3.10 **Creative Cloud Customer Fonts.**

(A) For any font or font file you upload or submit to the Services and Software ("**Creative Cloud Customer Fonts**") you represent and warrant that you have all necessary rights to allow us to use, reproduce, display, host, and distribute the Creative Cloud Customer Fonts through the Services and Software for your use. Creative Cloud Customer Fonts are not considered Content, as defined in the Terms. You retain all rights to the unmodified Creative Cloud Customer Fonts. You acknowledge that enabling the display of any Creative Cloud Customer Font with the Services and Software for your use may require us to use Adobe Technology, including our proprietary font-optimization technology, and that we retain all rights to such Adobe Technology. "**Adobe Technology**" means technology owned by us or licensed to us by a third-party (including the Services and Software and any related intellectual property rights throughout the world), any Feedback provided to us that is incorporated into any of the foregoing, and any of the modifications, or extensions of any of the foregoing, whenever or wherever developed. Adobe does not represent or warrant that any such Creative Cloud Customer Fonts will be compatible with or be suitable for use with the Services or Software.

(B) If we are informed by a third party, such as a foundry, or become aware that you do not have the rights to which you warrant in section 3.10(A) (Creative Cloud Customer Fonts) or that your Creative Cloud Customer Fonts violate third-party Intellectual Property Rights, then we may remove the Creative Cloud Customer Fonts from your account, from the Services, or from the Content that uses such Creative Cloud Customer Fonts. You acknowledge that if we remove your Creative Cloud Customer Fonts from your account, the Services or the Content that uses the Creative Cloud Customer Fonts, or the display of your Content may change, and we will have no liability in connection with the removal. Information about how your Content may change can be found here: http://www.adobe.com/go/cc-fonts-faq.

(C) You may revoke our access to your Creative Cloud Customer Fonts and terminate our rights at any time by deleting your Creative Cloud Customer Fonts from the Service.

(D) Upon termination or closure of your account, we reserve the right to delete your Creative Cloud Customer Fonts. Some copies of your Creative Cloud Customer Fonts may be retained as part of our routine backups.

(E) We may collect information connected to your use of the Creative Cloud Customer Fonts, such as names of the Creative Cloud Customer Fonts that you upload and how you use the Creative Cloud Customer Fonts.

3.11 **Other License Types.**

(A) **Pre-release or Beta Version.** We may designate the Services and Software, or a feature of the Services and Software, as a prerelease or beta version ("**Beta Version**"). A Beta Version does not represent the final Services and Software and may contain bugs that may cause system or other failure and data loss. We may choose not to release a commercial version of the Beta Version. You must promptly cease using the Beta Version and destroy all copies of the Beta Version if we request you to do so. In exchange for your use of a Beta Version, you agree that Adobe may collect data, including crash data, regarding your use of the Beta Version and analyze your Content, including manual review, to improve our Services and Software and to personalize your experience, regardless of whether you have opted-out of data collection for non-Beta Versions. If you do not wish to have your usage tracked or Content analyzed, you must discontinue your use of the Beta Version by uninstalling such Beta Version or utilizing a non-Beta Version of the Services and Software. Any separate agreement we enter into with you governing the Beta Version will supersede these provisions.

(B) **Education Version.** If we designate the Services and Software to be for use by educational users ("**Educational Version**"), then you may use the Educational Version only if you meet the eligibility requirements stated at http://www.adobe.com/go/primary-secondary-institution-eligibility-guidelines. You may install and use the Educational Version only in the country where you are qualified as an educational user. If you reside in the EEA, then the word "country" in the prior sentence means the EEA.

3.12 **Third-Party Services and Software.** Adobe may make third-party software and services (including plug-ins and extensions) available to you through the Services and Software as a convenience. Third-party software and services are not Services and Software as defined in the Terms and your acquisition and use of such third-party software and services is solely between you and the third party. Some third-party terms that may be applicable to your use of the Services and Software are available here: (www.adobe.com/go/thirdparty and https://www.adobe.com/legal/permissions/image-notice.html). You are responsible for complying with all applicable third-party terms.

4.1 **Content.** "**Content**" means any text, information, communication, or material, such as audio

files, video files, electronic documents, or images, that you upload, import into, embed for use by, or create using the Services and Software. We reserve the right (but do not have the obligation) to remove Content or restrict access to Content, Services, and Software if any of your Content is found to be in violation of the Terms. We do not review all Content uploaded to the Services and Software, but we may use available technologies, vendors, or processes, including manual review, to screen for certain types of illegal content (for example, child sexual abuse material) or other abusive content or behavior (for example, patterns of activity that indicate spam or phishing, or keywords that indicate adult content has been posted outside of the adult wall). You may learn more about our content moderation policies and practices, including how we moderate content, at our Transparency Center.

4.2 **Licenses to Your Content.** Solely for the purposes of operating or improving the Services and Software, you grant us a non-exclusive, worldwide, royalty-free sublicensable, license, to use, reproduce, publicly display, distribute, modify, create derivative works based on, publicly perform, and translate the Content. For example, we may sublicense our right to the Content to our service providers or to other users to allow the Services and Software to operate as intended, such as enabling you to share photos with others. Separately, section 4.6 (Feedback) below covers any Feedback that you provide to us.

4.3 **Ownership.** As between you and Adobe, you (as a Business User or a Personal User, as applicable) retain all rights and ownership of your Content (or where applicable, you must ensure that you or the Business (as applicable) have a valid license to the Content). We do not claim any ownership rights to your Content.

4.4 **Sharing Your Content.**

(A) **Sharing.** Some Services and Software may provide features that allow you to Share your Content with other users or to make it public. "**Share**" means to email, post, transmit, stream, upload, or otherwise make available (whether to us or other users) through your use of the Services and Software. Other users may use, copy, modify, or re-share your Content in many ways. Please carefully consider what you choose to Share or make public as you are responsible for the Content that you Share.

(B) **Level of Access.** We do not monitor or control what others do with your Content. You are responsible for determining the limitations that are placed on your Content and for applying the appropriate level of access to your Content. If you do not choose the access level to apply to your Content, the system may default to its most permissive setting. It is your responsibility to let other users know how your Content may be Shared and to adjust the setting related to accessing or Sharing your Content.

(C) **Comments.** Any comments that you submit through the Services and Software are not anonymous and may be viewed by other users. In some Services and Software, your comments may be deleted by you, by other users, or by us.

(D) **Removing Your Content.** If you delete Content (excluding Feedback) from the Services and Software, we will stop making that Content publicly available within a reasonable amount of time. Some copies of your Content may be retained as part of our routine backups, and we are not responsible for any use of Content that you have Shared or made public.

(E) **Collaboration.** Before you Share any Content through the Services, please review the Adobe Collaboration Space Additional Terms set forth in section 1.2 (Additional Terms) above as they apply to you and the Content you Share within Adobe collaboration environments.

4.5 **Content Removals and Appeals**. If we remove your Content for violating the Terms, we will

make reasonable efforts to inform you of our decision via the email address you provided to us. If you believe that your Content was removed in error, you may submit an appeal by following the process outlined in our communication to you or at our Transparency Center.

4.6 **Feedback.** You may choose to provide us with feedback regarding the Services and Software, including in the form of ideas, suggestions, proposals, examples involving your Content, ("**Feedback**"). In such event, you agree that we are free to use the Feedback for our business purposes, including by incorporation into the Services and Software without any payment or attribution or other obligation to you.

5.1 **Account Information.** You, as a Personal User or a Business User, are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. You may not (A) share your account information (except with an authorized account administrator), whether intentionally or unintentionally; or (B) use another person's account. Your account administrator may use your account information to manage your use and access to the Services and Software. For PhoneGap, we reserve the right to monitor and enforce subscription plan limits and restrictions, including, but not limited to, the right to charge for overages.

5.2 **Account Security.** You are responsible for taking reasonable steps to maintain the security and control of your Adobe Account. Adobe may require you to enable multi-factor authentication and provide a phone number or an alternate email for security purposes. Adobe assumes no responsibility for any loss that you may sustain due to a compromise of your account login credentials, or your failure to follow or act on any notices or alerts that we may send to your email address or telephone number. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you, and you are also responsible for carefully reviewing any messages purporting to be from Adobe to ensure they are legitimate. We assume no responsibility if you are unable to access your Adobe Account because you cannot provide the appropriate login credentials, such as a password, email address, or telephone number. If you suspect that your Adobe Account or any of your security details have been compromised, please contact your account administrator or Adobe Customer Care https://www.adobe.com/go/csupport_subscripterms.

5.3 **Free Account Inactivity.** You are responsible for keeping your account active, which means you must sign in and use your account periodically to avoid any Content deletion, disruption or loss of access to the Services and Software, or termination of your account. If you don't sign into your account periodically, we reserve the right to assume your account is inactive, and you agree that we may permanently delete your Content stored in the account or close your account entirely. Prior to permanently deleting your Content or closing your account for inactivity, we will attempt to provide notice to you. For the avoidance of doubt, this section 5.3 (Free Account Inactivity) does not apply to paid accounts in good standing.

You must use the Services and Software responsibly and not misuse the Services and Software. For example, you must not:

6.1 use the Services and Software without, or in violation of, a written license or agreement with Adobe;

6.2 copy, modify, host, stream, sublicense, or resell the Services and Software;

6.3 enable or allow others to use the Services and Software using your account information;

6.4 offer, use, or permit the use of or access to the Services and Software in a computer services business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time sharing basis, as a part of a hosted service, or on behalf of any third party;

6.5 construct a database or dataset using, including, or comprised of the Content Files;

6.6 access or attempt to access the Services and Software by any means other than the interface we provide or authorize;

6.7 circumvent any access or use restrictions put into place to prevent certain uses of the Services and Software;

6.8 Share or generate Content, including Creative Cloud Customer Fonts, or otherwise engage in behavior that violates anyone's Intellectual Property Rights. "Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights;

6.9 Share or generate any Content or engage in behavior that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, invasive of another's privacy, hateful, or otherwise objectionable;

6.10 Share or generate any Content that sexualizes minors or that is intended to facilitate inappropriate interactions with minors, other Adobe users, or the public;

6.11 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including not disclosing an applicable sponsorship or endorsement relationship when you leave a review;

6.12 attempt to disable, impair, or destroy the Services and Software;

6.13 upload, transmit, store, or make available any Content, including Creative Cloud Customer Fonts, or code that contains any viruses, malicious code, malware, or any components designed to harm or limit the functionality of the Services and Software;

6.14 disrupt, interfere with, or inhibit any other user from using the Services and Software (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm);

6.15 engage in chain letters, junk mail, pyramid schemes, phishing, spamming, or other unsolicited messages;

6.16 engage in fraudulent activities, such as payment and refund fraud;

6.17 place an advertisement of any products or services in the Services except with our prior written approval;

6.18 use any data mining or similar data gathering and extraction methods in connection with the Services and Software, including data scraping for machine learning or other purposes;

6.19 artificially manipulate or disrupt the Services and Software (such as manipulating appreciations on Behance or driving users to third-party sites);

6.20 create Adobe accounts for the purpose of violating the Terms or our policies (or other types of actions taken by Adobe), including, but not limited to, creating fake accounts, or for circumventing account termination;

6.21 manipulate or otherwise display the Services and Software by using framing or similar navigational technology; or

6.22 violate applicable law.

7.1 **Taxes and Third-Party Fees.** You must pay any applicable taxes and third-party fees (including, for example, telephone toll charges, mobile carrier fees, ISP charges, data plan charges, credit card fees, VAT, foreign exchange fees, and foreign transaction fees). We are not responsible for these fees. Contact your financial institution with questions about fees. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses. If you are located in a different country from the applicable Adobe entity with which you are transacting (i.e., Adobe Inc. for North American customers and Adobe Systems Software Ireland Limited for customers in all other countries), your payments will be made to a foreign entity.

7.2 **Credit Card Information.** You authorize us or our authorized vendor(s) to store your payment method and use it in connection with your use of the Services and Software as described in your Subscription and Cancellation Terms. To avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information. You authorize us or our authorized vendor(s) to continue billing and charging your account for amounts owed with the information that we obtain.

8. Your Warranty and Indemnification Obligations.

8.1 **Warranty.** You must have: (A) all necessary licenses and permissions to use and Share your Content; and (B) the rights necessary to grant the licenses in the Terms.

8.2 **Indemnification.** You will indemnify us and our subsidiaries, affiliates, officers, agents, employees, partners, and licensors from any claim(s), demand(s), loss(es), or damage(s), including reasonable attorneys' fees , arising out of, or related to:

(A) your Content, including, but not limited to Creative Cloud Customer Fonts;

(B) your use of the Services and Software (as applicable);

(C) your interactions with any other users (including Third-Party Entitlement Holders); or

(D) your violation of the Terms ("Matter").

We have the right to control the defense of any Matter subject to indemnification by you with counsel of our own choosing. You will fully cooperate with us in the defense of any Matter.

9. DISCLAIMERS OF WARRANTIES.

9.1 Unless stated in the Additional Terms, the Services and Software are provided "AS-IS." To the maximum extent permitted by law, Adobe, its affiliates, and third-party providers ("Covered Parties") disclaim all warranties, express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. The Covered Parties make no commitments about the content within the Services. The Covered Parties further disclaim any warranty that (A) the Services and Software will meet your requirements or will be constantly available, uninterrupted, timely, secure, or error-free; (B) the results obtained from the use of the Services and Software will be effective, accurate, or reliable; (C) the quality of the Services and Software will meet your expectations; or (D) any errors or defects in the Services and Software will be corrected.

9.2 The Covered Parties specifically disclaim all liability for any actions resulting from your use of any Services and Software. You may use and access the Services and Software at your own discretion and risk, and you are solely responsible for any

damage to your computer system or loss of data that results from the use of and access to any Service and Software.

9.3 If you post your Content on our servers to publicly Share through the Services, the Covered Parties are not responsible for: (A) any loss, corruption, or damage to your Content; (B) the deletion of Content by anyone other than Adobe; or (C) the inclusion of your Content by third parties on other websites or in other media.

10. LIMITATION OF LIABILITY.

10.1 Unless stated in the Additional Terms, in no event shall the Covered Parties be liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (A) resulting from loss of use, data, reputation, revenue, or profits; (B) based on any theory of liability, including breach of contract or warranty, negligence, or other tortious action; or (C) arising out of or in connection with your use of or access to the Services and Software. Nothing in the Terms limits or excludes our liability for gross negligence, intentional misconduct of Adobe or its employees, death, or personal injury.

10.2 Our total liability in any matter arising out of or related to the Terms is limited to the greater of (A) US $100; or (B) the aggregate amount that you paid for access to the Services and Software during the three-month period preceding the event giving rise to the liability. Our suppliers will have no liability in any matter arising out of or related to the Terms.

10.3 These limitations and exclusions in this section 10 (Limitation of Liability) apply to the maximum extent permitted by law even if (A) a remedy does not fully compensate you for any losses or fails of its essential purpose; or (B) the Covered Parties knew or should have known about the possibility of damages.

10.4 The Terms set forth the entire liability of the Covered Parties as well as your exclusive remedy with respect to access and use of the Services and Software.

11.1 **Termination by You.** You may cancel your subscription and terminate your use of the Services and Software at any time. Cancellation or termination of your account does not relieve you of any obligation to pay any outstanding fees associated with your subscription, including, but not limited to early cancellation fees.

11.2 **Termination by Us.** Unless stated in the Additional Terms, we may at any time immediately terminate or suspend your right to use and access the Services and Software if in Adobe's sole discretion:

(A) you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);

(B) you fail to make the timely payment of fees for the Services and Software, if any;

(C) you physically, verbally, or through other means abuse, threaten, bully, or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Services and Software);

(D) you have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have asked you to stop (in such circumstances, we may alternatively suspend or

restrict your access to the Services or Software);

(E) continuing to provide the Software or Services to you would violate any applicable law;

(F) we elect to discontinue the Services and Software, in whole or in part if it becomes impractical for us to continue offering Services in your region due to change of law, or other reason; or

(G) there has been an extended period of inactivity in your free account

If we terminate the Terms, or your use of the Services and Software for reasons other than for cause, as listed in any of Sections (A) to (D) and (G) above, we will make reasonable efforts to notify you via the email address you provide to us, at least thirty (30) days prior to termination, with instructions on how to retrieve your Content. If we terminate your use of the Services and Software for reasons listed in Sections (E) or (F), we may, in our sole discretion, provide you with a pro rata refund for any prepaid, unused fees for that Service or Software. Upon termination by us, you may lose access to your Content.

11.3 **Survival.** Upon the expiration or termination of the Terms, some or all of the Services and Software may cease to operate without prior notice. Your indemnification obligations, our warranty disclaimers and limitations of liabilities, and the dispute resolution provisions stated in the Terms will survive.

11.4 **Account Deactivations and Appeals**. If you believe your Adobe Account has been deactivated in error, you may submit an appeal by following the process outlined when you attempt to log into your account or at our Transparency Center. If you have any related questions, please contact Adobe Customer Care.

12. Trade Sanctions and Export Control Compliance.

The Services and Software, and your use of them, are subject to laws, restrictions, and regulations of the United States and other jurisdictions that govern the import, export, and use of the Services and Software. By using the Services and Software, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the Services and Software by the laws of any jurisdiction. Additionally, you agree not to upload to or transmit over any Services or Software any content that is controlled for export from the United States (including technical data controlled under the US International Traffic in Arms Regulations and technology controlled under the US Export Administration Regulations) without prior written approval from Adobe.

13. Australian Consumer Law.

Nothing in the Terms is intended to exclude, restrict, or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA") or any other legislation which may not be excluded, restricted, or modified by agreement. If the CCA or any other legislation implies a condition, warranty, or term into the Terms or provides statutory guarantees in connection with the Terms, in respect of goods or services supplied (if any), our liability for breach of such a condition, warranty, other term or guarantee is limited (at our election), to the extent it is able to do so: (A) in the case of supply of goods, our doing any one or more of the following: (1) replacing the goods or supplying equivalent goods; (2) repairing the goods; (3) paying the cost of replacing the goods or of acquiring equivalent goods; and (4) paying the cost of having the goods repaired; or (B) in the case of supply of services, our doing either or both of the following: (1) supplying the services again; and (2) paying the cost of having the services supplied again.

14. Dispute Resolution, Class Action Waiver, Arbitration Agreement.

Adobe Customer Care is available to address most concerns that you may have regarding Adobe's Services and Software. Contact Adobe Customer Care here: https://www.adobe.com/go/csupport_subscriptterms.

14.1 **Notice of Claim and Required Information Dispute Resolution Process**. If you have any concern or dispute that Adobe Customer Care is unable to resolve ("Claim"), you agree to first try to resolve the dispute informally and in good faith by contacting us and providing a written Notice of Claim to the address provided in section 18.2 (Notice to Adobe). The Notice of Claim must provide Adobe with fair notice of your identity, a description of the nature and basis of your Claim, and the relief you are seeking, including the specific amount of any monetary relief you are seeking, and cannot be combined with a Notice of Claim for other individuals. If any dispute related to your Claim is not resolved within 30 days of receipt, any resulting legal actions must be resolved through either small claims court or final and binding arbitration, including any dispute about whether arbitration is required for the dispute, subject to the exceptions set forth below. Neither party shall initiate legal action until 30 days after the Notice of Claim is received. This agreement to arbitrate shall apply, without limitation, to all claims that arose or were asserted before the effective date of the Terms. The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of the Terms or formation of the Terms, including whether any dispute between us is subject to arbitration (i.e., the arbitrator will decide the arbitrability of any dispute) and whether all or any part of these Terms are void or voidable. Claims related to the Terms, Services, or Software are permanently barred if not brought within one year of the event resulting in the Claim.

14.2 **No Class Actions. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Nonetheless, if any portion of this class action waiver is deemed unenforceable or invalid as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.**

14.3 **Arbitration Rules**. If you reside in the Americas, JAMS will administer the arbitration in Santa Clara County, California, USA, pursuant to its Streamlined Arbitration Rules and Procedures. If you reside in Australia, New Zealand, Japan, mainland China, Hong Kong, Macau, Taiwan, South Korea, India, Sri Lanka, Bangladesh, Nepal, or a member state of the Association of Southeast Asian Nations (ASEAN), then the Singapore International Arbitration Centre (SIAC) will administer the arbitration in Singapore under its Rules of Arbitration, which rules are deemed to be incorporated by reference in this section. Otherwise, the London Court of International Arbitration (LCIA) will administer the arbitration in London, UK under the LCIA Arbitration Rules. There will be one arbitrator that you and Adobe mutually select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us. In the event of a conflict between the rules of the arbitration provider and the Terms, including with respect to the assessment of the fees and costs of arbitration, the Terms will govern.

14.4 **Arbitration Fees and Costs**. Payment of all filing, administration, and arbitrator fees and costs of arbitration will be governed by the rules of the arbitration provider, except that to the extent that you bring a Claim as part of a Coordinated Action, we agree that the parties will equally share all of the fees and costs of arbitration (to the extent that allocation is not already required under applicable rules). For purposes of this section, a "Coordinated Action" is any action in which

you are represented by a law firm or collection of law firms that has filed numerous coordinated individual arbitration demands of the same or similar nature against Adobe within a short time. Notwithstanding the above, if you are unable to afford fees or costs of arbitration, Adobe will pay them. If the arbitrator finds that either the substance of a Claim or the relief sought in arbitration was frivolous, or a Claim was brought for an improper purpose, the parties may seek to re-allocate the fees and costs of arbitration, according to the rules of the arbitration provider.

14.5 **Exceptions to Arbitration – Small Claims and Injunctive Relief**. Notwithstanding the foregoing, either party may elect to have any Claim that is subject to the jurisdiction of small claims court decided in small claims court in Santa Clara County, California, USA, or the county of your residence. If either party files a Claim in arbitration that could have been brought in small claims court, the other party may provide notice that it wants the case decided in small claims court before the appointment of an arbitrator, and the arbitrator shall administratively close the case before assessing any fees, and the party bringing the Claim must proceed in small claims court in lieu of arbitration. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration. Additionally, either party shall be entitled to apply for preliminary injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, such as in the event of your or others' unauthorized access to or use of the Services or Software in violation of the Terms. If a party has a dispute in which they seek to obtain both preliminary injunctive relief and other forms of relief, the party may go to court to seek preliminary injunctive relief but must arbitrate its claims or seek relief in small claims court for all other forms of relief.

14.6 **Acceptance of Arbitration and Right to Opt Out**. Within the first thirty (30) days of your use of the Services and Software or the date of the last update to section 14 (Dispute Resolution, Class Action Waiver, Arbitration Agreement) of the Terms, whichever is later, you have the right to opt out of the arbitration and class action waiver provisions of section 14 (Dispute Resolution, Class Action Waiver, Arbitration Agreement) by sending us written notice of your decision at the address set forth in section 18.2 (Notice to Adobe) or via email at ContractNotifications@adobe.com. If you opt out of these provisions, Adobe will also not be bound by them.

If you are a Business, then we may, no more than once every twelve (12) months, upon at least seven (7) days' prior notice to you, appoint our personnel or an independent third-party auditor who is obliged to maintain confidentiality, to inspect (including manual inspection, electronic methods, or both) your records, systems, and facilities to verify that your installation and use of Services or Software comply with our Terms. Additionally, you will provide us with all records and information requested by us within thirty (30) days of our request in order for us to verify that the installation and use of any and all Services and Software is in conformity with your valid licenses. If the verification discloses a shortfall in conformity with the licenses for the Services and Software, you will immediately acquire any necessary licenses, subscriptions, and applicable back maintenance and support or other applicable action in order to remedy any such non-conformity(ies).

16. Updates to Services and Software and Availability.

16.1 **Updates to the Services and Software.** We may modify, update, or discontinue the Services and Software (including any portions or features), which modifications, updates or discontinuations may, for clarity, be detrimental or result in a diminishment of value to you, at any time, without liability to you or anyone else. For changes to paid offerings that, in Adobe's reasonable discretion, are detrimental or result in a material diminishment of value to you, we will make reasonable commercial efforts to notify you of such modification, update, or discontinuation. If we discontinue the Services or Software in its entirety, we will use reasonable commercial efforts

to allow you to transition your Content, and we may provide you with a pro rata refund for any unused fees for that Service or Software that you prepaid.

16.2 **Availability.** Our webpages may be accessible worldwide, but this does not mean all Services and Software are available in your country or that user-generated content available via the Services and Software is legal or available in your country. Access to certain Services (or certain Service features) or Software may be blocked in certain countries. Users in China are not permitted to access or use any online services within our Services and Software, and must purchase the Services and Software specifically made available to users in China for use in China. It is your responsibility to make sure your use of the Services and Software is legal or available where you use them. Services and Software are not available in all languages.

17. No Modifications, Reverse Engineering, Artificial Intelligence/Machine Learning (AI/ML).

Certain elements of the Services and Software constitute our (or our licensors') confidential information. Except as expressly permitted in the Terms, you must not (and must not allow third parties to): (A) modify, port, adapt, or translate any portion of the Services or Software; (B) reverse engineer (including but not limited to monitoring or tracking the inputs and outputs flowing through a system or an application in order to recreate that system), decompile, disassemble, or otherwise attempt to discover, within any Service or Software, the source code, data representations or underlying algorithms, processes, methods, and any other portion of such Service or Software; or (C) use the Services or Software, or any content, data, output, or other information received or derived from the Services or Software, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence system, including but not limited to any architectures, models, or weights. If the laws of your jurisdiction give you the right to decompile the Services or Software to obtain information necessary to render the licensed portions of the Services or Software interoperable with other software, you must first request such information from us. We may, in our discretion, either provide such information to you or impose reasonable conditions, including a reasonable fee, on your decompilation of the Services or Software to ensure that our and our licensors' and suppliers' proprietary rights in the Services and Software are protected.

18.1 **English Version.** The English version of the Terms will be the version used when interpreting or construing the Terms.

18.2 **Notice to Adobe.** You may send notices to us at the following address: Adobe Inc., 345 Park Avenue, San Jose, California, 95110-2704, USA, Attention: General Counsel.

18.3 **Notice to You.** We may notify you by your email or postal mail associated with your account, postings within the Services, or other legally accepted means. It is your responsibility to keep your account information current to receive notifications.

18.4 **Non-Assignment.** You may not assign or otherwise transfer the Terms or your rights and obligations under the Terms, in whole or in part, without our written consent, and any such attempt will be void. We may assign or transfer our rights under the Terms to a third party without your consent.

18.5 **Government Terms.** If you are a U.S. government entity, or if the Terms are or become subject to the Federal Acquisition Regulations (FAR), then the Services and Software, provided under the Terms are "Commercial Product(s) or Commercial Service(s)", as those terms are defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," and services related thereto, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, the Commercial Computer Software and Commercial

Computer Software Documentation are licensed to U.S. Federal Government End Users (A) only as Commercial Products and Services; and (B) with only those rights as are granted to all other end users pursuant to the Terms. Unpublished rights are reserved under the laws of the United States.

18.6 **Headings.** Headings used in the Terms are provided for convenience only and will not be used to construe meaning or intent.

18.7 **Severability.** If any provision of the Terms is held invalid or unenforceable for any reason, the remainder of the Terms will continue in full force and effect and such provision shall be ineffective only to the extent of such invalidity or unenforceability.

18.8 **No Waiver.** Our failure to enforce or exercise any provision of the Terms is not a waiver of that provision.

18.9 **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to Adobe) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

We respect the Intellectual Property Rights of others, and we expect our users to do the same. We will respond to clear notices of copyright infringement consistent with the Digital Millennium Copyright Act ("DMCA"). You can learn more about Adobe's IP Takedown policies and practices here: http://www.adobe.com/legal/dmca.html.

Adobe Inc.: 345 Park Avenue, San Jose, California 95110-2704, USA.
Adobe Systems Software Ireland Limited: 4-6 Riverwalk, City West Business Campus, Saggart, Dublin 24, Republic of Ireland
Adobe_General_Terms_of_Use-en_US_20240217

Terms and Conditions

MANGO LANGUAGES TERMS OF SERVICE

THIS IS A BINDING LEGAL CONTRACT. PLEASE REVIEW IT CAREFULLY.

These Terms of Service form an agreement between you and Creative Empire, LLC d/b/a Mango Languages ("Mango", "we", "us", or "our") and cover your use, license and access to Mango owned and/or controlled websites, Chrome extensions, applications and related software services (collectively, "Site") as well as related material, information, programming, products or anything of value (the "Services"). BY ACCESSING THE SITE OR USING THE SERVICES, WHICH MAY INCLUDE CREATING AN ACCOUNT, DOWNLOANDING OUR CHROME EXTENSION, AND/OR USING OUR APPLICATIONS YOU AGREE TO BE BOUND BY THIS CONTRACT AND ACKNOWLEDGE YOU HAVE REVIEWED OUR PRIVACY POLICY (https://mangolanguages.com/legal/privacy-policy/) **AND CONSENT TO FORMING THIS AGREEMENT ELECTRONICALLY. UNLESS YOU AGREE TO THESE TERMS OF SERVICE, YOU ARE NOT AUTHORIZED TO USE OUR SITE OR ACCESS, STREAM, OR DOWNLOAD SOFTWARE, AUDIO OR VIDEO OR INTERACTIVE CONTENT, OR ANY MATERIALS**

ON THE SITE, INCLUDING WITHOUT LIMITATION TEXT, IMAGES, LOGOS, DATABASES, EMAILS, STED COMMENTS OR REVIEWS (collectively "Content"). The Site, Services and Content are rred to collectively herein as the "Mango Products".

(https://mangolanguages.com)

We may make improvements and/or changes in the Mango Products, add new features, or terminate the Site or any of the Mango Products at any time without notice. YOU AGREE THAT YOU WILL REVIEW THIS AGREEMENT PERIODICALLY AND THAT YOU SHALL BE BOUND BY THIS AGREEMENT AND ANY MODIFICATIONS TO IT.

PLEASE NOTE THAT THESE TERMS OF SERVICE REQUIRE THE USE OF MANDATORY BINDING ARBITRATION, AND ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED IN THE MANDATORY ARBITRATION OF DISPUTES SECTION BELOW.

Some terms may not apply to you, depending on where you are in the world. It is your responsibility to look out for any notices explaining terms that are relevant to particular countries only.

These Terms of Service were last updated on March 8, 2024.

1. **ACCEPTANCE:**

   These Terms of Service (the "Agreement" or "Terms of Service") is between you and Creative Empire, LLC, d/b/a Mango Languages, a Michigan limited liability company. By accessing and using the Mango Products, you hereby agree to the following Terms of Service, including all modifications. If you do not agree, or do not have the requisite authority and consent to be bound by the Terms of Service (as further described below), you may not access or use the Mango Products in any way.

2. **ACCOUNTS:**

   While you do not need to register for an account to use all portions of the Site, in order to access certain parts of the Mango Products, you may need to establish an account ("Account") with us and register or obtain a user ID and/or e-mail address and password. To establish an Account, you must provide us with personal data. We describe how we protect your personal data in the Privacy Policy (https://mangolanguages.com/legal/privacy-policy/). Users who have established an Account ("Registered Users") may access portions of our Site that require an Account.

   We may reject a user ID (or e-mail address) for any reason in our sole discretion. For example, we may reject a user ID (or e-mail address) that: (1) is already being used by someone else, (2) that may be construed as impersonating another person, (3) that belongs to another person,

(4) that violates the intellectual property or other rights of any person, or (5) that is offensive. You may only have one active Registered User Account, as defined below, on the Site at any given time, and you may not allow other people to use your Account to access the Site.

3. **USE OF PASSWORDS:**

AS PART OF OUR ACCOUNT REGISTRATION PROCESS, YOU WILL SELECT A PASSWORD. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY PASSWORD YOU USE TO ACCESS THE SITE AND AGREE THAT WE WILL HAVE NO OBLIGATIONS WITH REGARD TO YOUR PASSWORD. You agree not to assign, transfer or sublicense your rights as a Registered User of the Site. Only you may use your password and/or access your Account. You may not disclose your password or other Account credentials to anyone else. If you are a Registered User, you must accurately maintain and update the information you have provided to us. You agree that you are responsible for all activities that occur under your Account, for maintaining the confidentiality of your password, and for restricting access to your computers, tablets, mobile phones and other computing devices (collectively "Devices") so others may not access the Site in violation of this Agreement. In addition, you agree to log out of your Account at the end of each session if you are using a shared device.

You agree to notify us of any unauthorized use of your Account, user ID (or e-mail address), or password, or any other breach of security that you become aware of involving or relating to the Site by contacting us as soon as possible via the phone number listed in the "Contact Us" link in the "Help Center" section of the Site or by emailing us at support@mangolanguages.com. We reserve the right to take any and all actions we deem necessary or reasonable to maintain the security of our Site and your Account including, without limitation, terminating your Account, changing your password or requesting information from you to authorize transactions on your Account. WE EXPLICITLY DISCLAIM LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

4. **ELIGIBILITY:**

By registering for or using the Mango Products in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms of Service, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer any portion of the Mango Products to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that your use of the Mango Products is in compliance with all laws, rules and regulations applicable to you. Your right to access the Mango Products is revoked where these Terms of Service or use of the Mango Products is prohibited, or to the extent the offering, sale or provision of the Mango Products conflicts with any applicable law, rule or regulation.

5. **PROMOTIONS:**

Any promotions made available through the Services may be governed by rules that are separate from these Terms of Service

(https://mangolanguages.com)

If you participate in any promotions, please review the applicable rules as well as our Privacy Policy (https://mangolanguages.com/legal/privacy-policy/). If the rules for a promotion conflict with these Terms of Service, the promotion rules will apply.

6. **GRANT OF LICENSE:**

We grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the portion of the Mango Products available to you based on the access that has been granted to your Account, and to (where allowable through your ordinary use) download the Content to your Devices, for your own personal non-commercial use, provided that you comply fully with these Terms of Service. You acknowledge and agree that certain Content, including Mango Movies, may be owned by Mango and/or its licensors. You therefore acknowledge and agree that such Content may be added, removed or unavailable from time to time (the "Unavailability"), and such Unavailability shall not be deemed a breach of this Agreement or any other agreement between you and Mango. Public performances rights are strictly prohibited unless otherwise specified on the Mango Movie regulations found on the Site. The Content that may be available to view will vary by geographic location. Mango Languages will use technologies to verify your geographic location. We reserve all rights not specifically granted to you in this Agreement.

We work constantly to improve the Mango Products, and you agree that we are able to modify the Mango Products at anytime without notice. As part of this continual improvement, we may introduce new features or services, impose limits on, change, suspend, disable, remove, update, upgrade, rollback, or restrict access to features, services, software, content or any part of the Mango Products. You understand and accept that you should not exclusively rely on any feature, service, software or content to store or preserve your information, data or content. At any time certain features, services, software or content may be disabled or made available in modified form based on your age or location or account affiliation. We may offer free trials or other limited versions of the Mango Products so that you can preview these products before purchase. These versions may have limited features, restrict the permitted time of use and contain other limitations. The features, functionality, or availability of a third-party service may change or be discontinued.

7. **RESTRICTIONS:**

While using the Mango Products, you are required to comply with all applicable statutes, orders, regulations, rules and other laws. You may not use the Mango Products for any fraudulent or unlawful purpose, and you may not take any action to interfere with the Mango Products or any other party's use of the Mango Products. The rights granted to you in these Terms of Service are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, copy, reproduce, distribute, host or otherwise commercially exploit the Mango Products; (b) you shall not interrupt or interfere with, or attempt to interrupt or interfere with, the operation of the Mango Products; (c) you shall not use framing techniques to enclose any trademark or logo on the Mango Products; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Mango Products except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (e) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to "scrape" or download data from any web pages contained in the Mango Products; (f) except as expressly stated herein, no part of the Mango Products may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Site or Services, as designated by Mango; (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Mango Products; (h) you shall not access the Site for purposes of monitoring its availability, performance or functionality, or for any benchmarking or competitive purposes; (i) you shall not build a competitive product or service using the Mango Products, build a product or service using similar ideas, features, functions, or graphics as the Mango Products or determine whether the Mango Products are within the scope of any patent; (j) you shall not disseminate on the Site any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment, or violate or attempt to violate the security of the Site; (k) you shall not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Mango Products, or express or imply that we endorse any statement you make; and (l) you shall not assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Mango Products. Any future release, update or other addition to the Mango Products shall be subject to these Terms of Service. Any unauthorized use of the Mango Products automatically terminates the limited license granted to you by Mango.

8. **INTERACTIVE SERVICES & USER GENERATED CONTENT:**

Interactive Services

Our Services may allow you to post content ("User Content"). This may include discussion forums, or other interactive areas or services, including: blogs, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services, including without limitation any Mango social network site and any Mango Movie products, our reading feature, our vocabulary feature, services and/or software licensed to Mango, in which you or third parties create, post, or store any content, messages, comments, questions, information, movies, images, materials or other items on the Site (collectively, "Interactive Areas"). These areas may be open to the public and any personal data you voluntarily post or provide at registration in an Interactive Area, may be viewed, collected and/or used by others. We are not responsible for the personal data you submit in connection with the Interactive Areas, nor are we responsible for how others might use that information, including sending you unsolicited messages. Submissions to the Mango Interactive Areas do not represent the views of Mango, or any individual associated with Mango, and we do not control this content. In no event will you represent or suggest, directly or indirectly, Mango's endorsement of user submissions in the Interactive Areas. Mango does not vouch for the accuracy or credibility of any content submitted by users in the Interactive Areas, and does not take any responsibility or assume any liability for any actions you may take as a result of reading or viewing user-published content in the Interactive Areas. Through your use of the Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate, deceptive or otherwise unsuitable for young children (including children under the age of 18), such as content containing violence, language, drug references or use, or sex. If possible, Mango will attempt to provide applicable ratings from the Motion Picture Association of America prior to accessing any Interactive Areas ("Ratings"), but you acknowledge and agree that Mango is under no obligation to provide you any such Ratings and Mango shall not be liable to you for any reason whatsoever in connection with any Ratings, including the accuracy or completeness thereof or not providing you any Ratings. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using the Interactive Areas, you assume any and all associated risks, of any kind or character, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, arising out of or in any manner incident, relating or attributable to such use of the Interactive Areas.

Your Right to Post User Content

You are responsible for the User Content that you post to the Services, including its legality, reliability, and appropriateness. You are solely responsible for obtaining all rights clearances with respect to all User Content created or provided by you.

By posting User Content, you grant us the royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, adapt, modify, re-format, publicly perform, publicly display, reproduce, create derivative works of, distribute, and otherwise commercially exploit in any manner all such User Content on and through the Services. You retain any and all of your rights to any User Content you submit, post or display on or through the Services and you are responsible for protecting those rights. You agree that this license includes the right for us to make your User Content available to other users of the Services, who may also use your User Content subject to these Terms of Service.

You represent and warrant that: (i) your User Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms of Service, and (ii) the posting of your User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You may be held legally liable for the contents of your User Content.

User Content Restrictions

We are not responsible for the User Content available via the Service's. You expressly understand and agree that you are solely responsible for your User Content and for all activity that occurs under your account, whether done so by you or any third person using your account.

You may not transmit any User Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable User Content include, but are not limited to, the following:

1. Unlawful or promoting unlawful activity.
2. Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
3. Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
4. Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
5. Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.

6. Impersonating any person or entity including Mango and its employees or representatives.
7. Violating the privacy of any third person.
8. False information and features.

We reserve the right, but not the obligation, to, in our sole discretion, determine whether or not any User Content is appropriate and complies with these Terms of Service and refuse or remove any User Content. We further reserve the right to make formatting and edits and change the manner of any User Content. We can also limit or revoke the use of the Services if you post any objectionable User Content. As Mango cannot control all content posted by users and/or third parties on the Services, you agree to use the Services at your own risk. You understand that by using the Services you may be exposed to content that you may find offensive, indecent, incorrect or objectionable, and you agree that under no circumstances will Mango be liable in any way for any content, including any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of your use of any User Content.

User Content Backups

Although regular backups of User Content may be performed, we do not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, User Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

We will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of User Content. But you acknowledge that we have no liability related to the integrity of User Content or the failure to successfully restore User Content to a usable state.

You agree to maintain a complete and accurate copy of your User Content in a location independent of the Services.

9. **ACCESS AND USE CHARGES:**

Some of the Mango Products require you to purchase a subscription in order to use them. A paid subscription to some of these Mango Products may be purchased directly through our Site (the “Subscription Services”). We may utilize an agent, subsidiary, or affiliate to process payment and additional terms with your payment provider may apply. In order to utilize paid Subscription Services, you will be required to enter your financial account information or payment card information, as we may require from time to time including, but not limited to, your legal name, address, company name, email, telephone number(s), and payment data if

applicable (e.g., credit card number and expiration date) (collectively "Registration Data"). You agree that all Registration Data you provide will be accurate, complete and up-to-date. You must be authorized to use the payment method that you enter in your Account. You authorize Mango to charge your payment card for the price, as well as any applicable sales tax, of any Subscription Services that you choose to sign up for while this Agreement is in force. We may initiate payments (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for Subscription Services. Subscription Services automatically renew for another term, identical to the last in length, upon the end of the then-current term (the "Renewal Date"). On each Renewal Date, your payment method will be charged the amount of the applicable Subscription Services, unless you cancel the Subscription Services prior to the Renewal Date. By providing your payment method information for the Subscription Services, you are agreeing to pay a subscription fee, that shall automatically renew, at the then current rate, unless you cancel prior to the expiration of the current Renewal Date, and any applicable taxes and service fees. You consent to our right to modify our pricing, and the details of the Mango Products and/or our Subscription Services. In the event you do not wish to accept a modified price or any modified Subscription Services, you may cancel your Subscription Services by emailing us at support@mangolanguages.com, otherwise you shall be deemed to have consented to the modified price or modified Subscription Services and authorize Mango to charge the new price to your payment method. In the event there are any discrepancies in billing, you hereby waive your right to dispute such discrepancies in the event you do not notify us within sixty (60) days after they first appear on an account statement.

You must notify us of any change in the credit card or other payment information you furnish to us. You agree to reimburse us for any costs of collection, including reasonable attorneys' fees if we are unable to charge the credit card or other payment method you have on file with us. Failure to comply with this provision (including, without limitation, falsification of any Registration Data) may, at our option, result in immediate suspension or termination of your right to use the Mango Products without refund of any sums you may have paid. Through the settings area on the Site you may correct or update your Registration Data. You agree to notify us promptly, following the instructions in the "Help Center" section of the Site, in the event of any known or suspected unauthorized use of your Account or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or payment information. In the event of a breach of security of which you are aware or should be aware, you will remain liable for any unauthorized use of your Account until you request that we suspend your Account. You must immediately notify us if your credit card is lost or is subject to use without your authorization. We may from time to time modify the price on any or all o

the Subscription Services. We will give you notice of any price changes for our Subscription Services by posting the modified prices on the Site. If applicable, you must pay for all your purchases by credit card or other payment methods available through the Site.

If any portion of the Mango Products available to you through your purchase of our Subscription Services is defective and you no longer wish to continue with your Subscription Services unless the defect is fixed, we will at our sole discretion either replace the defective portion of the Mango Products or provide you with a prorated refund from the date of notification, provided you notify us within fourteen (14) days after you first make use of such defective portion of the Mango Products.

The Site may create or advertise promo codes, discounts, coupon codes, or other similar offers ("Promo Codes") that provide a benefit to you when entered upon checkout. These cannot be applied to prior or completed transactions, they must be provided at the time of purchase. Only consumers can use Promo Codes, they cannot be used by resellers, wholesalers, practitioners, or the like. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on the Site. Promo Code offers are valid only on new Subscription Services via mangolanguages.com (http://mangolangages.com/) (not valid on App Store or Google Play purchases). Limit one per customer. Promo Code offers are not redeemable for cash or gift cards, nor are they valid toward previous purchases. Promo Codes are not valid with any other offers, and are void if altered, copied, transferred, auctioned or sold.

10. **PROPRIETARY RIGHTS:**

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You further agree that submission of any ideas, suggestions, documents, and/or proposals to Mango ("Feedback") is done voluntarily and on a non-confidential basis and that Mango has no obligations with respect to such Feedback. The Site may allow you to leave product reviews, opinions, or testimonials (collectively, all of which also are considered "User Content"). We may (but are not required to) reach out to you with a separate agreement to further define our rights in the User Content. You represent and warrant that you have all

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rights necessary to submit the Feedback and the User Content. PLEASE DO NOT POST OR SEND US ANY USER CONTENT, IDEAS, SUGGESTIONS, OR OTHER USER CONTENT THAT YOU WISH TO KEEP PRIVATE OR PROPRIETARY OR FOR WHICH YOU EXPECT TO RECEIVE COMPENSATION. You hereby grant to Mango a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback and User Content, and to sublicense the foregoing rights.

11. **"OPT-OUT" FOR SPECIAL NOTICES:**
    We may periodically make special offers or communications by email. If you do not wish to receive such communications, you can "opt out" by clicking the "Remove Me" link, or similar link, in the e-mail communication.

12. **DOWNLOADS:**
    The Site may allow you to download certain content, applications, software, and other information or materials. Mango makes no representation that such downloads will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with Mango or a third party; for example, an agreement with a mobile application store.

13. **MOBILE APPLICATIONS:**
    The Site may include mobile or other applications that you can download to your Devices ("**Mobile App**") via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms and conditions related to that service from the service provider ("**App Store Provider**"). WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD PARTY SERVICE.

    You acknowledge that this Agreement and your use of a Mobile App is between you and us only, and not with any App Store Provider or its affiliates or subsidiaries. As between us and an App Store Provider, we are solely responsible for the Mobile App and its Content. If anything in this Agreement conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with this Agreement, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with you via features like Apple's Family Sharing (or similar features from other App Store Providers) or volume purchasing. We are

solely responsible for providing any maintenance and support services for the Mobile App, as specified in this Agreement or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, or any warranties for the same.

WE DISCLAIM ALL WARRANTIES RELATED TO ANY MOBILE APP. However, in the event that the Mobile App fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may refund the purchase price for the Mobile App. To the maximum extent permitted by applicable law, no App Store Provider will have any other warranty obligation whatsoever with respect to the Mobile App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty is our responsibility.

We, not the App Store Provider, are responsible for addressing any claims relating to the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection, privacy, or similar legislation; and (iv) claims that the Mobile App infringes a third party's intellectual property rights as well as the investigation, defense, settlement and discharge of any such intellectual property infringement claim. By using the Mobile App, you represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement and your use of the Mobile App, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

14. **INFORMATION PROVIDED:**

    YOU ACKNOWLEDGE THAT YOUR RELIANCE UPON ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE IS AT YOUR SOLE RISK. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION AND WITHOUT NOTICE, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE, OR TO DENY ACCESS TO THE SITE OR THE MANGO PRODUCTS TO ANYONE AT ANY TIME.

15. **THIRD PARTY SITES:**

    The Site may contain links, pointers and/or references to other sites on the Internet that may be maintained by third parties. Such links do not constitute an endorsement by us of any third-party site or any materials contained therein. We do not control, and are not responsible

for, the accessibility, availability, accuracy, or currency of such third-party sites or any information, content, products or services that may or may not be accessible from such third-party sites. If you click these links or otherwise visit these websites, you will leave our Site. If you click any external link, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements that may result. You acknowledge and agree that Mango will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, events, goods or services available on or through any such third-party site or resource. Any dealings you have with third parties found while using the Mango Products are between you and the third party, and you agree that Mango is not liable for any loss or claim that you may have against any such third party.

We may maintain a presence on and link to social media websites, including Facebook, LinkedIn, Twitter, YouTube, Instagram, and others (collectively, "Social Media Pages"), to provide a place for people to learn more about us and our products and to share experiences with our products. When you visit these Social Media Pages, you are no longer on our Site, but rather a website operated by a third party. All comments, visuals and other materials posted by visitors to the Social Media Pages do not necessarily reflect our opinions, values or ideas. All visitors to the Social Media Pages must comply with the respective social media platform's terms of use.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTY WEBSITES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

16. **AGE RESTRICTIONS AND AUTHORIZATION:**

Mango will not agree to sell the Mango Products to any individual under the age of eighteen (18). If you are under the age of eighteen (18), you may use the Mango Products, but only with the involvement and consent of a parent, legal guardian, or at the direction of your institution if they have the legal right to provide consent. If you purchase the Mango Products on behalf of an institution, you represent and warrant that you are an authorized representative of the institution with the authority to: (1) bind that institution to this Agreement; (2) provide any required consent for your users, and (3) agree to the terms of this Agreement on behalf of the institution. We require verifiable parental consent, or the equivalent required legal consent in the relevant jurisdiction, before collecting any Registration Data from persons under 16 years

old if you are located in an EU Member Nation (or if you are a Citizen or resident of an EU Member Nation), or if you are under thirteen (13) years old and you are located in the United States.

17. **COPYRIGHT INFRINGEMENT NOTICES:**

We respect the intellectual property of others, and we ask you to do the same. Because of the size of our community, we do not and cannot verify that you users have the right to post User Content. However, we cooperate in removing infringing or unlicensed items once an authorized representative of the rights owner properly reports them to us. If you believe that any User Content infringes on your copyright, trademark or other intellectual property rights, please provide us with a notice of infringement.

It is our policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("DMCA"). This section describes the information that should be present in these notices and the take down procedure we follow with respect to allegedly infringing material. If we receive proper notification of claimed copyright infringement, our response to these notices may include removing or disabling access to the allegedly infringing material and/or terminating or suspending users. If we remove or disable access in response to such a notice, we will make a good-faith attempt to contact the provider of the allegedly infringing content so that they may make a counter notification pursuant to the DMCA. It is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect their copyrighted works that we determine are reasonable under the circumstances.

If you believe that any User Content on the Site or any part of the Mango Products infringes upon any copyright which you own or control, you may send a written notification to our designated copyright agent (the "Designated Agent"), identified below, with the following information:

1. A description of the copyrighted work or other intellectual property that you claim has been infringed, with sufficient detail so that we can identify the alleged infringing material;
2. The URL or other specific location on the Site that contains the alleged infringing material described in (a) above, with reasonably sufficient information to enable us to locate the alleged infringing material;
3. Your name, mailing address, telephone number and email address;
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf;

5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you that the information contained in your notice is accurate and that you are willing to swear under penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

Designated Agent:

DMCA Agent; Legal Department
P.O. Box 773164

Detroit, MI 48277-3164
DMCA@mangolanguages.com

To notify the provider of the allegedly infringing material to which we have removed or disabled access, we may forward a copy of your infringement notice, including your name and email address to the provider of the allegedly infringing material.

We may terminate users who, in our sole discretion, are deemed to be repeat infringers. Knowingly misrepresenting in a notification that material is infringing can subject you to damages, including costs and attorneys' fees, incurred by us or the alleged infringer. If you receive an infringement notification from us, you may file a counter notification pursuant with our Designated Agent pursuant to the DMCA. To file a counter notification, please provide our Designated Agent with the following information:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
2. Your name, mailing address, telephone number and email address;
3. The following statement: "I consent to the jurisdiction of Federal District Court for the Eastern District of Michigan";
4. The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
5. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
6. Your signature, in physical or electronic form.

Upon receipt of valid counter notification, we will promptly provide the person who provided the original infringement notification with a copy of your counter notification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days. Further, we will replace the removed material and cease disabling access to it not less

than 10, nor more than 14, business days following receipt of your counter notice, unless Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on the Site.

18. **OTHER POLICIES:**

    This Agreement applies exclusively to your access to, and use of, the Mango Products and does not alter in any way the terms or conditions of any other agreement you may have with us for other products, services, programs or otherwise. Additional policies and terms may apply to use of specific portions of the Site and to the purchase of certain merchandise or services and are included as part of this Agreement whether they reference this Agreement or not.

    Other types of agreements and policies that you may be subject to include, but are not limited to:

    - Order Form and Terms of Service
    - Content Classification Guide
    - Feedback Policy
    - Movie Regulations
    - Terms and Conditions for Promotions
    - Cancellation Policy
    - Privacy Policy

    The provisions of this Agreement apply to these agreements, terms and policies.

19. **INDEMNIFICATION:**

    You hereby agree to indemnify, defend and hold us harmless from and against any and all losses, damages, liabilities, claims, causes of action, costs and expenses, including reasonable attorneys' fees, arising out of or related to your use of the Mango Products, including your actual or alleged violations of these Terms of Service. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without our written consent.

20. **RELEASE:**

    Except to the extent prohibited by applicable law, you hereby release Mango and our Affiliates subsidiaries, divisions and related companies as well as our agents, suppliers, service providers, contractors and retailers and its and their successors (collectively, "Releasees") from all claims, demands, losses, damages, rights, and actions of any kind, including personal

injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with third-party websites of any kind, arising in connection with or as a result of the Terms of Service or your use of the Mango Products. If you are a California resident, you waive California Civil Code Section 1542, which states in substance, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

21. **WARRANTY AND DISCLAIMERS:**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SITE AND SERVICES (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED "AS IS" AND "WHEN AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR COMPATIBILITY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MANGO PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE MANGO PRODUCTS WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHERMORE, THE WARRANTY DOES NOT APPLY TO YOUR INABILITY TO ACCESS THE MANGO PRODUCTS BECAUSE OF YOUR LACK OF NECESSARY HARDWARE, SOFTWARE OR BOTH. YOUR ACCESS TO AND USE OF THE MANGO PRODUCTS IS VOLUNTARY AND AT YOUR OWN RISK.

22. **LIMITATION OF LIABILITY:**

WE AND OUR RELEASEES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OR THE INABILITY TO ACCESS OR USE THE MANGO PRODUCTS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE. UNDER NO CIRCUMSTANCES SHALL RELEASEES BE LIABLE TO YOU ON ANY THEORY OF LIABILITY FOR: ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THE SERVICES; ANY DAMAGES RESULTING FROM LOST PROFITS, RECORDS OR DATA, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE MANGO PRODUCTS, THE AUDIO CONTENT OR

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ANY FEE-BASED SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGES THAT MAY HAVE BEEN CAUSED BY A VIRUS OR OTHER DATA CORRUPTION PROBLEM RESULTING FROM ACCESS TO, DOWNLOADING FROM OR USE OF THE MANGO PRODUCTS WHETHER BASED ON WARRANTY, COPYRIGHT, PRODUCT LIABILITY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE), EVEN IF RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RELEASEES HAVE ANY LIABILITY WHATSOEVER ARISING OUT OF ANY MISUSE OF PASSWORDS OR ACCOUNTS OR ARISING OUT OF GOOD FAITH REMOVAL OR DISABLING OF ANY AUDIO CONTENT. OUR TOTAL AGGREGATE LIABILITY TO YOU IS LIMITED TO THE LESSER OF, IF ANY, THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS AND USE OF THE MANGO PRODUCTS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE FIRST SUCH LIABILITY ARISES OR TWO HUNDRED ($200) DOLLARS, OR THE LOWEST AMOUNT ALLOWED BY LAW. NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSES OF ANY LIMITED REMEDIES PROVIDED HEREIN, YOU HEREBY RELEASE THE RELEASEES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

23. **TERMINATION:**

In addition to any other rights of the parties set forth herein, either you or we may cancel or terminate your access to the Mango Products. We also reserve the right to restrict, suspend or terminate your access to the Mango Products in whole or in part, without notice, as a result of any breach or threatened breach of any portion of these Terms of Service. We may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230. If we terminate these Terms of Service based on your breach of any portion of these Terms of Service, we reserve the right to refuse to provide use and/or access to any of the Mango Products to you in the future. You acknowledge and agree that we shall not be liable to you or any third party for any termination of your access to the Mango Products. You may terminate this Agreement by providing written notice of termination to us, including by providing the following: (1) an acceptable verification method for confirming your identity as the account holder, (2) your detailed contact information, and (3) any Account information or other Site credentials.

The provisions of this Agreement concerning protection of proprietary rights, grant of license, restrictions, access and use charges, warranty and disclaimers, release, limitations of liability, indemnification, and arbitration and disputes, as well as any other provisions that by their nature are designed to survive, shall survive any such termination.

Upon any such termination, (i) you must destroy all Mango Products, including Mango Movies, obtained from the Site and all copies thereof; (ii) you must immediately cease all use of and access to the Mango Products; (iii) we may delete or disable access to any of the Mango Products; (iv) and we may delete your Account at any time. You agree that if your use of the Mango Products is terminated pursuant to this Agreement, you will not attempt to use the Mango Products under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold us harmless from any and all liability that we may incur as a result. Your use of the Mango Products after termination will be a violation of this section, which survives any termination.

24. **MANDATORY ARBITRATION OF DISPUTES:**
PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate**:** You agree that any and all disputes or claims that have arisen or may arise between you and Mango, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, and/or any aspect of the relationship or transactions between us, shall be resolved exclusively through confidential and binding arbitration, rather than a court, except that: (1) you may assert individual claims in small claims court if your claims qualify; and (2) you and Mango are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. Further, you agree that, by entering into this Terms of Service, you and Mango are each waiving the right to a trial by jury or to participate in a class action as explained below. Your rights will be determined by a single neutral arbitrator, not a judge or jury. You and Mango understand that, absent this mandatory provision, you and Mango would have the right to sue in court and have a jury trial, and that you are agreeing to waive this right. You and Mango further understand that the right to discovery may be more limited in arbitration than in court. The Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this Arbitration Agreement.

Pre-Arbitration Dispute Resolution: Mango is interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@mangolanguages.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Notice of Dispute"). The Notice of Dispute must be sent to Mango by either of the following means: (i) electronic mail to legal@mangolanguages.com; or (ii) U.S. Postal Service certified mail to Creative Empire, LLC d/b/a Mango Languages, Attention: Legal, P.O. Box 773164, Detroit, MI 48277-3164 USA. If we intend to seek arbitration of a dispute, we will send a Notice of Dispute to you via the contact information we have on file for you. The Notice of Dispute must (i) describe the nature and basis of the claim or

dispute and (ii) set forth the specific relief sought. If Mango and you do not resolve the claim within sixty (60) calendar days after the Notice of Dispute is received, you or Mango may commence an arbitration proceeding.

Prohibition of Class Actions: YOU AND MANGO AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND MANGO AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

Arbitration Procedures: Arbitration will be conducted by a single neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, https://www.adr.org/ (https://www.adr.org/). Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, https://www.adr.org/consumer (https://www.adr.org/consumer). If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Mango and you agree otherwise, in the case of in-person proceedings, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA, or the arbitration will be conducted virtually. If your claim is for $10,000 or less, Mango agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding.

Opt-out: You may opt out of this arbitration agreement. If you do so, neither you nor Mango can force the other to arbitrate. To opt out, you must notify Mango in writing no later than 30 days after first becoming subject to this Agreement. Your notice must include your name and address and the e-mail address you used to set up your Mango account (if you have one), and an unequivocal statement that you want to opt out of this arbitration agreement. You must email your opt-out notice to: legal@mangolanguages.com (mailto:legal@mangolanguages.com).

If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Mango agree that all claims arising out of or related to these Terms and Conditions must be resolved exclusively by a state or federal court located in Oakland County, Michigan, and you and Mango each agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating all such claims. Notwithstanding the above, you agree that Mango shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Confidentiality*:* The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

25. **MODIFICATIONS:**

You may check the Site regularly to view the then-current Terms of Service. When changes are made to these Terms of Service, Mango will make a new copy of the Terms of Service available on the Site, and we will update the “Last Updated” date at the top of the Agreement. If we make any material changes to the way your Personal Data is collected, used or shared by us, we will also send an email to the applicable account holder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to you. For other changes, the Terms of Service are subject to change by Mango in its sole discretion at any time. If you do not agree to any change(s), you must stop using the Mango Products and contact us to have your Account deleted. Otherwise, your continued use of the Mango Products constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new users of the Mango Products. We may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without our prior written consent.

INTERNATIONAL USERS:

Each claim or statement about the effectiveness of our products or comparing the effectiveness of our products is expressly limited to the United States, unless otherwise disclosed. The Mango Products may only be available in the territory to which the Site is directed and may not be available in your country. WE MAKE NO REPRESENTATION THAT THE INFORMATION AND MATERIALS ON THE SITE, INCLUDING WITHOUT LIMITATION THE INFORMATION AND OTHER MATERIALS PROMOTING THE PRODUCTS IDENTIFIED ON THE SITE, ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS OTHER THAN THE LOCATION FOR WHICH THE SITE IS DIRECTED. WE DO NOT REPRESENT OR WARRANT THAT THE MANGO PRODUCTS OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES. Those who choose to access the Mango Products do so on their own initiative and at their own risk, and are responsible for complying with all local statutes, orders, regulations, rules, and other laws. You are also subject to United States export controls and are responsible for any violations of such controls, including without limitation any United States embargoes or other federal rules and regulations restricting exports.

Despite the above, as a consumer you may benefit from any mandatory provisions of the law of the country in which you are a resident. Nothing in this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law. The local law of your jurisdiction may entitle you to have a dispute relating to this Agreement heard by your local courts. This Agreement does not limit any such rights that you have that apply. HOWEVER, BY ENTERING INTO THIS AGREEMENT, WE DO NOT CONSENT TO THE JURISDICTION OF ANY COURTS OTHER THAN THOSE REFERENCED IN THIS AGREEMENT AND RESERVE THE RIGHT TO CONTEST THAT WE ARE NOT SUBJECT TO THE JURISDICTION OF ANY OTHER COURT. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. The interpretation of this Agreement, as well as all other documents related to it, including notices and correspondence, will be based on the English language only.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT REQUIRED BY APPLICABLE LAW:

AUSTRALIA

Where any Act of Parliament implies any condition or warranty in relation to your use of the Mango Products and that Act prohibits exclusion of that term, then that term is included. To the maximum extent permitted by law, our liability for any breach of such a non-excludable term is limited to the supplying of the Mango Products again.

CANADA

L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance.

Dispute Resolution: The arbitration requirements of this Agreement will not apply to you if any such provision is unenforceable under the laws of your Canadian province of residence.

Cancellation Rights: Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. We will honor such cancellation rights.

Privacy and Consumer Complaints: Under relevant consumer protection laws, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an e-mail to support@mangolanguages.com. You may also contact us by writing to P.O. Box 773164, Detroit, MI 48277-3164, United States.

EUROPEAN UNION

Exceptions to Liability Limitations: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE EUROPEAN UNION AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (AND ANY IMPLEMENTING REGULATIONS IN EACH MEMBER STATE OF THE EU), THE AGREEMENT TO ARBITRATE IN THE AGREEMENT WILL NOT APPLY TO YOU IF NOT PERMITTED BY LAW.

UNITED KINGDOM

Exceptions to Liability Limitations: Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by applicable law.

ARBITRATION MAY NOT APPLY TO YOU IF YOU ARE A RESIDENT OF THE UNITED KINGDOM AND SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION DIRECTIVE (2013/11/EU) AND THE ONLINE DISPUTE RESOLUTION REGULATION (EU 524/2013) (OR ANY SUCCESSOR TO THESE ENACTED BY THE UK POST BREXIT). THE AGREEMENT TO ARBITRATE IN THIS AGREEMENT WILL NOT APPLY TO YOU IF NOT PERMITTED BY LAW. If you live in England or Wales, you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

Translation Interpretation

These Terms of Service may have been translated if we have made them available to you on our Services. You agree that the original English text shall prevail in the case of a dispute.

27. **GENERAL:**

These Terms of Service constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all prior and contemporaneous agreements between you and us, which are not written and signed by both Parties, with respect to the same. Failure by us to enforce any provision of these Terms of Service shall not be construed as a waiver of any provision or right. Interpretation and enforcement of these Terms of Service shall be governed by the laws of the state of Michigan, USA (excluding its choice of law rules). You consent irrevocably to personal jurisdiction in the state or federal courts located in Oakland County, Michigan, for any action arising out of or relating to your use of the Mango Products, or any products or services provided through the Site. The federal and state courts of Michigan located in Detroit, Michigan, shall have exclusive jurisdiction over all such actions. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. REGARDLESS OF THE NATURE OF THE DISPUTE, YOU AND MANGO AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. In the event that any portion of these Terms of Service is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

New Jersey Residents: If you are a consumer residing in New Jersey, the following provisions of this Agreement do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) Release; (b) Warrant and Disclaimers; (c) Limitation of Liability; (d) Mandatory Arbitration of Disputes and the governing law provisions (solely to the extent that your rights as a consumer residing in New Jersey are

required to be governed by New Jersey law). According to N.J.S.A. 56:12-16, you may have additional rights if you are a New Jersey resident and other provisions of this Agreement are found to violate an established legal right.

28. **CONTACT US**

If you have questions about this Agreement, or if you have technical questions about the operation of the Site or the Mango Products, please contact us by email at support@mangolanguages.com or by writing us at P.O. Box 33661, Dept #7093, Detroit, MI 48232-5661 USA. If you have any questions or comments about Mango or our products or have other customer service needs, please contact us for information on contacting our consumer service representatives.

Additionally, under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Terms and Conditions of Use – Enterprise Users

Creativebug LLC
Terms and Conditions of Use – Enterprise Users

IMPORTANT – please read everything below carefully before registering.

Introduction

Welcome to the Creativebug network of websites and Applications (the "Site").

Thank you for your interest in using our services. We provide our Registered Users with access to our Site and to the Content by streaming it over the internet.

Please review the following Terms and Conditions of Use – Enterprise Users (the "Terms") carefully before using the Site. These Terms contain an arbitration clause, a class action waiver, and other important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

Our website is provided to you, the user, by Creativebug LLC, a Delaware limited liability company, which is a wholly owned subsidiary of Jo-Ann Stores, LLC. Whenever we use the words"we,", "our,", "Creativebug,", "us," or "Company," we are referring to Creativebug, LLC and its parents, subsidiaries, and affiliates.

1) Definitions

a. "Artists" refers to instructors who provide Content for the Site.
b. "Content" refers to arts and crafts related multi-media content, including video classes, audio, graphics, photos, text, special features, and a forum for blogs and postings.
c. "Include," "includes" or "including" means "including, without limitation".
d. "Services" means the various services available on our web Site, including our classes.
e. "Registered Users" refers to the individuals who have created an account with us.

2) Binding Agreement

These Terms (including any linked policies, such as our Privacy Policy), as they may be updated from time to time, constitute a binding agreement between you and us when you create an account with us.

These Terms explain the respective rights and limitations of us, you, and other Registered Users when using the Site, Services, and Content.

You agree to these Terms by becoming a Registered User, or by using our Site. In doing so: (a) you represent and warrant that the registration information you provide is complete and accurate, (b) you consent to be bound by, and become a party to this agreement, and (c) you agree to keep your registration information current.

Please carefully read these Terms before you register or use any Services. If you do not agree with these Terms or cannot comply with the Terms, then do not use the Site or any Services and do not register or use any Services. By registering on our Site, it means that you have agreed to these Terms.

3) Changes to Terms and Conditions

We reserve the right, in our sole discretion, to change these Terms at any time, effective 10 days after posting of the revised Terms on the Site. Your continued use of the Site or any Services after such posting or notification means you accept all revisions. If you do not agree to the revised Terms, you must stop your use of this Site and all Services.

4) Arbitration of Disputes

Any dispute or claim arising out of, or relating in any way to, these Terms, your visit(s) to, or use of, the Site, the Services, the Content, or any other matter with us ("Dispute") must be resolved through binding arbitration, rather than in court. In lieu of arbitration, either you or we may assert individual claims in small claims court consistent with the jurisdictional and dollar limits that may apply.

Any party who intends to seek arbitration must first try in good faith to resolve the Dispute by providing to the other party a written notice describing the facts and circumstances of the Dispute and the specific relief sought, and any supporting documentation. The notice must be mailed via certified mail to us at: Creativebug, c/o Jo-Ann Stores, LLC, Attn: Law Department, 5555 Darrow Road, Hudson, OH 44236; or to you at your email address in your online profile. If we are unable to reach settlement within 60 days, then, upon notice to the other party, any party may begin arbitration.

If you are a resident of the United States or any other jurisdiction except Canada, you agree that the Federal Arbitration Act and federal arbitration law apply to this agreement, and that any arbitration under this agreement will be conducted by the American Arbitration Association ("AAA"), and pursuant to the then-applicable AAA Commercial Arbitration Rules and Mediation Procedures, which are available at www.adr.org, or by calling 1-800-778-7879. If you are a resident of Canada, you agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, will be resolved by the Arbitration Rules of the ADR Institute of Canada, Inc., and that the arbitration will be in English.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can award on an individual basis similar damages and relief as a court (including injunctive and declaratory relief or statutory damages). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. You may choose to have the arbitration conducted by telephone, based on written submissions, in person in the county where you live, or at another mutually agreed location. Unless the arbitrator finds some or all of your claims to be frivolous, we will pay all the fees of the arbitrator, and we agree not to seek attorneys' fees or costs from you. We will pay your attorney fees, not to exceed $5,000, if we are ordered to do so by the arbitrator. In determining whether an action is frivolous, the arbitrator may consider if we have offered you a full refund of the sum you paid for items you purchased from us, or if we have otherwise offered full relief to you in relation to your individual claim.

Notwithstanding the foregoing, if in any manner you have violated or threatened to violate any of our intellectual property rights, we may bring suit in any state or federal court in Delaware or Ohio, or, if you are a resident of Canada, in the Courts of the Province of Ontario sitting in the City of Toronto. You consent to exclusive jurisdiction and venue in these courts.

This section will survive after these Terms terminate or your use of the Site ends.

5) Class Action Waiver

We and you agree that any Dispute resolution proceedings must be conducted only on an individual basis and not in a class, consolidated, collective, or representative action. If this class action waiver is found to be void or unenforceable, the Dispute will be resolved in state or federal court rather than in arbitration. You further agree that you will not be a member of any putative or actual class in a class action brought by anyone else, nor will you seek to become a class representative.

This section will survive after these Terms terminate or your use of the Site ends.

6) Registration, Profiles, and Access

To be a Registered User, you must be a member or patron of the sponsoring enterprise that has contracted with Creativebug to provide the Services to you, and: (a) be at least 13years old; (b) provide complete and accurate information; (c) reside in the United States of America (including its territories), or anywhere else in the world not prohibited by U.S. export regulations or other applicable law ("Territory"); and (d) otherwise comply with these Terms. As a Registered User, you represent and warrant to us that you meet each of the foregoing requirements, and that you have read, understood and agree to abide by this agreement.

To become a Registered User, you will need to create an account by registering online and then logging into the Site. You must provide us with a unique (as to us) email address, username and password, along with other information as prompted in the registration form. You shall be solely responsible for the use of your user name and password. Login credentials are non-transferable.

We reserve the right to deny you and others access to the Site, refuse service, suspend or terminate accounts, remove or edit Content, either temporarily or permanently, for any reason in our sole discretion, including our determination that you have violated these Terms agreement or appear likely to do so. By granting you access at any time, we do not obligate ourselves to maintain the Site in any form, and we expressly reserve the right to modify, suspend, or terminate your access privileges. You agree and understand that we may, in our sole discretion and without any prior notice, close the Site and delete any files which you maintain at the Site and any information which you posted. You should keep a copy of any material which you post to or maintain at the Site because we will not undertake to retain copies of any material which we or others may delete from the Site.

The Creativebug Application allows you to access certain materials and functionality available on the Site through a tablet or mobile device. We reserve the right to withdraw or amend any Application at any time for any reason. You acknowledge that the terms of the contract with your mobile network provider will apply when using an Application. You acknowledge you may be charged by your mobile network provider for access to mobile network connection services while accessing an Application or any such third-party charges as may arise, and you accept responsibility for any such charges that arise. If you are not responsible for the bill payment of the service for the mobile telephone or handheld device being used to access an Application, you will also be assumed to have received permission to access the Application from the responsible party.

To use an Application, you will be required to have a compatible mobile telephone or handheld device, internet access, and certain minimum specifications that are specified within the Application. Creativebug does not accept any responsibility for the unavailability of any Application, or any difficulty or inability to download or access content or any other communication system failure that may result in an Application being unavailable. Creativebug will not be responsible for any support or maintenance for Applications.

7) Electronic Communications

When you visit our Site or email us, you are communicating with us electronically. You consent to receive communications from us electronically, either by email or notices we post on our Site, and if necessary, by regular mail or telephone if we have that information. You agree that any agreements, notices, disclosures and other communications that we provide to you electronically satisfies any legal requirement that such communications be in writing.

8) Licenses

So long as you continue to meet all of the Registered User requirements, we grant to you as a limited, non-exclusive, personal, non-sublicensable, non-transferable, revocable, license to access and use the Site and Services only in order to view Content on no more than one computer or personal device at the same time, and solely for your non-commercial, personal or household use ("License"). Except for this limited License, no right, title or interest is provided to you.

The License will enable you to view, select, stream and access Content via the Services in accordance with these Terms. Not all Content may be available for all purposes or at all times. Access to certain Content may depend, among other things, upon your geographic location (i.e. you will not be permitted to access Content from outside the Territory), whether you are able to maintain an internet connection, and available bandwidth and equipment used to access the Services.

By granting you access to the Site or Services, we do not transfer ownership to any portion of the Content. Any unauthorized copying, re-transmission, display, performance, or distribution of the Site, Content or any portion thereof, and any material breach or violation of these Terms, automatically terminates the License, obligates you to cease all use of the Service, and may constitute copyright infringement. We and our licensors reserve all rights not expressly granted in and to the Service and the Content.

9) Restrictions of Use

You may not download, copy, distribute, transmit, display, perform publicly, publish, upload, edit, post, link to, frame, transmit, rent, lease, lend, sublicense, modify, create derivative works of, or offer for sale, in whole or in part, any Content, or other information contained on, or obtained from or through, the Site.

You may not use any datamining, robots, or similar data gathering and extraction tools on the Site. You may not circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Site or any copyright or trademark notices on any Content. Any unauthorized use of the Site, any Services or any Content will automatically and without notice terminate the limited License and will result in the cancellation of services to

you. You may not decompile, reverse engineer, disassemble, or otherwise reduce the code used in any software or digital rights management feature on the Site into a readable form, or intercept or record network communications between the Site and us.

We may suspend or terminate your use of the Site immediately if we reasonably determine that you,or anyone for whom you are responsible, isin violation of the Terms. The suspension or termination is in addition to, and not in lieu of, any rights and remedies available to us under the Terms or under applicable laws.

10) Service Updates and Software

Periodically we may make available updates, bug fixes, enhancements or other changes to the Services or Site ("Service Updates"). Some Service Updates may be mandatory, in which case you will be required to consent to the Service Update or installor upgrade a third-party plug-in if you wish to maintain continued access to the Site and use the Services.

11) Content

Due to the amount of Content on the Site, we do not monitor or control the nature of the available Content. You are solely responsible for your interactions with Artists and other users. We reserve the right, but have no obligation, to monitor interactions between you and other users and to remove, edit, or take any other action to restrict access to or the availability of any material that we or a user may consider to be unlawful, obscene, lewd, lascivious, violent, harassing, threatening, demeaning, offensive, invasive of privacy, or otherwise objectionable. All features, specifications, Services, and Content are subject to change or discontinuance at any time without prior notice.

12) User Submissions and User Conduct

All posting by Registered Users is voluntary. By posting, storing, transmitting or sending to us any user submissions, you hereby grant us and our affiliates, successors, and assigns a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, paid-up, sub-licensable right to use, modify, and exercise the copyrights, patents, privacy and publicity rights, database rights, trade secret rights, and other rights to and in such submissions, in any media now known or created in the future, and to display your user submissions throughout the world in any media, for any purpose whatsoever, including developing, manufacturing, providing, or promoting new products or services using such information and user submissions, whether alone or combined with anyone else's Content. To the maximum extent permitted under applicable law, you hereby irrevocably waive any claims based on moral rights, if any, to such user submissions.

You represent, warrant and agree that: (a) you own or have all necessary rights in and to all your user submissions to use and to allow Creativebug to use as described in this agreement such materials (including their respective patent, trademark, trade secret, copyright, moral, or other proprietary rights); (b) the user submissions do not contain any virus or malware, including any trap or back doors, time bombs, spyware, or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and (c) use of the submissions does not violate these Terms, or the rights of any third party, and will not negligently or willfully cause injury to any person or entity

You agree that you will not:

a. use another user's account, or impersonate another person or entity (e.g., pretexting or spoofing);
b. disrupt, interfere with, or damage the Site or any Service or any web sites linked to our Site, including by using viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or other methods or technology;
c. publish falsehoods or misrepresentations;
d. submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, offensive; discriminatory on the basis of race, ethnicity, gender or sexual orientation; or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law;
e. misrepresent yourself, your age, or your affiliation with any person or entity;
f. use the Site in any unlawful manner or in any manner that could damage, disable, overburden or impair the Site;
g. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
h. upload, post, transmit, share, store, collect, or make publicly available on or through the Site any private or personal information of any person or third party;
i. solicit personal information from other users; intimidate or harass another person;
j. obtain unauthorized access to the Site or portions of the Site that are restricted from general access or otherwise restricted to you;
k. collect, manually or through automated processes, information about other users or other information relating to the Site or the Services;
l. use any meta tags or other "hidden text" using our name, trademarks, service marks, or trade dress, or those of suppliers or other sponsors of the Site;
m. link (including "deep linking") to the Site;
n. engage in any activity that interferes with a third party's ability to use or enjoy the Site or Services;
o. upload, post, transmit, share, store or otherwise make available content that restricts or inhibits any other person from using or enjoying the Site, or which may expose us, the Site, or other users to any harm or liability of any type;
p. place unreasonable or disproportionately large loads on the Site or Service infrastructure; or
q. assist any person or third party in engaging in an activity prohibited by these Terms

Please act responsibly when using the Services. You may only use the Services, Site, and Content for lawful purposes and in accordance with applicable law. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and civil liability.

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of, or relating to, such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Creativebug with respect thereto.

You acknowledge and agree that neither we nor any of our licensees, Artists, sponsors, suppliers, successors or assigns has now, or shall have in the future, any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of any copyrights or other rights in and to any user submissions, and that Creativebug and its licensees, Artists, sponsors, suppliers, successors or assigns are not responsible for the loss, deletion, failure to store or mis-delivery of any user submissions submitted.

To the fullest extent permitted by applicable laws, we exclude and disclaim all responsibility and liability for any user submissions, and for any losses or expenses resulting from their use or appearance on the Site or elsewhere. We reserve the right to monitor all user submissions and to remove any that we consider in our sole discretion to be offensive or otherwise in breach of these Terms or in violation of general community standards and notions of decency.

13) Intellectual Property

You must not:

a. infringe, misappropriate or violate any patent, trademark, trade secret, copyright, right of publicity or other right of anyone;
b. submit material that is copyrighted, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Creativebug all of the license rights granted herein.

14) Copyrights, Trademarks, Ownership of Data

All Content and software used on or by the Site and any compilations and derivatives thereof, including text, design, graphics, logos, button icons, images, audio clips, digital downloads, interfaces, data compilations, software and code, and all related intellectual property rights, are the exclusive property of Creativebug, its affiliates or its respective content suppliers, and is protected by United States and international copyright laws. Except as expressly provided in these Terms to the contrary, nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Content or any other copyrighted works displayed or contained in the Site.

CREATIVEBUG®, the Creativebug logo, AIRCRAFT® and the expression WHAT WILL YOU MAKE TODAY?℠ are trademarks or service marks owned by Creativebug. All page headers, custom graphics, button icons, and scripts, are trademarks, trade dress, or service marks of Creativebug. All trademarks, trade names, service marks and the like that appear on the Site are the property of their respective owners. You may not use any of these trademarks, trade names, trade dress, or service marks.

15) Indemnification

You agree to defend, indemnify and hold us, our shareholders, directors, officers, employees, agents, affiliates, suppliers, artists, partners, service providers, and licensors (“Indemnified Persons”) harmless from any claim, demand, damage, loss, or expense, including costs and attorneys’ fees, made by any third party due to, or arising out of: (a) your access to or use of the Site, Content, or Services; (b) any of your user submissions; (c) the violation of these Terms by you; or (d) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity (all of the foregoing referred to as a “Claim”). If you are obligated to provide indemnification, the involved Indemnified Person may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise, or in any other manner dispose of any Claim without the consent of the respective Indemnified Persons.

16) DISCLAIMER OF WARRANTIES

WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE OPERATION OF OUR SITE AND THE INFORMATION, CONTENT, OFFERINGS, MATERIALS AND PRODUCTS INCLUDED ON OUR SITE.

WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, COMPLETENESS OR NON-INFRINGEMENT.

OUR SITE IS OPERATED ON AN "AS IS," and "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SITE, OR THE OFFERINGS, CONTENT, INFORMATION, OR MATERIALS AVAILABLE ON OR THROUGH THE SITE, ITS SERVERS, OR EMAIL WILL: (a) BE UN-INTERRUPTED, (b) BE FREE OF DEFECTS, VIRUSES, INACCURACIES, ERRORS, OR OTHER HARMFUL COMPONENTS, (c) MEET YOUR REQUIREMENTS OR SATISFACTION, (d) BE SECURE FROM HACKERS OR OTHER UNAUTHORIZED PERSONS; OR (e) OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THAT YOU USE.

You expressly agree that your use of our Site, products and services is at your sole risk.

Notice: patent: http://www.35usc287.com/mobile

17) Termination

We have the right in our sole discretion, for any reason or no reason at all, without notice or liability to you or any third party, to terminate your access to the Site or Services. Such reasons may include: (a) your breach of any part of these Terms, (b) your violation of the rights of any third party or of law. If your Account is terminated, we may, in our sole discretion, delete any web sites, files, graphics or other content or materials (including any Submissions) relating to your use of the Site or Services on our servers or otherwise in our possession. Immediately upon termination, either by you or us, you are not permitted to access or use the Site or Services (including accessing the Site or viewing any Content through the Service). We reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to the Site or Services, including technological barriers, IP mapping, and direct contact with your Internet Service Provider.

All provisions of these Terms, except the License and Site access to you and your use of the Services, shall survive the termination of these Terms.

18) Relationship of Parties

The relationship of Creativebug to you is one of seller and customer. We are not a partner, or a joint venturer, or a co-venturer with you. Neither we, nor any of our affiliates, Artists, suppliers, licensors, successors and assigns owe you any fiduciary duties. You may not assign, sublicense, pledge or transfer any of your rights or obligations under these Terms.

19) Severability

If any provision of these Terms is held unenforceable, the remaining portions thereof shall remain in full force and effect. Without limiting the foregoing, you agree that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth herein shall remain in effect.

20) Governing Law

By visiting our Site and by our acceptance of your offer to enter into these Terms, you agree that these Terms have been entered into in the State of Delaware of the United States of America. You further agree that the laws of the State of Delaware, without regard to its principles of conflict of laws, and applicable U.S. law will govern these Terms, and any dispute of any sort that might arise between you and us. Notwithstanding anything to the contrary, the United Nations Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to the interpretation or enforcement of these Terms. Nothing in this paragraph exempts or excuses you from complying with any laws which may apply to you, including those of the jurisdiction in which you are located.

21) Contact Us

In the event of any dispute or for any other information concerning these Terms of Use, please contact us via email at support@creativebug.com. California users are provided with the following notice, per California Civil Code Section 1789.3: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted at 800-952-5210, or Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

22) Copyright Agent

The following is provided pursuant to the requirements of the Digital Millennium Copyright Act (“DMCA”) designating the Company's agent for the notification of claims of infringement pursuant to Section 512(c) of the Copyright Act, 17 U.S.C. §§ 101 et seq. If you believe that content available on or through the Web site infringes one or more of your copyrights, please immediately notify the Company's Copyright Agent by mail at the respective addresses below (each a “Notification” and collectively, “Notifications”) providing the information for a Notification as described below. A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that content located on or linked to by the Web site infringes your copyright, you should consider first contacting an attorney.

All Notifications should include the following: (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. (b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Web site are covered by a single Notification, a representative list of such works at that site. (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity (“Infringing Material”) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company or other party identified in the Notification as a “service provider,” as such term is defined under the DMCA, to locate the Infringing Material. (d) Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the

complaining party may be contacted. (e) A statement that the complaining party has a good faith belief that use of the Infringing Material in the manner complained of is not authorized by the copyright owner, its agent, or the law. (f) A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications should be sent to the following: By mail: Robert D. Icsman, Copyright Agent c/o JoAnn Stores LLC 5555 Darrow Road Hudson, OH 44236; By phone: 1-330-463-3409; By email: legal@joann.com.

23) Entire Agreement

These Terms and Conditions of Use – Enterprise Users, including our Privacy Policy, and all third-party terms and conditions of use which are incorporated herein, contain the entire understanding and agreement of you and us regarding such subject matter, and supersede all prior and contemporaneous agreements and understandings between us regarding such subject matter.

These Terms and Conditions of Use – Enterprise Users, were issued in October 2019

Terms and Conditions of Order:

IMPORTANT NOTICE - BINDING ARBITRATION AND CLASS ACTION WAIVER: BY AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU AGREE THAT ALL DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING ARBITRATION, EXCEPT FOR CERTAIN LIMITED TYPES OF DISPUTES DESCRIBED IN SECTION 10.1 BELOW. YOUR AGREEMENT TO ARBITRATION MEANS YOU ARE GIVING UP THE RIGHT TO GO TO COURT AND THE RIGHT TO A TRIAL BY JURY, AND INSTEAD, DISPUTES WILL BE DECIDED BY A NEUTRAL ARBITRATOR. YOU ALSO AGREE THAT ALL DISPUTES BETWEEN US, WHETHER IN COURT OR IN ARBITRATION, WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS AND YOU ARE WAIVING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION.

1. **Limitations.** Dow Jones & Company, Inc. ("**Dow Jones**" or "**our**") will provide the employees and patrons, visitors or guests (as applicable) (the "**Authorized Users**") of Customer's entity listed on the Order Form (the "**Customer**" or "**you**" or "**your**") with print/digital/mobile access to the applicable Service in the manner described below. Only Customer's employees and Authorized Users are authorized to access the Service during their on-premise stay except for off-premise Services as set forth below. Customer's access to a Service hereunder does not constitute authorization for the Customer to copy stories or other content from the Service and then publish such content on Customer's public website, intranet, newsletters, or in any other form.

2. **Service Term and Termination.** The term of this Agreement will begin on the Start Date listed on the Order Form and continue for the Term (the "**Service Term**"). Thereafter, this Agreement shall renew for successive renewal terms ("**Renewal Terms**" and each, a "**Renewal Term**"). Either party may cancel the Services on thirty (30) days' written notice prior to the end of the Service Term or the then-current Renewal Term. To be valid, any cancellation notice from the Customer to Dow Jones must comply with the cancellation notices provision of this Agreement.

3. **Payment.**

3.1 Customer will pay to Dow Jones the fees for the Service ordered pursuant to this Agreement (the "**Fees**"), within 30 days of the date of an applicable invoice. The Fees, listed on the Order Form and payable by Customer pursuant to this Agreement, are nonrefundable. Customer will pay to Dow Jones or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added or other taxes payable under this Agreement (other than taxes levied or imposed on Dow Jones' income). Dow Jones reserves the right to deactivate/cease delivery of Customer's service at any time if Customer fails to pay the amounts invoiced by Dow Jones under this Agreement.

3.2 Notwithstanding any other provision of this Agreement to the contrary, the Fees in each Renewal Term may be increased by Dow Jones, upon prior written notice to the Customer, provided that any such increase: (i) will not be made more than once in any Renewal Term and will remain unchanged for such Renewal Term's duration; and (ii) will not exceed ten percent (10%).

4. **Fulfillment of Service.**

4.1 **Fulfillment of WSJ.COM Service**. This Agreement authorizes Customer to provide the Authorized Users with access to the Service through a link to the Customer's custom URL displayed on the Customer's webpage or on printed materials given to Customer's Authorized Users only. Customer shall provide Dow Jones with its public facing IP address and will require all Authorized Users to access wsj.com through such IP address for use while on-site. Such access may be achieved through Customer's computer or Authorized Users' computer or mobile device. Authorized Users' access to the Service is subject to the Dow Jones Privacy Notice (located at www.dowjones.com/privacy-notice/) and Dow Jones Cookie Notice (located at https://www.dowjones.com/cookie-notice/), as applicable.

4.2 **Fulfillment of TEXT TO ME Service** This Agreement authorizes Dow Jones to provide Authorized Users with access to the Service by sending a pdf of The Wall Street Journal to an Authorized User's mobile device upon request by such Authorized User who texts a specified keyword (e.g., WSJ) to a phone number that Dow Jones provides while at one of the Locations listed above or through a QR code that will be displayed on a public board or on printed materials provided to such User. Service is applicable to U.S.-based phone numbers only.

4.3 **Fulfillment of E DIRECT Service** This Agreement authorizes Customer(s) to provide the Authorized Users with access to the Service through a link to the Customer's custom URL or through a QR code that will be displayed on (i) the Customer's entity webpage, or that will be displayed on (ii) a public board or (iii) on printed materials provided to such Authorized Users.

4.4 **Fulfillment of WSJ.com Off-Premise Service (applicable to high schools)**. This Agreement authorizes Customer to provide the Authorized Users (defined in the context of a high school to mean such school's teaching staff members and students) with access to the Service through credentials (e.g., a single, school-wide User ID that is used by all Authorized Users at the school) that are sent to such Authorized Users by Customer's high school account administrator for access to the Service off-premise. If any authorization or permission of a student, parent or guardian is required under applicable laws or regulations to allow access of an Authorized User to the Service, Customer will obtain and maintain such authorization or permission. (This service does not include WSJ mobile app access nor WSJ+ entitlements).

4.4(a) ***For High Schools located in California***: Customer's account administrator agrees to restrict access to the Services and to send credentials only to its teaching staff members, and junior and senior students. Customer is liable for breach of the terms and conditions contained herein,

4.5 **Fulfillment of WSJ.com Off-Premise Service (applicable to public libraries)**. This Agreement authorizes Customer's Authorized Users to access the Service off-premise through a link that contains a three (3)-day redemption code embedded in the URL, which Authorized User would use to register for the Service, creating a specific User ID and Password. A public library's Authorized User would visit such library's webpage, enter his/her library card number to obtain a link to The Wall Street Journal webpage and click on such link to set up access to the Service through a three (3)-day subscription. The public library Authorized User may repeat this process for an **additional three (3)-day** subscription upon expiration. There is no limit on the number of times that an Authorized User may obtain subsequent three (3)-day subscriptions provided that such Authorized User comply with Section 4.7 below and the Online Subscriber Agreement (the "**Online Subscriber Agreement**"). This Service does not include WSJ mobile app access nor WSJ+ entitlements). This Service provides up to 1000 redemptions per library branch for the duration of the service term. If 1000 redemptions are used prior to the end of the service term, additional blocks of 500 or 1000 redemptions may be purchased. Authorized Users' access to the Service is subject to the Dow Jones Privacy Notice (located at www.dowjones.com/privacy-notice/) and Dow Jones Cookie Notice (located at https://www.dowjones.com/cookie-notice/).

4.6 **Fulfillment of The Wall Street Journal Print Service**. Dow Jones will deliver print copies of The Wall Street Journal to Customer's location(s) set forth above no later than 5:30 AM each delivery day. Delivery days are Monday through Saturday. Dow Jones will identify any locations where early morning delivery is not feasible and will collaborate with such location to determine an acceptable delivery time. Upon 60 days' written notice, Dow Jones may terminate delivery of print copies of The Wall Street Journal to any location for any reason. Customer agrees that these are amenity print copies for the sole use of providing to guests/patrons. Print copies are not for individual resale.

4.7 **No Account Sharing (applicable to high schools and public libraries).** Customer shall communicate to Authorized Users that they are not permitted to share any sign-on credentials with any other person whatsoever or to publish any such sign-on information on any public-facing medium. Any violation of this clause by either Customer or Authorized Users will result in Dow Jones blocking Authorized Users' access to the Service. Additionally, a violation by Customer will constitute a material breach of this Agreement.

4.8 **Services delivered through Tablets and other Mobile Devices.** In addition to completing the registration process for the Service and accepting the terms of the Online Subscriber Agreement, Customer or Authorized User may be required to accept any terms which may be required by a mobile device manufacturer, tablet manufacturer or wireless carrier. Customer acknowledges and agrees that Dow Jones is not responsible for procuring or paying for any mobile device, tablet and wireless plan which may be used to access the Service and further acknowledges and agrees that the Fees, as listed on the Order Form, for use of the Service do not include any wireless data charges which may apply to use of the Service and the payment of any such charges shall not be Dow Jones's responsibility. Customer acknowledges and agrees that the Service is made available through the mobile device and/or tablet and wireless service on an "as is" basis and that Dow Jones is not responsible for any technical or service problems caused by the mobile device, tablet or wireless carriers or any acts or omissions of the owner or operator of the mobile or wireless service. Dow Jones makes no warranty regarding the operability or availability of the mobile device, tablet or wireless service.

5 **Grant of Trademark License; No Disparagement.**

5.1 For the duration of the Service Term, Dow Jones hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable royalty-free right and license to use and display the trademarks, logos or trade names "The WSJ" and "Dow Jones" (collectively, the "**Dow Jones Marks**") as provided by Dow Jones solely for the purpose of informing the Authorized Users of the Services and for no other purpose. Customer agrees to use and display such Dow Jones Marks only in the form and manner as provided by Dow Jones and only as Dow Jones may approve such usage or display in advance in writing. The license of the Dow Jones Marks by Dow Jones herein does not constitute or imply any endorsement or sponsorship of any product, service, company or organization.

5.2 Customer agrees not to disparage Dow Jones or its products or services in any way in any published materials and agrees that, upon the request of Dow Jones, it shall immediately remove or withdraw any published materials from its websites and all other distribution channels any published materials that Dow Jones deems disparaging in its sole discretion.

6 **Cancellation or Termination.**

6.1 Any notice from the Customer to Dow Jones in relation to either termination of this Agreement or cancellation of the Service must be sent to Dow Jones via electronic mail (such notice to include the Customer's contract details) to scsgroup@dowjones.com. If such notice is sent by any other means, it will not be valid notice under the terms of this Agreement. Any service of legal process must be sent via postal mail to: Dow Jones & Company, Inc. Attention: Legal Department, 1211 Avenue of the Americas, New York, New York 10036 and contractlegalnotices@dowjones.com.

6.2 Dow Jones may terminate this Agreement immediately upon notice during the Term if the Customer ceases to operate, or if the Customer breaches this Agreement and fails to cure the breach within thirty (30) days after notice thereof. Dow Jones may discontinue or change the Services, or their availability to Customer or Authorized Users, at any time.

6.3 Your cancellation will become effective at the end of your current billing period. You will not receive a refund; however your access will continue for the remainder of the current billing period.

7 **Confidentiality.**

7.1 **Confidential Information**. Customer acknowledges that it and its employees may, in the course of this Agreement, be exposed to or acquire information which is proprietary, or confidential, to Dow Jones or its affiliated companies, including, without limitation, high level aggregated user data, including data on users, visitors and page views through monthly reports upon request, and other non-public information, whether tangible, intangible, visual, electronic that Customer knows or reasonably should know is confidential due to the nature of such information or the circumstances surrounding disclosure or as otherwise designated in writing as confidential (the "**Confidential Information**"). Customer agrees to hold all Confidential Information in strict confidence and not to disclose such information to third parties, or use such information for any purposes whatsoever other than pursuant to the terms and conditions set forth in this Agreement and to advise each of its employees and agents of their obligations to keep such information confidential. Even when disclosure is permitted, Customer agrees to limit access to and disclosure of the Confidential Information to its employees and agents on a "need to know" basis only. Confidential Information shall exclude all information, which (a) is at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission of Customer, its employees or agents; (b) was in Customer's possession as shown by written records without any obligation of confidentiality prior to the disclosure by Dow Jones and had not been obtained by Customer either directly or indirectly from Dow Jones; or (c) was independently developed by Customer without use of the Confidential Information, as evidenced by contemporaneous written records. If Confidential Information is required to be disclosed pursuant to an order or requirement of a court, administrative agency or governmental body, Customer shall promptly notify Dow Jones of the facts thereof to enable Dow Jones to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of Dow Jones, shall reasonably cooperate with Dow Jones to obtain such protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or Dow Jones waives compliance (in whole or in part) with the terms and conditions of this Agreement, Customer shall disclose only that portion of the Confidential Information that is required to be disclosed and shall use all reasonable efforts to ensure that all Confidential Information that is disclosed shall be accorded confidential treatment.

7.2 **No License Granted.** It is understood and agreed by the parties that nothing in this Agreement is to be construed as a grant of, or as an intention or commitment to grant to Customer, by implication or otherwise, any right, title or interest, of any nature whatsoever, in or to the Confidential Information or any portion thereof, or any products or processes encompassed thereby, or improvements or developments thereon.

7.3 **DISCLAIMER OF LIABILITY.** THE CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO ANY AGGREGATED USER DATA INCLUDED WITHIN THE CONFIDENTIAL INFORMATION, IS PROVIDED "AS IS". NOTHING CONTAINED HEREIN, OR IN ANY CONFIDENTIAL INFORMATION SHALL CONSTITUTE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF PATENT OR COPYRIGHT, WITH RESPECT TO THE CONFIDENTIAL INFORMATION. Neither Dow Jones nor any of its Affiliates, employees or agents (the "**Dow Jones Parties**") shall have any liability to Customer or Customer's representatives resulting from the use of the Confidential Information by Customer or its representatives nor shall the Dow Jones Parties have any liability or responsibility for errors or omissions in, or any decisions made by Customer in reliance on, any Confidential Information disclosed hereunder.

8 **Representations and Warranties**. Each party represents and warrants that it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder; its execution of this Agreement does not and will not violate any agreement to which it is a party or by which it is otherwise bound, or any applicable law, rule or regulation; and when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9 **Limitations on Use.** The following limitations apply to both the Customer and the Authorized Users.

9.1 The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "**Content**") available through the Services are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone.

9.2 You agree not to rearrange or modify the Content available through a Service. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the Services or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the Services other than as expressly authorized by us is prohibited.

9.3 You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the Services. You may not access parts of the Services to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the Services.

9.4 As a general rule, you may not use the Content, including without limitation, any Content made available through one of our RSS Feeds, in any commercial product or service, without our express written consent.

9.5 You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to a Service.

9.6 Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.

9.7 You may not access or view the Services with the use of any scripts, extensions, or programs that alter the way the Services are displayed, rendered, or transmitted to you without our written consent.

9.8 You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to a Service if, in our opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

10 **DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE, AND CLASS ACTION WAIVER. PLEASE READ THIS SECTION CAREFULLY. THIS SECTION AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING A LAWSUIT IN COURT.**

10.1 **BINDING ARBITRATION**. Any and all controversies or claims arising out of or relating to this Agreement or any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved by binding, individual arbitration, with the limited exception of the following: 1) any statutory or common law claim involving intellectual property, and 2) any claim brought in small claims court where the amount in controversy is properly within the jurisdiction of such small claims court (collectively, the "**Excluded Claims**"). **YOUR AGREEMENT TO ARBITRATION MEANS, EXCEPT FOR THE EXCLUDED CLAIMS, YOU ARE GIVING UP YOUR RIGHT TO FILE A LAWSUIT IN COURT AND THE RIGHT TO A TRIAL BY JURY. INSTEAD, YOU WILL HAVE A HEARING BEFORE A NEUTRAL ARBITRATOR**.

10.2 **WAIVER OF CLASS ARBITRATIONS AND CLASS ACTIONS**. YOU AND US (E.G., DOW JONES & COMPANY, INC. AS PUBLISHER OF THE WALL STREET JOURNAL) AGREE THAT YOU EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A NAMED PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION, OR ANY FORM OF REPRESENTATIVE PROCEEDING. **YOU AGREE THAT FOR ALL DISPUTES BETWEEN US THERE WILL BE NO CLASS ARBITRATIONS OR CLASS ACTIONS IN ANY FORUM**. This means that by entering into this Agreement, any arbitration under this Agreement will take place on an individual basis only and the arbitrator shall not allow any class arbitrations or class proceedings, and shall not aggregate claims of multiple parties. This also means that by entering into this Agreement, independent of the agreement to arbitrate and waiver of class arbitration, you are giving up the ability to participate in or bring a class action in court for any and all claims, including but not limited to the Excluded Claims.

11 **DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.** YOU AGREE THAT YOUR ACCESS, AND THE ACCESS OF THE AUTHORIZED USERS, TO, AND USE OF, THE SERVICES AND THE CONTENT, TOOLS AND AUTHORIZED USER BENEFITS AND PRIZES AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We do not give tax or investment advice or advocate the purchase or sale of any security or investment. You should always seek the assistance of a professional for tax and investment advice. THE

DOW JONES PARTIES WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS, OR ACCESS OF THE AUTHORIZED USERS, OR USE OF THE SERVICES OR SUCH CONTENT, TOOLS, AUTHORIZED USER BENEFITS OR PRIZES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "**EXCLUDED DAMAGES**"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE DOW JONES PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE DOW JONES PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

12 **Amendments.** This Agreement may not be amended except by written instrument executed by the parties, provided, however, Dow Jones reserves the right to modify the Online Subscriber Agreement from time to time.

13 **Entire Agreement**. This Agreement constitutes the complete and entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior or contemporaneous communications, agreements and understandings between the parties, both written and verbal. This Agreement shall not be superseded by any terms contained in any invoice, purchase order, confirmation, acknowledgement or any "shrink wrap" or click through license, whether or not signed by the parties.

14 **Governing Law**. This Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between Dow Jones and Customer, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the County of New York in the State of New York. Dow Jones' failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive Dow Jones' rights to subsequently enforce any term or condition of this Agreement. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

15 **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. An e-signature or a signature delivered via email as a scanned or pdf file shall be deemed by the parties to be an original.

16 **Precedence of Documents**. In the event of conflict between these Terms and Conditions of Order and the Amenity Service Order Form, the terms of the Amenity Service Order Form shall prevail.

[End of Agreement]

From: steve gniadek <sgniadek@live.com>
Sent: Monday, June 3, 2024 4:03 PM
To: Board of Selectmen <BOS@fairfieldct.org>; Tim Callahan <timcallahan428@gmail.com>; Dave Peck <fpdcop100@aol.com>; Tony Wellman <anwell@optonline.net>; 'mike allen' <michaelmorrowallen@yahoo.com>; 'KEANE' <tkeane@optonline.net>; steve gniadek <sgniadek@live.com>; Anya Mezak <anyamezak@gmail.com>; Sarah Mason <sarahmaxwellmason@gmail.com>; zicklinkanter@yahoo.com
Subject: Message from FBPC Chairman

Fellow FBPC members and BOS,

Over the next 4 months, starting with June, I have 3 personal commitments which conflict with the monthly meeting dates. In the past, I have always felt it was very important for the Chairman to be at all the monthly meetings, and have prioritized that over any personal scheduling conflicts. At this time in my retirement, I have decided I need to prioritize personal life over the meetings.

Accordingly, I am resigning from the FBPC. I will be available to help with the transition if necessary.

I enjoyed my time serving, and wish the committee all the best going forward.

Regards to all,

Steve Gniadek

-----Original Message-----
From: Dave Peck <fpdcop100@aol.com>
Sent: Monday, June 3, 2024 4:41 PM
To: Board of Selectmen <BOS@fairfieldct.org>
Cc: Kalamaras, Robert <RKalamaras@fairfieldct.org>; Deangelis, Frank <FDeangelis@fairfieldct.org>; Carpenter, Jennifer <JCarpenter@fairfieldct.org>; Gniadek Steve <sgniadek@live.com>
Subject: Resignation Bicycle Pedestrian Committee

Dear Board of Selectmen,

Please be advised that after careful consideration I have decided to resign from the Bicycle Pedestrian Committee.

Having served our wonderful town in one form or fashion since 1972, I have decided to step down.

Thank you for the opportunity to help our wonderful community with this important responsibility.

Respectfully submitted,

Dave Peck

Sent from my iPhone

William Ferguson
12 Reynolds Dr
Fairfield, CT 06824
WBF4th@gmail.com
+1.917.991.7522

11 June 2024

Jennifer Carpenter
Deputy Chief of Staff
First Selectman's Office
725 Old Post Road
Fairfield, CT 06824

Dear Jen,

I hope this letter finds you well. This letter should serve as official notice that I am tendering my resignation from my position as Secretary of the FairTV Commission, effective today, June 11th, 2024. Serving on the FairTV Commission has been a rewarding experience, and I am deeply grateful for the opportunity to contribute to the community. I look forward to continuing to serve the Town of Fairfield and make a meaningful impact for our residents.

I want to express my sincere appreciation for the support and camaraderie that I have experienced during my time with the FairTV Commission. It has been an honor to work alongside such dedicated individuals, and I am proud of the progress we have made together in modernizing and organizing FairTV.

I will make sure that transition of my responsibilities is completed before the end of the day today. I am confident that the FairTV Commission will continue to thrive under the capable leadership of the FairTV Commission and staff.

Sincerely,



William Ferguson

From: null@town.fairfield.ct.us
To: Carpenter, Jennifer
Subject: New submission for form: Boards and Commissions Interest Form (ID #173)
Date: Tuesday, November 9, 2021 11:45:12 AM

Boards and Commissions Interest Form

Record □173 submitted from IP address 67.80.17.119 on 11/9/2021 11:45 A□

View form

ID	173
First Name	David
Last Name	□raft
Street Address	57 Flower House Drive
Zip Code	06824
Email Address	davekraft@gmail.co
Cell Phone	203-258-3374
Home Phone	
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Independent Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	First Selectwoman email from 11/5
Who You Have	Other Person□s□

Spoken To	
Explanation of Interest and Contribution	I have 25 years of prior experience working in the media industry, largely for ESPN - in a variety of roles. Currently, I am an independent television producer with a vast knowledge of relevant issues that are part and parcel of the work of the FairTV Commission. I look forward to the potential of enthusiastically serving the town with Fairfield residents□nterests top of mind.
Resume or Bio	David □ □raft Resume OCT2021.pdf
Additional Comments	

Manage

DAVID KRAFT

Fairfield, CT 06824 • 203.258.3374 • davekraft@gmail.com
www.LinkedIn.com/in/davidkraft • Show Reel

SUMMARY

Media Executive with an extensive and unique background in managing both commercial and editorial productions across broadcast, streaming and digital/social platforms. Creative storyteller who can translate long-form program development as well as promo and branded content strategies into successful multiplatform series and ad campaigns. Strong awareness of creative integrity and how to maintain and grow a data-supported level of audience engagement. Excellent written and verbal communication skills with a proven ability to lead, direct and motivate a team. Passionate about learning and adopting new trends in content creation and emerging technologies to develop a roadmap for success. Strong understanding of the financial, sports, music and entertainment marketplace.

AWARDS

Promax – Gold & Silver '16, '20
Clio's – Gold & Silver '18-'20
Telly's – Silver '20
Hashtag Sports - Winner '20
Cynopsis – 1st Place '15, '16
Sports Emmys, '99 – '04
Internationalist - Grand Prix,'13
Festival of Media, North America – Grand Prix '20
Asia Television Awards – Winner, 2001

SKILLS

- Executive Producer
- Creative Development
- Creative Management
- Agency Relationships
- Production Logistics
- Editorial Content
- Marketing Campaigns
- Streaming Distribution
- Talent Negotiations
- Partner Management
- Story Ideation & Pitching
- Branded Storytelling
- Training & Mentoring
- Legal Contract
- Microsoft Office Suite

PROFESSIONAL EXPERIENCE

Director of Production & Creative Director, Branded Content
Disney CreativeWorks, ESPN, New York, NY 2013 – 2021

Supervised and provided creative direction for a team of seven or more professionals who translated high-concept ideas into effective branded storytelling for all platforms. Developed campaigns that included progressive episodic storytelling that targeted specific audiences.

- Oversaw production of ESPN marketing campaigns including "This is SportsCenter" and "Wimbledon" from concept through delivery for multiplatform distribution.
- Conceived, developed, sold-in and executive producer of long-form "Big Man Back on Campus" documentary, highlighting the unique perspective of 4 famous college football alumni who return to their universities as their teams prepare for the College Football Playoffs.
- Produced the multi award-winning "Terminator" campaign featuring **Arnold Schwarzenegger, Kawhi Leonard, Paul George** and **Linda Hamilton**. Results included:
    - Online video views surpassed 10.2 million in the first 48 hours.
    - Trended on Twitter and YouTube by amassing 40+K posts in the first 24 hours, and viral-aired on rival TV/Digital platforms Turner Sports (TNT) & Bleacher Report.
    - Exceeded 66.5 million total reach across Paramount, Terminator and talent social platforms.
- Worked closely with A-list talent such as: **Brad Pitt, LeBron James, Ice Cube, Tom Brady,** and **Denzel Washington** to engage diverse audiences, uplift brands & increase value of ESPN content.

- Identified new opportunities to bring brands, talent and ESPN revenue objectives together in synchronized multiplatform campaigns that delivered on sales objectives, viewer engagement and elevation of the brands.
- Lead role in managing talent negotiations with athletes, actors and broadcasters.
- Mentored staff members and helped them to identify and grow career paths.

Senior Producer and Showrunner
ESPN, Bristol, CT 2007 – 2013
Identified opportunities to tell long-form stories across multiple platforms and negotiated with talent, guests and vendors to achieve the original vision of the content objective(s). This line feels discombobulated.

- Produced the award-winning co-branded Samsung "Project Teamwork" 15-part digital series.
- Oversaw the customization of 100+ monthly hours of VOD content including 30 for 30, X Games that was distributed to 40M+ homes via satellite, cable, Apple TV, Microsoft Xbox, Sony PlayStation and other distribution clients.
- Proactively identified potential issues with logistics and schedules and resolved concerns before the start of production.

Producer & Director
ESPN, Bristol, CT 2004 – 2007

- Orchestrated a three-step process of proposing initial show concept, producing/directing program and creating scalable versions for ESPN's digital, social and mobile platforms.
- Led production of long-former programs such as "All-Access College Basketball", "World Series of Poker Final Table" and ESPN Original Entertainment's "The Bronx is Burning" and "Ruffian."
- Worked closely with partner Kellogg's to create and produce "Earn Your Stripes" digital branded content campaign.
- Oversaw production vendors and collaborated with third-party agencies as projects required.

Associate Producer, ESPN Classic – Produced and directed documentaries for the SportsCentury & ESPN25 anthology series on famous athletes incl. Pele, Magic Johnson/Larry Bird, and Dorothy Hamill.

Feature Producer and Director, Asia Sport Television – Produced & directed feature stories on Asian athletes and sporting events in 16 countries throughout Asia.

Production Assistant and Studio Editorial Assistant, ABC Sports
Production Assistant, NBA Entertainment
Production Assistant, NBC Sports

EDUCATION & PROFESSIONAL DEVELOPMENT

University of Michigan, Ann Arbor, MI - **Bachelor of Arts, Communications**
University of Connecticut, Financial Accounting graduate coursework

ESPN Senior Leadership Development, Executive Job Rotation Program
Disney management course in Negotiation Techniques

From: null@town.fairfield.ct.us
To: Board of Selectmen
Subject: New submission for form: Boards and Commissions Interest Form (ID #132)
Date: Thursday, May 27, 2021 2:57:58 PM

Boards and Commissions Interest Form

Record □132 submitted from IP address 24.184.95.62 on 5/27/2021 2:57 P□

View form

ID	132
First Name	Paula
Last Name	Cocozza
Street Address	251 Inwood Rd
Zip Code	06825
Email Address	paula□coco@gmail.com
Cell Phone	917-553-0133
Home Phone	203-335-4581
Work Phone	
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	FairTV Commission
Read the Boards Role	Yes
How You Learned About the Position	Jen Carpenter reached out to me about the opening.
Who You Have	Other Board □embers

Spoken To	
Explanation of Interest and Contribution	I think it would be an excellent opportunity to volunteer for the town. □y background in broadcast television gives me uni□ue insight, and I was successful in my work as a managing producer because I am organized and efficient. With a □ournalism degree and a master□s in media literacy, I have a knowledge base that would be helpful to the FairTV Commission.
Resume or Bio	PJC Resume □ay 2021 short form.docx
Additional Comments	

Manage

Paula J. Cocozza
251 Inwood Road
Fairfield, CT 06825
917-553-0133 (C)
paulajococo@gmail.com

Professional Experience

GalTime.com Fairfield, Connecticut
Lifestyle Editor 9/10-7/11
-Managed a page with original content for an on-line women's magazine

WNBC-TV New York, New York
Freelance Writer/Producer 10/01 -5/04

On Site Networks New York, New York
Producer 9/00-10/01
-Originated programming of Women's Supermarket Network

WNBC-TV New York, New York
Management Producer/Weekend Today in NY 1/99-9/00

Associate Producer/Live at Five, 6pm & 11pm 6/97-12/98

WABC-TV New York, New York
Freelance Writer/Producer 9/95 – 6/97

WSB-TV (ABC Affiliate) Atlanta, Georgia
Morning Manager and Producer 9/94 – 8/95

WTNH-TV (ABC Affiliate) New Haven, Connecticut
Producer, 5:30pm News, Associate producer 6/92 – 8/94

Education

Sacred Heart University Fairfield, Connecticut
Master's Degree –Communications 8/16-8/18
University of Maryland College Park, Maryland
Bachelor of Science – Journalism 8/88 – 5/92

Honors

-February 2000: Nominated for an Emmy award for single outstanding morning newscast
-May 2010, 2011 JLEFC New Active Outstanding Service Award, Peer Recognition Award
-August 2018 Commencement Speaker, Sacred Heart University

Volunteering

Council of Churches of Greater Bridgeport: Anti-Racism Cohort, St. Paul's Episcopal Church, Junior League of Eastern Fairfield County, PTAs of Stratfield, Tomlinson & Warde

Boards and Commissions Interest Form

Print

Submitted by: Amy Barrett

Submitted On: 2023-12-14 16:38:37

Submission IP: (192.40.23.220)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Jennifer Carpenter

Due Date: Open

Attachments

- Resume 2021.docx - 2023-12-14 04:38:38 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
Amy	Barrett	amyficke@gmail.com

*** Street Address**

306 Villa Ave

*** Zip Code**

○ 06824 ◉ 06825 ○ 06890

Home Phone	Cell Phone	Work Phone
2036902203	Ex. (123) 456-7890	Ex. (123) 456-7890

Voter Registration Information

*** Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?**

◉ Yes ○ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

◉ Democratic Party
○ Green Party
○ Independent Party
○ Other Party
○ Republican Party
○ Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Bike/Ped (Safe Streets), Sustainable Fairfield, Earth Day

*** Have you read the written description of the board's role that is available on the Town website?**

(•) **Yes** ( ) **No**

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

First Selectman

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

( ) **Board Chair**
( ) **Department Head**
(•) **First Selectman**
( ) **Other Board Members**
( ) **Other Person(s)**

Why are you interested in serving on this Board and what can you contribute?

On any of these Boards or Commissions I can contribute a broad array of skills acquired nearly 2 decades in senior roles in financial regulatory compliance. I have worked closely with the Police Commission, Traffic Division and the Engineering Department to develop traffic calming measures on Villa that is being used as a model for the Town. As a life long environmentalist, I would bring a fresh perspective to the Town's sustainability efforts.

*** Resume/Bio**

Choose File | No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Amy Barrett
Fairfield, CT
203-690-2203
Amyficke@gmail.com
www.linkedin.com/in/amybarrettficke

Compliance professional experienced in development and maintenance of compliance programs, communication with regulators, crafting of policies and procedures covering various areas of buy side compliance (personal trading, marketing, annual reviews, mock examinations, annual compliance trainings, regulatory filings and electronic communications reviews).

Qualifications:

- Compliance professional with over 15 years of experience in the financial industry.
- Strong familiarity with the Investment Adviser's Act of 1940.
- Effectively balances real-time compliance needs with on-going legal tasks and projects.
- Excels in resolving employer challenges with innovative solutions, systems and process improvements proven to increase efficiency and customer satisfaction.
- Offers strong skills in MS Office Suite and other compliance applications and systems.

Professional Experience

Bridgewater Associates, Westport, CT **2012 – 2015**

Director, Compliance

- Perform all day-to-day compliance functions for a RIA.
- Prepare regulatory filings (Form ADV, Form PF, 13H etc).
- Update Senior Management on new and proposed rules and compliance issues
- Maintain and update all firm policies and procedures.
- Conduct annual SEC compliance reviews.
- Serve as liaison to Board of Directors to manage the workflow and execution of resolutions, agreements, and other required corporate documents; attend Board meetings and prepare minutes.
- Conduct Annual Compliance Training
- Conduct trade surveillance including quarterly reviews of emails, personal trading and expert network usage.
- Coordinate with outside counsel in drafting/updating fund documentation and launching new funds/strategies.
- Provide compliance support and advice to investor relations; review marketing and promotional materials.
- Responsible for all employee on-boarding, including coordinating the hiring process with Business Development.

Lehman Brothers, New York, NY **2007 – 2008**

Director, Regulatory Compliance Consulting

- Design, implement and maintain compliance programs for HF, PE and VC advisors (RIAs and ERAs)
  - Oversee program testing
  - Conduct Annual Reviews
  - Review client marketing materials
- Assist clients with SEC exams and NFA audits
- Conduct Mock SEC Exams
- Supervise client support teams

[illegible]

Deputy Chief Compliance Officer *June 2021 - Nov 2021*
Chief Compliance Officer *August 2018 – May 2021*
Director, Compliance *March 2015 - July 2018*

Perform all day-to-day compliance functions for a RIA and CPO.

- Prepare regulatory filings (Form ADV, Form PF, 13H, CPO-PQR).
- Support General Counsel with employment related tasks such as drafting employment agreements and releases.
- Update Senior Management on new and proposed rules and compliance issues that may impact the firm's business activities.
- Maintain and update all firm policies and procedures.
- Conduct annual SEC and NFA self-exams and compliance reviews.
- Serve as liaison to Board of Directors to manage the workflow and execution of resolutions, agreements, and other required corporate documents; attend Board meetings and prepare minutes.
- Conduct Annual Compliance Training for over 200 employees
- Conduct trade surveillance including quarterly reviews of emails, personal trading and expert network usage.
- Ensure all relevant employees participate in AML and Ethics Training.
- Coordinate with outside counsel in drafting/updating fund documentation and launching new funds/strategies.
- Provide compliance support and advice to investor relations; review marketing and promotional materials.
- Responsible for all employee on-boarding, including coordinating the hiring process with Business Development.
- Manage the Firm's immigration petitions.

[illegible]

Associate, Regulatory Compliance Consulting

Assist clients with SEC examinations (presence exams, 105 inquiries, etc).

- Conduct mock SEC audits.
- Review compliance and marketing documents for compliance with regulatory requirements (SEC, CFTC, NFA).

- Act as an on-site Compliance Officer for select clients.
- Develop and monitor compliance infrastructure for hedge fund and private equity firms based on SEC and CFTC regulatory requirements.
- Draft compliance policies and establish SEC compliant procedures;
- Register hedge funds and/or private equity funds with the SEC and the CFTC and handle all regulatory documents (SEC entitlement packets, Form ADV, U4/U5's, obtain Large Trader ID's).
- Consult advisers on completing and filing Form ADV Parts 1, 2A and Form PF.
- Conduct annual Compliance Training.
- Monitor Employee Investment activity, adherence to their Code of Ethics, perform email reviews.
    - Assist clients in SEC Annual Assessments.
    - Perform quarterly trade reviews; and
    - Perform quarterly and ad hoc email reviews.

Compliance Analyst (Consultant)

- Monitor employee trade data to determine compliance with the Firm's personal trading policies.
- Monitor Firm trading to ensure compliance with regulatory filing requirements.
- Conduct forensic testing around employee personal trading.
- Conduct training on the Firm's Employee Activities policies.
- Support audit and regulatory requests.
- Conduct OFAC searches and reviews.

Compliance Generalist (06/2009 -02/2012)

- Created firm wide baseline project plan for SEC registration in Microsoft Project.
- Review and approve Marketing presentations and materials.
- Managed vendor selection process for new Personal Trading Monitoring System.
- Responsible for monitoring personal trading for over 1000 employees worldwide.
- Provided Senior Management with all Personal Trading Reports:
- front-running, Code of Ethics violations, most profitable trades.
- Conducted evidentiary due diligence for all potential personal trading violations.
- System Administrator for Personal Trading Monitoring System.
- System Administrator for proprietary Annual Certification System.
- Managed Annual Code of Ethics certification for U.S. employees.
- Conducted New Hire Compliance Training for new employees.
- Monitored all Gifts and Entertainment.
- Responsible for wall crossing due diligence for private offerings.
- Supported Traders with ad hoc questions on all aspects of Compliance Policies and Procedures.
- Monitored Firm trading for Restricted List violations.
- Reviewed all employee outside relationships and affiliations to determine any potential

conflicts and put Information Barriers in place where needed.

- *Compliance Department Administrator (3/2005 – 05/2009)*
- Provided administrative support to Chief Compliance Officer and Compliance Department.
- Organized and tracked attendance for Annual Compliance Training for 1,000
- employees across multiple locations.
- Organized, scheduled, and tracked attendance for various special Compliance Training sessions, such as AML, Privacy Policies, and Insider Trading, for all domestic and international locations.
- Created and maintained Compliance training materials in PowerPoint.
- Compiled firm trading data in Excel for outside counsel.
- Compiled trading data and prepared extensive Excel spreadsheets, including charts and tables for internal use and decision making.
- Created and maintained filing system for regulatory inquiries.
- Prepared Excel reports for semi-annual Risk Portfolio Manager reviews.

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Boards and Commissions Interest Form

Print

Submitted by: Alexander Murphy

Submitted On: 2024-02-02 20:36:50

Submission IP: (216.49.138.24)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- Alexander Murphy resume 2-2-24.pdf - 2024-02-02 08:36:51 pm

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
Alexander	Murphy	alexandermurphy@att.net

*** Street Address**

34 Smith Street

*** Zip Code**

◉ 06824 ○ 06825 ○ 06890

Home Phone	Cell Phone	Work Phone
2034141212	2034141212	Ex. (123) 456-7890

Voter Registration Information

*** Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?**

◉ Yes ○ No, but plan on registering

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

◉ Democratic Party
○ Green Party
○ Independent Party
○ Other Party
○ Republican Party
○ Unaffiliated (No party affiliation)

*** Which Board or Commission are you interested in?**

Bicycle & Pedestrian

*** Have you read the written description of the board's role that is available on the Town website?**

◉ **Yes** ○ **No**

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

First Selectman Bill Gerber, knowing my transportation engineering background, asked me to get involved.

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- ☐ **Board Chair**
- ☐ **Department Head**
- ☐ **First Selectman**
- ☐ **Other Board Members**
- ☑ **Other Person(s)**
- ☐ **None of the Above**

Why are you interested in serving on this Board and what can you contribute?

As a nearly 30-year resident of Fairfield, I am keenly aware of roadway issues around town. For most of that duration, my job as an engineering consultant precluded me from participating in Board roles like this that might affect policy. However, in 2020, I retired from my position and have subsequently begun a second career as a realtor in town. I've always been interested in serving the Town in some way, largely inspired by my recently deceased father who was the Chairman of the Board of Finance in Madison for many years, and my grandfather, Robert T. Cairns, who was a State Representative for the 72nd District many years ago. I was a Civil Engineering major both as an undergraduate and in graduate school, and a Professional Engineer for 32 years with a focus on highway/transportation, and while most of my career was based on NYC projects (with attendant bicycle and pedestrian issues), I had numerous projects in Connecticut with extensive interaction with the Connecticut DOT. I believe that this background would allow me to offer valuable insights to the Committee.

*** Resume/Bio**

Choose File No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

Alexander (Sandy) Murphy

34 Smith Street
Fairfield, CT 06824
203-414-1212 (c)
alexandermurphy@att.net

Education

BS, Civil Engineering, Union College, 1982
MS, Civil Engineering, City University of New York, 1992

Registrations

Professional Engineer, New York

Years of Experience

With STV: 4
With AECOM: 27
With NYSDOT: 6

Professional Affiliations

ACE Mentor Program - Connecticut
Chapter Board of Directors, Treasurer
American Society of Civil Engineers
American Society of Highway Engineers

Training

OSHA 10

I provide management, technical direction, and quality assurance with expertise in conceptual and preliminary designs and the preparation of contract plans for transportation and major site development projects. I specialize in highway design including highway alignment design, traffic studies, grading and paving, construction sequencing, and maintenance of traffic during construction.

Experience

NYCDOT Broadway Bridge over the Harlem River
Project Manager overseeing a team of bridge structural engineers, civil engineers and architects developing designs for the estimated $150 million rehabilitation of the Broadway Bridge which links West 220th Street in Manhattan with West 225th Street in the Bronx, NY, across the Harlem River. The NYCDOT project involves replacing the lift span with a new open grid deck system, stringers, and bottom lateral bracings of both the lift and tower spans. In addition, the project scope involves the replacement of the reinforced concrete deck of the lift span with a new grid deck partially filled with fiber-reinforced plastic decking, structural repairs of the floor beams, reconstruction of the approach spans and roadways, and renovation of the bridge control room and machinery houses. Also responsible for managing the project budget and coordinating the timely completion of project design milestones and construction support services tasks. (10/15 – 4/20)

PANYNJ Terminal 1 Design-Build Construction
Package Manager responsible for underground utility and foundation/slab-on-grade packages in the aggressively scheduled Terminal 1 design-build project to construct a new international terminal immediately adjacent to Terminal A at Newark Airport. The effort includes coordination of multiple in-house disciplines including electrical, structural, mechanical, plumbing, as well as subconsultant/outside disciplines such as communications, security, baggage handling, civil, geotechnical, blast resiliency, acoustics, pedestrian traffic and signage and wayfinding. (5/18 – 2/19)

PANYNJ Outerbridge Crossing Main Span Pier and Fender Upgrades
Project Manager supervising preliminary and final design as well as construction support services, for the $23 million rehabilitation of the Outerbridge Crossing Bridge to enhance protection of the main piers. Preliminary design considered the impact of collisions, blast events, and fires, and investigated the feasibility of constructing various types of protection systems. The final design includes the installation of an improved fender system surrounding three piers and existing cofferdams, and access to the pier foundations pedestrian bridges to facilitate future inspections. (3/17 – 4/20)

NYCDOT Shore Parkway Bridge over Fresh Creek Basin
Project Manager responsible for managing construction support services for the $122.6 million full reconstruction of this 5-span bridge and approach roadway segments in Brooklyn, NY, for NYCDOT. The bridge was replaced with a new, 3-span structure. Coordinated activities with other consultants for adjacent bridge and highway reconstruction segments and also managed responses to unanticipated field conditions. In addition, I supervised reviews of construction methods proposed by the contractor, as well as reviews of shop drawings and contractor submittals to verify consistency with contract documents. (9/10 - 9/15)

NYSDOT Route 9A Reconstruction
Project Highway Engineer and Project Manager - Oversaw reconstruction in the vicinity of the World Trade Center in Lower Manhattan, including multiple contracts to rebuild after the events of September 11. The two major contracts at a combined cost of $350 million involved the creation of a promenade extending from Chambers Street to the southern terminus of West Street and Battery Place. As the project highway engineer for the Promenade South contract, I was responsible for construction staging and the maintenance and protection of traffic plans for the Promenade South contract. As the project manager for the Promenade North contract, I led the design effort of structural modifications to three pedestrian bridges, architectural enhancements to the approach of the Battery Park Underpass, and civil design of the Route 9A bikeway. The work included extensive coordination with other consultants on the 9A team, and multiple presentations to gain approval from the NYC Public Design Commission and the local Community Board. As the project manager responsible for providing construction support services for the Promenade South contract, the Promenade North contract, and the Vesey Street Pedestrian Bridge East End deconstruction, I coordinated reviews of RFIs and construction methods proposed by the contractor. (4/03 - 9/15)

NYCDDC, Lakeview Boulevard East Reconstruction
Project Manager responsible for the preliminary and final design of street reconstruction for Lakeview Boulevard East and the connecting streets between Long Street and Baisley Boulevard, including storm/sanitary sewer and water main improvements for the area and 119th Avenue through 164th Street between the Long Street and 120th Avenue intersections. The project eliminated chronic flooding for the Lakeview Boulevard East area, as well as provided safety and accessibility improvements for both traffic and pedestrians by normalizing intersections, narrowing the road, and introducing new sidewalk along Baisley Pond Park. (3/13 – 9/15)

ConnDOT ADA Rail Facility Upgrade
Project Manager responsible for supervising the final design and construction support services for station upgrades at six key stations on Metro-North's New Haven Line. The ConnDOT project included various station improvements to bring the facilities into conformance with ADA requirements, including parking modifications, improved signage, tactile warning strips at platform edges, and ramp access to platforms, as well as bathroom, ticket window, and elevator improvements. The improvements at the Westport Station also included a new jacked pedestrian underpass, new elevators, and architectural restoration of the historic station building. At the New Canaan Station, the historic station building was lifted from its foundation and the entire adjacent parking area was raised to the level of the platform before the station was reset at that higher elevation to allow for ADA compliant access from the parking lot to the platform. (10/95 -

From: null@town.fairfield.ct.us
To: Board of Selectmen
Subject: New submission for form: Boards and Commissions Interest Form (ID #239)
Date: Sunday, September 11, 2022 11:33:13 PM

Boards and Commissions Interest Form

Record □239 submitted from IP address 38.81.106.206 on 9/11/2022 11:33 P□

View form

ID	239
First Name	Will
Last Name	Diaz
Street Address	49 □elville Ave
Zip Code	06825
Email Address	wdiazrtm@gmail.com
Cell Phone	203-414-1779
Home Phone	203-414-1779
Work Phone	203-414-1779
Voter Registration Status	Yes
Political Party Affiliation	Democratic Party
Board or Commission	Ethics Commission
Read the Boards Role	Yes
How You Learned About the Position	Another board member
Who You Have	Other Board □embers

Spoken To	
Explanation of Interest and Contribution	Integrity and ethics in all aspects of governance is essential. Unfortunately, government isn□t simply moral on it□s own so there must be checks and balances in place to ensure compliance with set rules. I believe my experience in government and in observance of it for years as a politically active citizen, Union Executive Board member and RT□ Representative put me in a uni□ue position of familiarity with the work of local government and give me the desire to ensure its integrity.
Resume or Bio	Blank.pages
Additional Comments	

Manage

William Diaz
49 Melville Ave Fairfield, CT 06825
(203) 414-1779

Bio for Ethics Commission:

Fairfield resident for 22 years

PTA Executive Board (McKinley Elementary) 2007-2016

AFSCME Local 714 Executive Board 2007-2014

RTM District 5 2020-Present

I currently work as a Senior Educational Program Administrator out of the UCONN School of Social Work in adult education. Contracted out to CT Department of Social Services to train their employees on systems, policy, procedures and ethics.

I am on the Board of Directors for a local nonprofit called Love Has a Home Here operating out of Sticks and Stones Farm in Newtown where we conduct enrichment activities such as Wilderness Camp for children, meditation and energy work, volunteer-run gardening to raise food for local food banks and much more.

I founded and run a local community altruism project called CT Love Army which encourages everyday CT citizens to support their communities through food and clothing drives, non-judgement and volunteer work for other nonprofits needing support.

Thank you for your consideration.

Will Diaz

Boards and Commissions Interest Form

Print

Submitted by: William Ferguson

Submitted On: 2024-02-23 10:19:14

Submission IP: 216.49.138.157 (165.225.221.35)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Christine Brown

Due Date: Open

Attachments

- WBF4th CV 2023.pdf - 2024-02-23 10:19:14 am

Boards and Commissions Interest Form

To be considered for appointment to a Town board or commission, please complete the following questionnaire. Questions with a red asterisk require a response. Click here for information on the appointment consideration process.

* First Name	* Last Name	* Email Address
William	Ferguson	wbf4th@gmail.com

*** Street Address**

12 Reynolds Dr, Fairfield, CT 06824

*** Zip Code**

◉ **06824** ○ **06825** ○ **06890**

Home Phone	Cell Phone	Work Phone
Ex. (123) 456-7890	(917) 991 7522	Ex. (123) 456-7890

Voter Registration Information

*** Participation requires that you are a registered voter in the Town of Fairfield. Are you registered to vote in Fairfield?**

◉ **Yes** ○ **No, but plan on registering**

Per the Town Charter, party balance must be maintained on most boards and commissions. What is your party affiliation?

○ **Democratic Party**
○ **Green Party**
○ **Independent Party**
○ **Other Party**
◉ **Republican Party**
○ **Unaffiliated (No party affiliation)**

*** Which Board or Commission are you interested in?**

Ethics Commission

*** Have you read the written description of the board's role that is available on the Town website?**

(•) **Yes** ( ) **No**

*** Tell Us how you learned about this board/open position - press release, another board member, newspaper, etc.**

Town Website

*** Please indicate who, if anyone you have spoken to regarding the work and time commitment of this board. Check all that apply.**

- [ ] **Board Chair**
- [ ] **Department Head**
- [ ] **First Selectman**
- [ ] **Other Board Members**
- [ ] **Other Person(s)**
- [x] **None of the Above**

Why are you interested in serving on this Board and what can you contribute?

I am currently serving a term on the FairTV Commission (07/2022 - 07/2026). I do not love the idea of leaving my post mid-term, but I believe I can contribute more to the Town on the Ethics Commission. We have worked to completely re-vamp the FairTV Commission's operations, equipment, and processes alongside our Production Manager and have reached a working cadence that results in effective delivery on our mission in a truly bi-partisan manner. Given some of the actions by officials from both major parties in the last few years, it is clear that the Commission's duties to oversee ethics, conduct, freedom of information and conflicts of interest is needed now more than ever. I believe that my passion for the Town of Fairfield and its residents and my demonstrated willingness to vote and act outside of my own party makes me a strong candidate to join this Commission. I look forward to bringing a perspective that will safeguard the legacy that makes this Town such a wonderful place to live. I appreciate the consideration and am happy to answer any questions about my potential candidacy. Thank you.

*** Resume/Bio**

Choose File No file chosen

The Resume/Bio field is required

Please upload a copy of your resume or a brief biography.

Additional Information

Use this space to provide any additional information you'd like to share.

Please note that all information entered here will be used as backup documentation during the appointment consideration process and is considered public information under the Freedom of Information Act (FOIA).

WILLIAM FERGUSON

Myers-Briggs® ENTJ • **DiSC®** Initiator (Di) • **CliftonStrengths®** Achiever, Responsibility, Competition, Analytical, Discipline

I am an advertising veteran who develops and implements growth strategies for clients, agencies, and teams.
My out-of-office passions include live sports and music, the Oxford comma, and NYC's 17,000+ water towers.

EXPERIENCE

dentsu

Senior Vice President, Head of Growth 2023 - Present
iProspect • dentsu's global agency accelerating client growth at the intersection of brand and performance media.
- Partnered with the CEO and CGO to vet opportunities and bring new strategies to agency new business activity.
- Served as main agency contact for prospective clients, pitch consultants, RECMA, and COMvergence.
- Assessed the agency positioning in the marketplace and developed an elevated business development strategy.
- Led the development of winning RFI/RFPs, team formations, and client relationships from chemistry to final pitch.
- Collaborated with global iProspect, Carat, dentsuX, and Merkle teams to support global pitch efforts.
- Drove organic growth efforts to expand agency remit into new service lines, channels, and proprietary products.
- Diversity, Equity, & Inclusion: Executive Sponsor, Military Business Resource Group

Senior Vice President, Managing Director 2022 - 2023
Vice President, Client Partner 2021 - 2022
Senior Director, Client Partner 2019 - 2021
Merkury • dentsu's identity-based audience platform delivering insights, planning, activation, and measurement.
- Led an integrated team of 7 Client Partners covering 70+ clients and $50MM+ in annual revenue across dentsu.
- Delivered first year of profitability for M1 by implementing advanced commercial and consultative practices.
- Exceeded target profit levels by delivering increased revenue with reduced staffing and platform cost centers.
- Leveraged consumer data, industry trends, and product strategy to build revenue-driven addressable media plans.
- Applied functional knowledge of insights, data, research, planning, buying, and measurement to client challenges.
- Participated in growth and retention pitch wins including Heineken, Yahoo, LinkedIn, Peloton, and Pandora Jewelry.
- Drove the consulting, packaging, and enablement efforts for implementation of dentsu addressability resources.
- Diversity, Equity, & Inclusion: Founder & Executive Sponsor, Military Business Resource Group
- Clients: Full dentsu portfolio including General Motors, Microsoft, Hilton, Jaguar Land Rover, Intel, Discover, Kroger

Director, Client Services 2017 - 2019
Associate Director, Client Services 2016 - 2017
iProspect • dentsu's global agency accelerating client growth at the intersection of brand and performance media.
- Directly responsible for $75MM+ of annual media budgets, yearly revenue growth goals, and client performance.
- Managed teams of 25+ across Paid Social, Paid Search, SEO, Digital, Programmatic, and Above-The-Line activation.
- iProspect Global Awards 2017: Transformative Partnerships (Silver) & Product and Solution Spotlight (Bronze)
- Clients: General Motors - Cadillac, DIAGEO, Marcus by Goldman Sachs, blu e-cigs, Pfizer

Sprinklr • Senior Manager, Client Delight 2015 - 2016
Unified-CXM platform enabling thousands of the world's largest enterprise brands to market, advertise, and engage.

Adaptly • Manager, Media Operations 2013 - 2015
Accenture's social media advertising technology offering marketing solutions across all major social ad networks.

Secco Squared • Manager, Digital Operations 2012 - 2013
Performance marketing agency specialized in customer acquisition through online media and mobile marketing.

Tranzact • Manager, Digital Marketing 2011 - 2012
Leading marketplace for the distribution of direct-to-consumer auto, home, health, and life insurance products.

Datran Media • Assistant, Digital Marketing 2010 - 2011
Digital media platform powering predictable audience engagement across display, social, mobile, video and email.

SERVICE

Town of Fairfield CT • Secretary, FairTV Commission 2022 - Present
Appointed member overseeing the development and operation of educational and government access television.

Veterans of Foreign Wars • Post Trustee, Post 399 2021 - Present
Elected officer overseeing audit and accounting operations in support of the VFW's veteran advocacy mission.

United States Army • First Lieutenant 2011 - 2019
Commissioned officer serving in garrison and combat roles of Platoon Leader, Executive Officer, and Staff Officer.

ACADEMICS

University of Connecticut • MS, Human Resource Management 2024 - 2026(e)
#2 Online Master's in HRM, US (Best Colleges 2022) • #26 Top Public University, US (US and World News Report 2023)

University of Connecticut • MBA, Digital Marketing Strategy 2020 - 2022
#4 Public MBA Program, Northeast • #59 Graduate Business School, US (Bloomberg BusinessWeek 2020)

Fordham University • BS, Business Administration & Marketing 2007 - 2011
#4 Undergraduate Marketing Program, US • #40 Undergraduate Business School, US (Bloomberg BusinessWeek 2010)

WILLIAM FERGUSON • 917.991.7522 • WBF4th@Gmail.com • LinkedIn.com/in/WBF4th • References available upon request.

CONFIDENTIALITY AGREEMENT

This Agreement is made this _____day of _____ 20___, by and between Aquarion Water Company ("AWC") and _____(the "Receiving Party").

The Receiving Party has requested that AWC provide the Receiving Party with

_____

_____

so that the Receiving Party may utilize such data solely for

_____

For good and valuable consideration, AWC agrees to make the Confidential Information available to the Receiving Party and the Receiving Party agrees to take the Confidential Information on the following basis:

1. "Confidential Information" shall mean the information identified above delivered from AWC or its subsidiaries to the Receiving Party. It shall be marked with a legend identifying it as "Confidential Information – Property of Aquarion Water Company" at all times.
2. The Receiving Party shall not, without AWC's prior written permission, use the Confidential Information or any part thereof for any purpose other than for the expressly limited purpose stated above.
3. The Receiving Party shall not, without AWC's prior written permission, share the Confidential Information with any town, regional, state or federal department or agency.
4. The Receiving Party shall not, without AWC's prior written permission, share the Confidential Information with any Contractor. In the event AWC grants written permission for use of Confidential Information by an outside Contractor, the Receiving Party shall ensure the Contractor has destroyed or returned the Confidential Information at the completion of the contract. The Receiving Party will inform AWC in writing when the data has been destroyed or returned.
5. The Receiving Party shall maintain all Confidential Information in confidence, taking all reasonable precautions to prevent disclosure of it or any part thereof to any third parties, other than its employees or agents for limited use related to the purpose stated above. This provision includes, but is not limited to, storing electronic information. The Receiving Party must have in place established policies and procedures for the handling of confidential information by its employees and agents. The Receiving Party shall be responsible for any disclosure of the Confidential Information by such employees or agents.
6. The Receiving Party agrees that it shall not post Confidential Information on its web site and that it shall not include Confidential Information in publicly distributed documents.
7. The Receiving Party shall return immediately all Confidential Information (and all copies thereof) upon completion of its use thereof or upon the request of AWC. Alternatively, the Receiving Party agrees to dispose of Confidential Information in a manner consistent with the need to prevent disclosure of Confidential Information, if such action is approved by AWC.
8. AWC makes no representation as to the accuracy of the Confidential Information.
9. If the Receiving Party breaches this Agreement, AWC may pursue all remedies available to it, including but not limited to specific performance and injunctive relief.
10. The Receiving Party shall indemnify, defend and hold harmless AWC, its subsidiaries, as well as all officers, agents and employees of AWC against all liability, damages, loss or expense in connection with any claims, suits, demands or judgments, including without limitation actions taken by AWC pursuant to Paragraph 7 hereof, resulting from the unauthorized disclosure by the Receiving Party of the Confidential Information in violation of the terms and conditions of this Agreement.

Designated Representative for the
Aquarion Water Company:

_____
Signature

Name: _____

Title: _____

Address: _____

_____

_____

E-mail address: _____

Phone: _____

Designated Representative
the Receiving Party:

_____
Signature

Name: _____

Title: _____

Address: _____

_____

_____

E-mail address: _____

Phone: _____

ChimeNet
Secure Connectivity Simplified

110 Barnes Road, Wallingford, CT 06492
www.chimenet.com

Contract # 5282024022108

Bill to Customer:

Town of Fairfield
725 Old Post Rd
Fairfield CT 06824
Attn: David Kelley

Installation Location:

Service offering as defined, see attached Schedule A

Town Locations & Addresses as defined, See attached Schedule B

Quantity	Product Number	Description of Products and Services	Recurring Monthly Fees	Install / Equipment Fees
		WAN CONNECTIVITY RFP #2021-52		
1	DarkFiber	Private Dark Fiber WAN Connectivity as defined, see attached Schedule A – Municipal Locations.	$ 1,550.40	$00.00
1	DarkFiber	Private Dark Fiber WAN Connectivity as defined, see attached Schedule A – Library Locations.	$ 2,747.40	$00.00
1	DarkFiber	Private Dark Fiber WAN Connectivity as defined, see attached Schedule A – Public Safety Locations.	$ 6,116.10	$00.00

Total Monthly Fees	Total One-Time Fees	Term of Contract	Effective Date
$ 10,413.90 / Mo.	$ 00.00/1X	2 Yr.	7/1/24

SCHEDULE A
TOWN OF FAIRFIELD RFP for WAN CONNECTIVITY

TOWN OF FAIRFIELD, 2 YEAR TERM / DARK FIBER				MRC	TOTAL MRC
Location A		Location B	Service	Circuit Price	FIBER 1Yr.
Municipal					
Independence Hall (IH)	to	FS#1	Dark Fiber	$410.40	$410.40
Old Town Hall	to	IH	10 Gbps Private Fiber	$0.00	$0.00
Public Works (PW)	to	IH	Dark Fiber	$627.00	$627.00
Conservation Workshop	to	PW	Dark Fiber	$0.00	$0.00
DPW Building Maintenance	to	PW	Dark Fiber	$0.00	$0.00
Scale House	to	PW	Dark Fiber	$0.00	$0.00
Water Pollution Control	to	PW	Dark Fiber	$0.00	$0.00
WPCF Sludge Return	to	PW	Dark Fiber	$0.00	$0.00
Recreation Center	to	IH	Dark Fiber	$285.00	$285.00
Senior Center (SC)	to	IH	Dark Fiber	$228.00	$228.00
Public Nurse Health	to	SC	Private Fiber	$0.00	$0.00
SUB-TOTAL: TOWN OF FAIRFIELD / MUNICIPAL SITES: DARK FIBER; 2 Yr. TERM				$1,550.40 MRC CIRCUIT	$1,550.40 MRC
Libraries					
Main Library (ML)	to	BOE	Dark Fiber	$598.50	$598.50
Fairfield Wood Branch Library	to	ML	Dark Fiber	$780.90	$780.90
Fairfield Woods Branch Library Ring	to	IH	Dark Fiber	$1,368.00	$1,368.00
SUB-TOTAL: TOWN OF FAIRFIELD / LIBRARY SITES: DARK FIBER; 2 Yr. TERM				$2,747.40 MRC CIRCUIT	$2,747.40 MRC
Public Safety					
Police HQ	to	FS#2	Dark Fiber	$2,109.00	$2,109.00
Fire Station #1 (FS#1))	to	ML	Dark Fiber	$102.60	$102.60
Fire Station #2 (FS#2))	to	IH	Dark Fiber	$513.00	$513.00
Fire Station #3 (FS#3)	to	FS#2	Dark Fiber	$809.40	$809.40
Fire Station #4 (FS#4)	to	FS#1	Dark Fiber	$627.00	$627.00
Fire Station #5 (FS#5)	to	FS#3	Dark Fiber	$701.10	$701.10
Fire Training	to	PW	Dark Fiber	$0.00	$0.00
Animal Control	to	PW	Dark Fiber	$0.00	$0.00
Marina Police #1	to	FS#1	Dark Fiber	$1,254.00	$1,254.00
SUB-TOTAL: TOWN OF FAIRFIELD / PUBLIC SAFETY SITES: DARK FIBER; 2 Yr. TERM				$6,116.10 MRC CIRCUIT	$6,116.10 MRC
TOTAL: TOWN of FAIRFIELD WAN DARK FIBER; 2 YEAR TERM				$10,413.90 MRC CIRCUIT	$10,413.90 TOTAL MRC

Schedule B: Town of Fairfield/ Locations and Addresses	
TOWN LOCATIONS	**ADDRESS**
Municipal	
Independence Hall	725 Old Post Road
Old Town Hall	611 Old Post Road
Department of Public Works	335 Veres Street
Conservation Workshop	265 Richard White Way (One Rod Hgwy.)
DPW Building Maintenance	705 Richard White Way (One Rod Hgwy.)
Scale House	470 Richard White Way (One Rod Hgwy.)
Water Pollution Control Facility	330 Richard White Way (One Rod Hgwy.)
WPCF – Sludge Return Building 29	183 Richard White Way (One Rod Hgwy.)
Recreation Center	75 Mill Plain Road
Senior Center	100 Mona Terrace
Public Health Nursing Trailer	100 Mona Terrace
Libraries	
Library (Main)	1080 Old Post Road
Library (Fairfield Woods Branch)	1147 Fairfield Woods Road
Public Safety	
Police Headquarters	100 Reef Road
Fire Station Headquarters	140 Reef Road
Fire Station 2	600 Jennings Road
Fire Station 3	400 Jackman Avenue
Fire Station 4	69 Main Street
Fire Station 5	3965 Congress Street
Fire Training Center	211 Richard White Way (One Rod Hgwy.)
Animal Control	Richard White Way (One Rod Hgwy.)
Marina Police	471 Turney Road

Terms and Conditions

Purpose: ChimeNet maintains a network to permit connectivity, reception and access to Intranet and Internet services. This Agreement sets forth certain of the terms and conditions of Customer's participation in the ChimeNet network and Customer's purchase of any additional ChimeNet applications, products and services (together, "Products"). All of Customer's and ChimeNet's other rights and obligations are set forth in the ChimeNet, Inc. Tariff, effective January 15, 2003 (as may be modified from time to time), which Tariff governs ChimeNet's delivery of service to customers. The Tariff is available from ChimeNet at customer's written request and on the Department of Public Utility Control website at www.state.ct.us/dpuc/database.htm.

Basic ChimeNet Service: ChimeNet will provide Customer access to the ChimeNet network to enable Customer to participate in electronic data interchange and connectivity between and among Customer, ChimeNet and other customers of ChimeNet.

ChimeNet Maintenance Support: ChimeNet will use reasonable efforts to provide uninterrupted service and will perform such maintenance, as it deems appropriate from time to time. ChimeNet will provide 24 hours, 7 days per week monitoring and technical support of ChimeNet service and equipment. ChimeNet will also maintain a helpdesk from 8:30 a.m. to 5:00 p.m. EST, Monday through Friday, except holidays.

Additional Products and Services: Customer may order additional ChimeNet Products from time to time at a price then in effect at the time of delivery by ChimeNet. All orders for Products are subject to approval and acceptance by an authorized officer of ChimeNet, and upon ChimeNet's acceptance, all such orders are governed by this Agreement unless customer and ChimeNet enter into a separate written agreement for any such other Products.

Customer Obligations: Customer shall pay the price/fees designated in this Agreement. Terms of payment are net thirty (30) days. Customer shall provide a storage area for any equipment utilized by ChimeNet on Customer's premises for the provision of ChimeNet services and applications under this Agreement. The storage area must be suitable for electronic equipment storage. ChimeNet shall have access to the storage area and the equipment at all times. Customer shall maintain proper security measures to prevent unauthorized access to the storage area and equipment.

Additional Fees, Fee Changes, Taxes and Term: If the costs incurred by ChimeNet to maintain, perform or deliver ChimeNet Products increase, for any reason, ChimeNet has the right to charge Customer an equitable portion of such increase. ChimeNet will give Customer an invoice for any such increase, which shall be payable by Customer within thirty (30) days. Any of the ChimeNet fees or prices designated herein shall be subject to change by ChimeNet at the start of each new year for the duration of this Agreement. ChimeNet will give Customer written notice of any such change at least (90) ninety days prior to the commencement of the year in which the change will take effect. Customer is responsible for the payment of any sales, use, property or similar taxes, fees or assessments levied by any governmental body as a result of the execution or performance of this Agreement. The term of this Agreement shall commence as of the Effective Date of this Agreement, which is identified on the front page of this Agreement, and continue for the period identified on the front page as the "Term of Contract". At the end of such period, the term shall automatically extend on a month-to-month basis until either party terminates this Agreement by giving thirty (30) days' advance written notice to the other of its intent to terminate this Agreement as of the last day of any calendar month. Once the term of this Agreement becomes month-to-month, all ChimeNet fees and prices chargeable to Customer for each month shall increase by twenty-percent (20%) greater than ChimeNet's then current list pricing.

Termination for Cause: Either party may terminate this Agreement on thirty (30) days written notice if the other party materially breaches any of its obligations under this Agreement.

Assignability: Customer may not assign this Agreement without the prior written consent of ChimeNet. ChimeNet may not assign this Agreement without the prior written consent of Customer, except that ChimeNet may assign its rights and obligations under this Agreement to the Connecticut Hospital Association (CHA) or any CHA affiliate, without obtaining consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Limitations of Liability: ChimeNet makes no warranty or promise except as stated in this Agreement. ChimeNet does not warrant that service over the network will be uninterrupted, trouble free, or secure from unauthorized access. In the event of any problems with network service or any Products purchased by Customer hereunder, Customer's sole remedy shall be to cause ChimeNet to use reasonable efforts to cure the problems and, if they are not cured to Customer's satisfaction within a reasonable time, to terminate this Agreement and receive a refund of any fees paid to ChimeNet with respect to the period after termination. This Agreement does not provide any third party with any rights, claims, remedies or privileges. Under no circumstances shall ChimeNet be liable to Customer (or any person making a claim against ChimeNet through Customer as a third-party beneficiary or otherwise) for any indirect, incidental or consequential damages relating to or arising out of this Agreement at any time for any reason. Furthermore, in all events ChimeNet's maximum aggregate liability to Customer (and all persons making a claim against ChimeNet through Customer as a third-party beneficiary or otherwise) for any and all claims made against ChimeNet relating to or arising out of this Agreement for any reason whatsoever during any twelve (12) month period ending on an anniversary of the effective date shall not exceed the total fees paid by Customer to ChimeNet for such period.

Entire Agreement: This Agreement constitutes the entire understanding of the parties regarding all Products supplied to Customer as identified on the front page of this Agreement. The provisions of this Agreement may not be expanded or modified in any way except in writing signed by a duly authorized officer of each party. ChimeNet will comply with any applicable statute or regulation under HIPAA (the Health Insurance Portability and Accountability Act) applicable to its relationship with Customers.

Agreed by Customer:	**Agreed by:**
Town of Fairfield	**ChimeNet, Inc.**
Signature	Signature
William A. Gerber	John Brady
Printed Name	Printed Name
First Selectman	Senior Vice President /CFO
Its	Its
6/6/2024	
Date	Date

ChimeNet
Secure Connectivity Simplified

110 Barnes Road, Wallingford, CT 06492
www.chimenet.com

Contract # 452021022104

Bill to Customer:

Town of Fairfield
725 Old Post Rd
Fairfield CT 06824
Attn: David Kelley

Installation Location:

Service offering as defined, see attached Schedule A

Town Locations & Addresses as defined, See attached Schedule B

Quantity	Product Number	Description of Products and Services	Recurring Monthly Fees	Install / Equipment Fees
		WAN CONNECTIVITY / 2021 RFP #2021-52		
1	DarkFiber	Private Dark Fiber WAN Connectivity as defined, see attached Schedule A – Municipal Locations.	$ 1,550.40	$00.00
5	Cable300/30	Altice Cable Internet, 300M/30M, with Static IP and Modem Rental. Five (5) locations, with one-time install, as defined, see attached Schedule A – Municipal Locations.	$ 449.95	$ 499.95
1	DarkFiber	Private Dark Fiber WAN Connectivity as defined, see attached Schedule A – Library Locations.	$ 2,747.40	$00.00
1	DarkFiber	Private Dark Fiber WAN Connectivity as defined, see attached Schedule A – Public Safety Locations.	$ 6,116.10	$00.00
		Caveat: ChimeNet Contract #'s 452021022104 & 452021105912 are not mutually exclusive, we require both to be executed together.		

Total Monthly Fees	Total One-Time Fees	Term of Contract	Effective Date
$ 10,863.85 / Mo.	$ 499.95/1X	2 Years	7/1/21

SCHEDULE A, OPTION 1.B

TOWN OF FAIRFIELD RFP for WAN CONNECTIVITY 2021

TOWN OF FAIRFIELD, 2 YEAR TERM / DARK FIBER & CABLE INTERNET				MRC	TOTAL MRC
Location A		Location B	Service	Circuit Price	FIBER or CABLE 2 Yr.
Municipal					
Independence Hall (IH)	to	FS#1	Dark Fiber	$410.40	$410.40
Old Town Hall	to	IH	10 Gbps Private Fiber	$0.00	$0.00
Public Works (PW)	to	IH	Dark Fiber	$627.00	$627.00
Conservation Workshop	to	PW	Dark Fiber	$0.00	$0.00
DPW Building Maintenance	to	PW	Dark Fiber	$0.00	$0.00
Scale House	to	PW	Dark Fiber	$0.00	$0.00
Water Pollution Control	to	PW	Dark Fiber	$0.00	$0.00
WPCF Sludge Return	to	PW	Dark Fiber	$0.00	$0.00
Recreation Center	to	IH	Dark Fiber	$285.00	$285.00
Smith Richardson Golf #1	to	ISP/VPN	Cable Modem 300/ 50 *	$89.99	$89.99
Smith Richardson Golf #2	to	ISP/VPN	Cable Modem 300/ 50 *	$89.99	$89.99
Par 3 Golf Course - Starter	to	ISP/VPN	Cable Modem 300/ 50 *	$89.99	$89.99
Par 3 Golf Course - Maintenance	to	ISP/VPN	Cable Modem 300/ 50 *	$89.99	$89.99
Senior Center (SC)	to	IH	Dark Fiber	$228.00	$228.00
Public Nurse Health	to	SC	Private Fiber	$0.00	$0.00
Penfield Pavilion	to	ISP/VPN	Cable Modem 300/ 50 *	$89.99	$89.99
SUB-TOTAL: TOWN OF FAIRFIELD / MUNICIPAL SITES: DARK FIBER & CABLE INTERNET ; 2 Yr. TERM				$2,000.35 MRC CIRCUIT	$2,000.35 MRC
Libraries					
Main Library (ML)	to	BOE	Dark Fiber	$598.50	$598.50
Fairfield Wood Branch Library	to	ML	Dark Fiber	$780.90	$780.90
Fairfield Woods Branch Library Ring	to	IH	Dark Fiber	$1,368.00	$1,368.00
SUB-TOTAL: TOWN OF FAIRFIELD / LIBRARY SITES: DARK FIBER; 2 Yr. TERM				$2,747.40 MRC CIRCUIT	$2,747.40 MRC
Public Safety					
Police HQ	to	FS#2	Dark Fiber	$2,109.00	$2,109.00
Fire Station #1 (FS#1))	to	ML	Dark Fiber	$102.60	$102.60
Fire Station #2 (FS#2))	to	IH	Dark Fiber	$513.00	$513.00
Fire Station #3 (FS#3)	to	FS#2	Dark Fiber	$809.40	$809.40
Fire Station #4 (FS#4)	to	FS#1	Dark Fiber	$627.00	$627.00
Fire Station #5 (FS#5)	to	FS#3	Dark Fiber	$701.10	$701.10
Fire Training	to	PW	Dark Fiber	$0.00	$0.00
Animal Control	to	PW	Dark Fiber	$0.00	$0.00
Marina Police #1	to	FS#1	Dark Fiber	$1,254.00	$1,254.00
SUB-TOTAL: TOWN OF FAIRFIELD / PUBLIC SAFETY SITES: DARK FIBER; 2 Yr. TERM				$6,116.10 MRC CIRCUIT	$6,116.10 MRC
TOTAL: TOWN of FAIRFIELD WAN DARK FIBER & CABLE INTERNET; 2 YEAR TERM				$10,863.85 MRC CIRCUIT	$10,863.85 TOTAL MRC

NOTES:

Dark Fiber pricing shown for minimum two (2) year term, with subsequent one (1) year annual renewals after initial two (2) year term for same price quoted for Dark Fiber.

*** Altice Cable install charges for new and upgraded service, of $99.99/1X for new two (2) year term will apply.**

Terms and Conditions

Purpose: ChimeNet maintains a network to permit connectivity, reception and access to Intranet and Internet services. This Agreement sets forth certain of the terms and conditions of Customer's participation in the ChimeNet network and Customer's purchase of any additional ChimeNet applications, products and services (together, "Products"). All of Customer's and ChimeNet's other rights and obligations are set forth in the ChimeNet, Inc. Tariff, effective January 15, 2003 (as may be modified from time to time), which Tariff governs ChimeNet's delivery of service to customers. The Tariff is available from ChimeNet at customer's written request and on the Department of Public Utility Control website at www.state.ct.us/dpuc/database.htm.

Basic ChimeNet Service: ChimeNet will provide Customer access to the ChimeNet network to enable Customer to participate in electronic data interchange and connectivity between and among Customer, ChimeNet and other customers of ChimeNet.

ChimeNet Maintenance Support: ChimeNet will use reasonable efforts to provide uninterrupted service and will perform such maintenance, as it deems appropriate from time to time. ChimeNet will provide 24 hours, 7 days per week monitoring and technical support of ChimeNet service and equipment. ChimeNet will also maintain a helpdesk from 8:30 a.m. to 5:00 p.m. EST, Monday through Friday, except holidays.

Additional Products and Services: Customer may order additional ChimeNet Products from time to time at a price then in effect at the time of delivery by ChimeNet. All orders for Products are subject to approval and acceptance by an authorized officer of ChimeNet, and upon ChimeNet's acceptance, all such orders are governed by this Agreement unless customer and ChimeNet enter into a separate written agreement for any such other Products.

Customer Obligations: Customer shall pay the price/fees designated in this Agreement. Terms of payment are net thirty (30) days. Customer shall provide a storage area for any equipment utilized by ChimeNet on Customer's premises for the provision of ChimeNet services and applications under this Agreement. The storage area must be suitable for electronic equipment storage. ChimeNet shall have access to the storage area and the equipment at all times. Customer shall maintain proper security measures to prevent unauthorized access to the storage area and equipment.

Additional Fees, Fee Changes, Taxes and Term: If the costs incurred by ChimeNet to maintain, perform or deliver ChimeNet Products increase, for any reason, ChimeNet has the right to charge Customer an equitable portion of such increase. ChimeNet will give Customer an invoice for any such increase, which shall be payable by Customer within thirty (30) days. Any of the ChimeNet fees or prices designated herein shall be subject to change by ChimeNet at the start of each new year for the duration of this Agreement. ChimeNet will give Customer written notice of any such change at least (90) ninety days prior to the commencement of the year in which the change will take effect. Customer is responsible for the payment of any sales, use, property or similar taxes, fees or assessments levied by any governmental body as a result of the execution or performance of this Agreement. The term of this Agreement shall commence as of the Effective Date of this Agreement, which is identified on the front page of this Agreement, and continue for the period identified on the front page as the "Term of Contract". At the end of such period, the term shall automatically extend on a month-to-month basis until either party terminates this Agreement by giving thirty (30) days' advance written notice to the other of its intent to terminate this Agreement as of the last day of any calendar month. Once the term of this Agreement becomes month-to-month, all ChimeNet fees and prices chargeable to Customer for each month shall increase by twenty-percent (20%) greater than ChimeNet's then current list pricing.

Termination for Cause: Either party may terminate this Agreement on thirty (30) days written notice if the other party materially breaches any of its obligations under this Agreement.

Assignability: Customer may not assign this Agreement without the prior written consent of ChimeNet. ChimeNet may not assign this Agreement without the prior written consent of Customer, except that ChimeNet may assign its rights and obligations under this Agreement to the Connecticut Hospital Association (CHA) or any CHA affiliate, without obtaining consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Limitations of Liability: ChimeNet makes no warranty or promise except as stated in this Agreement. ChimeNet does not warrant that service over the network will be uninterrupted, trouble free, or secure from unauthorized access. In the event of any problems with network service or any Products purchased by Customer hereunder, Customer's sole remedy shall be to cause ChimeNet to use reasonable efforts to cure the problems and, if they are not cured to Customer's satisfaction within a reasonable time, to terminate this Agreement and receive a refund of any fees paid to ChimeNet with respect to the period after termination. This Agreement does not provide any third party with any rights, claims, remedies or privileges. Under no circumstances shall ChimeNet be liable to Customer (or any person making a claim against ChimeNet through Customer as a third-party beneficiary or otherwise) for any indirect, incidental or consequential damages relating to or arising out of this Agreement at any time for any reason. Furthermore, in all events ChimeNet's maximum aggregate liability to Customer (and all persons making a claim against ChimeNet through Customer as a third-party beneficiary or otherwise) for any and all claims made against ChimeNet relating to or arising out of this Agreement for any reason whatsoever during any twelve (12) month period ending on an anniversary of the effective date shall not exceed the total fees paid by Customer to ChimeNet for such period.

Entire Agreement: This Agreement constitutes the entire understanding of the parties regarding all Products supplied to Customer as identified on the front page of this Agreement. The provisions of this Agreement may not be expanded or modified in any way except in writing signed by a duly authorized officer of each party. ChimeNet will comply with any applicable statute or regulation under HIPAA (the Health Insurance Portability and Accountability Act) applicable to its relationship with Customers.

Agreed by Customer:	**Agreed by:**
Town of Fairfield	**ChimeNet, Inc.**
Thomas R. Flynn	
Signature	Signature
Brenda L. Kupchick	John Brady
Printed Name	Printed Name
First Selectwoman	Senior Vice President /CFO
Its	Its
05/06/2004	
Date	Date
Gerald J. Foley	
Director of Purchasing	

Schedule B: Town of Fairfield/ RFP 2021-52; Locations and Addresses	
TOWN LOCATIONS	**ADDRESS**
Municipal	
Independence Hall	725 Old Post Road
Old Town Hall	611 Old Post Road
Department of Public Works	335 Veres Street
Conservation Workshop	265 Richard White Way (One Rod Hgwy.)
DPW Building Maintenance	705 Richard White Way (One Rod Hgwy.)
Scale House	470 Richard White Way (One Rod Hgwy.)
Water Pollution Control Facility	330 Richard White Way (One Rod Hgwy.)
WPCF – Sludge Return Building 29	183 Richard White Way (One Rod Hgwy.)
Recreation Center	75 Mill Plain Road
H. Smith Richardson Golf, Site #1	2425 Morehouse Highway
H. Smith Richardson Golf, Site #2	385 Hoydens Lane
Carl Dickman Par 3/ Par 3 Golf Course – Starter	70 Old Dam Road
Par 3 Golf Course – Maintenance	210 Old Dam Road
Senior Center	100 Mona Terrace
Public Health Nursing Trailer	100 Mona Terrace
Libraries	
Library (Main)	1080 Old Post Road
Library (Fairfield Woods Branch)	1147 Fairfield Woods Road
Public Safety	
Police Headquarters	100 Reef Road
Fire Station Headquarters	140 Reef Road
Fire Station 2	600 Jennings Road
Fire Station 3	400 Jackman Avenue
Fire Station 4	69 Main Street
Fire Station 5	3965 Congress Street
Fire Training Center	211 Richard White Way (One Rod Hgwy.)
Animal Control	Richard White Way (One Rod Hgwy.)
Marina Police	471 Turney Road

ChimeNet
Secure Connectivity Simplified

110 Barnes Road, Wallingford, CT 06492
www.chimenet.com

Contract # 452021105912

Bill to Customer:

Town of Fairfield
725 Old Post Rd
Fairfield CT 06824
Attn: David Kelley

Installation Location:

Detailed Services as defined, see attached Schedule A

Town Locations & Addresses as defined, See attached Schedule B

Quantity	Product Number	Description of Products and Services	Recurring Monthly Fees	Install / Equipment Fees
		WAN & MANAGED FIREWALL / 2021 RFP #2021-52		
1	Hardware Amortized	Amortized Hardware & Management inclusive of Vendor Provided Equipment, Service, Technical Engineering & install, 24x7 Management and support. Schedule A – Municipal Locations	$ 2,228.00	$00.00
1	Hardware Amortized	Amortized Hardware & Management inclusive of Vendor Provided Equipment, Service, Technical Engineering & install, 24x7 Management and support. Schedule A – Library Locations	$ 449.00	$00.00
1	Hardware Amortized	Amortized Hardware & Management inclusive of Vendor Provided Equipment, Service, Technical Engineering & install, 24x7 Management and support. Schedule A – Public Safety Locations	$ 1,287.00	$00.00
1	Managed Firewall	ChimeNet Managed Firewall for Next Generation Firewall at Fairfield Police Department / HQ, as per attached detail on Schedule A.	$ 399.00	$00.00
		Caveat: ChimeNet Contract #'s 452021022104 & 452021105912 are not mutually exclusive, we require both to be executed together.		

Total Monthly Fees	Total One-Time Fees	Term of Contract	Effective Date
$ 4,363.00 / Mo.	$00.00	5 Years	7/1/21

SCHEDULE A, OPTION 1.A

TOWN OF FAIRFIELD RFP for ChimeNet Managed Services; 10 Gbps WAN & Cable Service 2021

TOWN OF FAIRFIELD, 5 YEAR TERM / ChimeNet Managed Services; 10 Gbps WAN & Cable Service					Vendor Provided	ChimeNet	TOTAL MRC
Location			Service	Management	Equip (VPE) MRC	Eng. NRC	MGT / 5 Yr.
Municipal							
Independence Hall (IH)	to	FS#1	10 Gbps Fiber	$35.00	$475.00	$28.00	$538.00
Old Town Hall	to	IH	10 Gbps Private Fiber	$35.00	$94.00	$14.00	$143.00
Public Works (PW)	to	IH	10 Gbps Fiber	$35.00	$190.00	$28.00	$253.00
Conservation Workshop	to	PW	10 Gbps Fiber	$35.00	$94.00	$14.00	$143.00
DPW Building Maintenance	to	PW	10 Gbps Fiber	$35.00	$0.00	$0.00	$35.00
Scale House	to	PW	10 Gbps Fiber	$35.00	$94.00	$14.00	$143.00
Water Pollution Control	to	PW	10 Gbps Fiber	$35.00	$94.00	$14.00	$143.00
WPCF Sludge Return	to	PW	10 Gbps Fiber	$35.00	$0.00	$0.00	$35.00
Recreation Center	to	IH	10 Gbps Fiber	$35.00	$99.00	$14.00	$148.00
Smith Richardson Golf #1	to	ISP/VPN	Cable Modem 300/ 50	$35.00	$41.00	$14.00	$90.00
Smith Richardson Golf #2	to	ISP/VPN	Cable Modem 300/ 50	$35.00	$41.00	$14.00	$90.00
Par 3 Golf Course - Starter	to	ISP/VPN	Cable Modem 300/ 50	$35.00	$41.00	$14.00	$90.00
Par 3 Golf Course - Maintenance	to	ISP/VPN	Cable Modem 300/ 50	$35.00	$41.00	$14.00	$90.00
Senior Center (SC)	to	IH	10 Gbps Fiber	$35.00	$99.00	$14.00	$148.00
Public Nurse Health	to	SC	Private Fiber	$35.00	$0.00	$14.00	$49.00
Penfield Pavilion	to	ISP/VPN	Cable Modem 300/ 50	$35.00	$41.00	$14.00	$90.00
SUB-TOTAL: TOWN OF FAIRFIELD / MUNICIPAL SITES Managed Services; 10 Gbps WAN & Cable Service, 5 Yr. Term				$560.00 MRC MANAGEMENT	$1,444.00 VPE MRC	$224.00 MRC TECH. INSTALL	$2,228.00 MRC
Libraries							
Main Library (ML)	to	BOE	10 Gbps Fiber	$35.00	$187.00	$28.00	$250.00
Fairfield Wood Branch Library	to	ML	10 Gbps Fiber	$35.00	$101.00	$14.00	$150.00
Fairfield Woods Branch Library Ring	to	IH	10 Gbps Fiber	$35.00	$0.00	$14.00	$49.00
SUB-TOTAL: TOWN OF FAIRFIELD / LIBRARIES / 10 Gbps WAN Managed Services; 10 Gbps WAN, 5 Yr. Term				$105.00 MRC MANAGEMENT	$288.00 VPE MRC	$56.00 MRC TECH. INSTALL	$449.00 MRC
Public Safety							
Police HQ	to	FS#2	10 Gbps Fiber	$35.00	$192.00	$28.00	$255.00
Fire Station #1 (FS#1))	to	ML	10 Gbps Fiber	$35.00	$202.00	$28.00	$265.00
Fire Station #2 (FS#2))	to	IH	10 Gbps Fiber	$35.00	$204.00	$28.00	$267.00
Fire Station #3 (FS#3) *	to	FS#2	10 Gbps Fiber	$35.00	$39.00	$14.00	$88.00
Fire Station #4 (FS#4) *	to	FS#1	10 Gbps Fiber	$35.00	$32.00	$14.00	$81.00
Fire Station #5 (FS#5) *	to	FS#3	10 Gbps Fiber	$35.00	$32.00	$14.00	$81.00
Fire Training	to	PW	10 Gbps Fiber	$35.00	$32.00	$14.00	$81.00
Animal Control	to	PW	10 Gbps Fiber	$35.00	$32.00	$14.00	$81.00
Marina Police #1	to	FS#1	10 Gbps Fiber	$35.00	$39.00	$14.00	$88.00
SUB-TOTAL: TOWN OF FAIRFIELD / PUBLIC SAFETY / 1- 10 Gbps WAN Managed Services; 10 Gbps WAN, 5 Yr. Term				$315.00 MRC MANAGEMENT	$804.00 VPE MRC	$168.00 MRC TECH. INSTALL	$1,287.00 MRC
CHIMENET MANAGED FIREWALL for TOWN OF FAIRFIELD							
FIREWALL MGT							
Police Department HQ			Firewall Management	$399.00	$0.00	$0.00	$399.00
SUB-TOTAL: TOWN OF FAIRFIELD / MANAGED FIREWALL 5 Yr. Term				$399.00 MRC MANAGEMENT	$0.00 VPE MRC	$0.00 MRC TECH. INSTALL	$399.00 MRC
TOTAL: TOWN of FAIRFIELD WAN / 10 Gbps WAN & Cable Internet MANAGEMENT, VENDOR PROVIDED EQUIP, INSTALL & MANAGED FIREWALL / 5 YEAR TERM				$1,379.00 Sub-Total MRC MANAGEMENT	$2,536.00 Sub-Total MRC VPE	$448.00 Sub-Total MRC INSTALL	$4,363.00 TOTAL MRC

ChimeNet Managed Firewall Service – Scope of Work

- Up to 3 Emergency (24x7) Configuration Changes per month
- Up to 5 Normal (8x5xNBD) Configuration Changes per month
- LifeCycle Management: SMARTnet management, IOS, Patches, EOL / EOS / EOS notification
- Must have active SMARTnet contract to maintain Life Cycle Management, Annual SMARTNET to be proposed in separate quote annually.
- All changes over and above Tiered levels will be based on Time & Material at either
- Normal Business Hours (9:00AM-5:00PM) @ $150.00 / Hr. or After-Hours @ Time & 1/2

ChimeNet will manage Vendor Provided Equipment (VPE) for five (5) years while monitoring / managing ChimeNet provided Dark Fiber for minimum first two (2) years of contract, and will continue manage and support equipment for subsequent three (3) years of initial term over Town of Fairfield's provided fiber plant, TBD.

Town of Fairfield / RFP 2021-52
Vendor Provided Equipment

Independence Hall (IH)		
C9500-16X-A	Catalyst 9500 16-port 10Gig switch, Advantage	1
CON-SNTP-C950DU16	SNTC-24X7X4 Catalyst 9500 16-port 10G	1
C9500-NW-A	C9500 Network Stack, Advantage	1
S9500UK9-1612	Cisco Catalyst 9500 XE 16.12 UNIVERSAL	1
PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	1
PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	1
CAB-TA-NA	North America AC Type A Power Cable	1
C9500-NM-BLANK	Catalyst 9500 network module blank cover	1
C9500-DNA-16X-A	C9500 DNA Advantage, Term licenses	1
C9500-DNA-L-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	1
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1270 TX/1330 Rx 10km	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	7
10GESFPP-SR(I)-CSC	SFP+ 10GBASE-SR 10km, (I-temp)	1
MISC Fiber cables		2
Old Town Hall		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
Fiber Cables	SC to LC single mode 3 meters	2
Public Works (PW)		
C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	1
CON-SNTP-C90024TU	SNTC-24X7X4 Catalyst 9300 24-port data only1	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	1
C9300-SSD-NONE	No SSD Card Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1
C9300-DNA-P-24-3Y	C9300 DNA Premier, 24-Port, 3 Year Term License	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	1
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	1
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1
CAB-TA-NA	North America AC Type A Power Cable	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	6
Fiber Cables	SC to LC single mode 3 meters	2
Conservation Workshop		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
Fiber Cables	SC to LC single mode 3 meters	2

Scale House		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
Fiber Cables	SC to LC single mode 3 meters	2
Water Pollution Control		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
Fiber Cables	SC to LC single mode 3 meters	2
Recreation Center		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
Fiber Cables	SC to LC single mode 3 meters	2
Smith Richardson Golf #1		
C1111-4P	ISR 1100 4 Ports Dual GE WAN Ethernet Router	1
CON-SNTP-C11114P	SNTC-24X7X4 ISR 1100 Dual GE Ethernet Router	1
PWR-66W-AC-V2	Power Supply 66 Watt AC V2 for C890 and C1100 series	1
SL-1100-4P-IPB	IP Base License for Cisco ISR 1100 4P Series	1
SL-1100-4P-SEC	Security License for Cisco ISR 1100 4P Series	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	1
SISR1100UK9-169	Cisco ISR 1100 Series IOS XE Universal	1
Smith Richardson Golf #2		
C1111-4P	ISR 1100 4 Ports Dual GE WAN Ethernet Router	1
CON-SNTP-C11114P	SNTC-24X7X4 ISR 1100 Dual GE Ethernet Router	1
PWR-66W-AC-V2	Power Supply 66 Watt AC V2 for C890 and C1100 series	1
SL-1100-4P-IPB	IP Base License for Cisco ISR 1100 4P Series	1
SL-1100-4P-SEC	Security License for Cisco ISR 1100 4P Series	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	1
SISR1100UK9-169	Cisco ISR 1100 Series IOS XE Universal	1
Par 3 Golf Course – Starter		
C1111-4P	ISR 1100 4 Ports Dual GE WAN Ethernet Router	1
CON-SNTP-C11114P	SNTC-24X7X4 ISR 1100 Dual GE Ethernet Router	1
PWR-66W-AC-V2	Power Supply 66 Watt AC V2 for C890 and C1100 series	1
SL-1100-4P-IPB	IP Base License for Cisco ISR 1100 4P Series	1
SL-1100-4P-SEC	Security License for Cisco ISR 1100 4P Series	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	1
SISR1100UK9-169	Cisco ISR 1100 Series IOS XE Universal	1

Par 3 Golf Course – Maintenance		
C1111-4P	ISR 1100 4 Ports Dual GE WAN Ethernet Router	1
CON-SNTP-C11114P	SNTC-24X7X4 ISR 1100 Dual GE Ethernet Router	1
PWR-66W-AC-V2	Power Supply 66 Watt AC V2 for C890 and C1100 series	1
SL-1100-4P-IPB	IP Base License for Cisco ISR 1100 4P Series	1
SL-1100-4P-SEC	Security License for Cisco ISR 1100 4P Series	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	1
SISR1100UK9-169	Cisco ISR 1100 Series IOS XE Universal	1
Senior Center (SC)		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
Fiber Cables	SC to LC single mode 3 meters	2
Penfield Pavilion		
C1111-4P	ISR 1100 4 Ports Dual GE WAN Ethernet Router	1
CON-SNTP-C11114P	SNTC-24X7X4 ISR 1100 Dual GE Ethernet Router	1
PWR-66W-AC-V2	Power Supply 66 Watt AC V2 for C890 and C1100 series	1
SL-1100-4P-IPB	IP Base License for Cisco ISR 1100 4P Series	1
SL-1100-4P-SEC	Security License for Cisco ISR 1100 4P Series	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
ACS-1100-RM-19	Cisco 1100 Series Router Rackmount Wallmount Kit	1
SISR1100UK9-169	Cisco ISR 1100 Series IOS XE Universal	1
TOWN OF FAIRFIELD / LIBRARIES		
Main Library (ML)		
C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	1
CON-SNTP-C90024TU	SNTC-24X7X4 Catalyst 9300 24-port data only1	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	1
C9300-SSD-NONE	No SSD Card Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1
C9300-DNA-P-24-3Y	C9300 DNA Premier, 24-Port, 3 Year Term License	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	1
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	1
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1
CAB-TA-NA	North America AC Type A Power Cable	1
SFP-10G-AOC10M=	10GBASE Active Optical SFP+ Cable, 10M	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	3
MISC Fiber cables		2
Fairfield Wood Branch Library		
WS-C3560CX-8XPD-S	Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G PoE, IP Base	1
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
CAB-TA-NA	North America AC Type A Power Cable	1
RCKMNT-19-CMPCT=	19in RackMount for Catalyst 3560,2960,ME-3400 Compact Switch	1
L-C3560CX-RTU=	Electronic SW License for Catalyst 3560-CX Switches	1
L-C3560CX-12-S-E	3560-CX IP Base to IP Services Electronic RTU License	1
10GS-B33-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
MISC Fiber cables		2

TOWN OF FAIRFIELD / PUBLIC SAFETY		
Police HQ		
C9300-24T-A	Catalyst 9300 24-port data only, Network Advantage	1
CON-SNTP-C90024TU	SNTC-24X7X4 Catalyst 9300 24-port data only1	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	1
C9300-SSD-NONE	No SSD Card Selected	1
C9300-STACK-NONE	No Stack Cable Selected	1
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1
C9300-DNA-P-24-3Y	C9300 DNA Premier, 24-Port, 3 Year Term License	1
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	1
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	1
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1
CAB-TA-NA	North America AC Type A Power Cable	1
SFP-10G-AOC10M=	10GBASE Active Optical SFP+ Cable, 10M	1
SFP-10G-AOC10M=	10GBASE Active Optical SFP+ Cable, 10M	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	1
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
MISC Fiber cables		2
Fire Station #1 (FS#1))		
C9300-24T-A	Catalyst 9300 24-port data only	1
CON-SNTP-C90024TU	SNTC-24X7X4 Catalyst 9300 24-port data only1	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	1
CAB-TA-NA	No SSD Card Selected	1
C9300-SSD-NONE	No Stack Cable Selected	1
C9300-STACK-NONE	C9300 DNA Advantage, 24-port Term Licenses	1
C9300-SPWR-NONE	C9300 DNA Advantage, 24-Port, 5 Year Term License	1
C9300-DNA-P-24	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
C9300-DNA-P-24-3Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	1
ISE-BASE-T	Catalyst 9300 8 x 10GE Network Module	1
ISE-BASE-TRK-3Y	Network Plug-n-Play Opt Out SKU	1
ISE-PLS-T	Catalyst Stack Power Cable 30 CM	1
ISE-PLS-TRK-3Y	North America AC Type A Power Cable	1
10GS-B27-10-CSC	SFP SF 1000Base-BX 1310Tx/1490Rx, 20km	2
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	3
MISC Fiber cables		2

Fire Station #2 (FS#2))		
C9300-24T-A	Catalyst 9300 24-port data only, K12	1
CON-SNTP-C90024TU	SNTC-24X7X4 Catalyst 9300 24-port data only1	1
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	1
PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	1
PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	1
CAB-TA-NA	No SSD Card Selected	1
C9300-SSD-NONE	No Stack Cable Selected	1
C9300-STACK-NONE	C9300 DNA Advantage, 24-port Term Licenses	1
C9300-SPWR-NONE	C9300 DNA Advantage, 24-Port, 5 Year Term License	1
C9300-DNA-P-24	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	1
C9300-DNA-P-24-3Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	1
ISE-BASE-T	Catalyst 9300 8 x 10GE Network Module	1
ISE-BASE-TRK-3Y	Network Plug-n-Play Opt Out SKU	1
ISE-PLS-T	Catalyst Stack Power Cable 30 CM	1
ISE-PLS-TRK-3Y	North America AC Type A Power Cable	1
10GS-B33-10-CSC	SFP SF 1000Base-BX 1310Tx/1490Rx, 20km	3
10GESFPP-LR(I)-CSC	SFP+ 10GBASE-LR 10km, (I-temp)	1
MISC Fiber cables		2
Fire Station #3 (FS#3)		
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	2
MISC Fiber cables		2
Fire Station #4 (FS#4)		
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	1
MISC Fiber cables		2
Fire Station #5 (FS#5)		
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	1
MISC Fiber cables		2
Fire Training Center		
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	1
Fiber Cables	SC to LC single mode 3 meters	2
Animal Control		
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
10GS-B27-10-CSC	SFP+ SF 10GBase-LR 1330 Tx/ 1270 Rx 10km	1
Fiber Cables	SC to LC single mode 3 meters	2
Marina Police		
CON-SNTP-WSC356CD	SNTC-24X7X4 Cisco Catalyst 3560-CX 2 x mGig, 6 x 1G	1
10GS-B33-10-CSC	SFP SF 1000Base-BX 1310Tx/1490Rx, 20km	1
Fiber Cables	SC to LC single mode 3 meters	2

Schedule B: Town of Fairfield/ RFP 2021-52; Locations and Addresses	
TOWN LOCATIONS	**ADDRESS**
Municipal	
Independence Hall	725 Old Post Road
Old Town Hall	611 Old Post Road
Department of Public Works	335 Veres Street
Conservation Workshop	265 Richard White Way (One Rod Hgwy.)
DPW Building Maintenance	705 Richard White Way (One Rod Hgwy.)
Scale House	470 Richard White Way (One Rod Hgwy.)
Water Pollution Control Facility	330 Richard White Way (One Rod Hgwy.)
WPCF – Sludge Return Building 29	183 Richard White Way (One Rod Hgwy.)
Recreation Center	75 Mill Plain Road
H. Smith Richardson Golf, Site #1	2425 Morehouse Highway
H. Smith Richardson Golf, Site #2	385 Hoydens Lane
Carl Dickman Par 3/ Par 3 Golf Course – Starter	70 Old Dam Road
Par 3 Golf Course – Maintenance	210 Old Dam Road
Senior Center	100 Mona Terrace
Public Health Nursing Trailer	100 Mona Terrace
Libraries	
Library (Main)	1080 Old Post Road
Library (Fairfield Woods Branch)	1147 Fairfield Woods Road
Public Safety	
Police Headquarters	100 Reef Road
Fire Station Headquarters	140 Reef Road
Fire Station 2	600 Jennings Road
Fire Station 3	400 Jackman Avenue
Fire Station 4	69 Main Street
Fire Station 5	3965 Congress Street
Fire Training Center	211 Richard White Way (One Rod Hgwy.)
Animal Control	Richard White Way (One Rod Hgwy.)
Marina Police	471 Turney Road

Terms and Conditions

Purpose: ChimeNet maintains a network to permit connectivity, reception and access to Intranet and Internet services. This Agreement sets forth certain of the terms and conditions of Customer's participation in the ChimeNet network and Customer's purchase of any additional ChimeNet applications, products and services (together, "Products"). All of Customer's and ChimeNet's other rights and obligations are set forth in the ChimeNet, Inc. Tariff, effective January 15, 2003 (as may be modified from time to time), which Tariff governs ChimeNet's delivery of service to customers. The Tariff is available from ChimeNet at customer's written request and on the Department of Public Utility Control website at www.state.ct.us/dpuc/database.htm.

Basic ChimeNet Service: ChimeNet will provide Customer access to the ChimeNet network to enable Customer to participate in electronic data interchange and connectivity between and among Customer, ChimeNet and other customers of ChimeNet.

ChimeNet Maintenance Support: ChimeNet will use reasonable efforts to provide uninterrupted service and will perform such maintenance, as it deems appropriate from time to time. ChimeNet will provide 24 hours, 7 days per week monitoring and technical support of ChimeNet service and equipment. ChimeNet will also maintain a helpdesk from 8:30 a.m. to 5:00 p.m. EST, Monday through Friday, except holidays.

Additional Products and Services: Customer may order additional ChimeNet Products from time to time at a price then in effect at the time of delivery by ChimeNet. All orders for Products are subject to approval and acceptance by an authorized officer of ChimeNet, and upon ChimeNet's acceptance, all such orders are governed by this Agreement unless customer and ChimeNet enter into a separate written agreement for any such other Products.

Customer Obligations: Customer shall pay the price/fees designated in this Agreement. Terms of payment are net thirty (30) days. Customer shall provide a storage area for any equipment utilized by ChimeNet on Customer's premises for the provision of ChimeNet services and applications under this Agreement. The storage area must be suitable for electronic equipment storage. ChimeNet shall have access to the storage area and the equipment at all times. Customer shall maintain proper security measures to prevent unauthorized access to the storage area and equipment.

Additional Fees, Fee Changes, Taxes and Term: If the costs incurred by ChimeNet to maintain, perform or deliver ChimeNet Products increase, for any reason, ChimeNet has the right to charge Customer an equitable portion of such increase. ChimeNet will give Customer an invoice for any such increase, which shall be payable by Customer within thirty (30) days. Any of the ChimeNet fees or prices designated herein shall be subject to change by ChimeNet at the start of each new year for the duration of this Agreement. ChimeNet will give Customer written notice of any such change at least (90) ninety days prior to the commencement of the year in which the change will take effect. Customer is responsible for the payment of any sales, use, property or similar taxes, fees or assessments levied by any governmental body as a result of the execution or performance of this Agreement. The term of this Agreement shall commence as of the Effective Date of this Agreement, which is identified on the front page of this Agreement, and continue for the period identified on the front page as the "Term of Contract". At the end of such period, the term shall automatically extend on a month-to-month basis until either party terminates this Agreement by giving thirty (30) days' advance written notice to the other of its intent to terminate this Agreement as of the last day of any calendar month. Once the term of this Agreement becomes month-to-month, all ChimeNet fees and prices chargeable to Customer for each month shall increase by twenty-percent (20%) greater than ChimeNet's then current list pricing.

Termination for Cause: Either party may terminate this Agreement on thirty (30) days written notice if the other party materially breaches any of its obligations under this Agreement.

Assignability: Customer may not assign this Agreement without the prior written consent of ChimeNet. ChimeNet may not assign this Agreement without the prior written consent of Customer, except that ChimeNet may assign its rights and obligations under this Agreement to the Connecticut Hospital Association (CHA) or any CHA affiliate, without obtaining consent. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Limitations of Liability: ChimeNet makes no warranty or promise except as stated in this Agreement. ChimeNet does not warrant that service over the network will be uninterrupted, trouble free, or secure from unauthorized access. In the event of any problems with network service or any Products purchased by Customer hereunder, Customer's sole remedy shall be to cause ChimeNet to use reasonable efforts to cure the problems and, if they are not cured to Customer's satisfaction within a reasonable time, to terminate this Agreement and receive a refund of any fees paid to ChimeNet with respect to the period after termination. This Agreement does not provide any third party with any rights, claims, remedies or privileges. Under no circumstances shall ChimeNet be liable to Customer (or any person making a claim against ChimeNet through Customer as a third-party beneficiary or otherwise) for any indirect, incidental or consequential damages relating to or arising out of this Agreement at any time for any reason. Furthermore, in all events ChimeNet's maximum aggregate liability to Customer (and all persons making a claim against ChimeNet through Customer as a third-party beneficiary or otherwise) for any and all claims made against ChimeNet relating to or arising out of this Agreement for any reason whatsoever during any twelve (12) month period ending on an anniversary of the effective date shall not exceed the total fees paid by Customer to ChimeNet for such period.

Entire Agreement: This Agreement constitutes the entire understanding of the parties regarding all Products supplied to Customer as identified on the front page of this Agreement. The provisions of this Agreement may not be expanded or modified in any way except in writing signed by a duly authorized officer of each party. ChimeNet will comply with any applicable statute or regulation under HIPAA (the Health Insurance Portability and Accountability Act) applicable to its relationship with Customers.

Agreed by Customer:
Town of Fairfield

Thomas R. Tesa
Signature

Brenda L. Kupchick
Printed Name

First Selectwoman
Its

05/06/2021
Date

Gerald J. Foley
Director of Purchasing

Agreed by:
ChimeNet, Inc.

Signature

John Brady
Printed Name

Senior Vice President /CFO
Its

Date

Date	Invoice No.
2024-Jun-01	2809

Invoice

Bill To	Ship To
Fairfield City - CT Fairfield Police Department Chris Lyddy 100 Reef Rd Fairfield, Connecticut 06824 5919 USA	Fairfield City - CT Fairfield Police Department Chris Lyddy 100 Reef Rd Fairfield, Connecticut 06824 5919 USA

Account Name	Sales Representative(s)	Ship Date	Balance Due Date
Fairfield City - CT	John Duddy		2024-Jul-01

Order No.	Terms	Contract Term	Invoice Term
AR-20240503Fa521903	net 30	2024-Jul-01 - 2025-Jun-30	2024-Jul-01 - 2025-Jun-30

Quantity	Description	Unit Price *USD*	Tax %	Tax Amount *USD*	Total Price *USD*
0.5	22 Annual Veoci Standard Access Licenses	9,815.00	0%	0.00	4,907.50
0.5	91 Annual Veoci Occasional Access Licenses	4,586.00	0%	0.00	2,293.00

Additional Notes
1/2 of Veoci Subscription for Fairfield Police Department

Subtotal	7,200.50 *USD*
Total Tax*	0.00 *USD*
Total Balance Due	7,200.50 *USD*
Balance Due Date	2024-Jul-01

*In addition to the fees payable to Veoci Inc., Customer will pay all taxes levied by a duly constituted taxing authority against or upon the fees payable. Applicable sales tax may be invoiced at a later date.
Please make checks out to **Veoci Inc.**

Wire transfer instructions
Beneficiary: Veoci Inc. 195 Church Street, 14th Floor, New Haven, CT 06510, USA
Account Number: 100011118695 Bank: Webster Bank. One Jericho Plaza, Jericho, NY 11753
SWIFT BIC: STETUS33 ABA/Routing Number: 221970443

GREY WALL SOFTWARE, LLC

VEOCI Proposal for

DEMHS Region 1 Offices and Towns

Prepared for: Scott Appleby

Prepared by: Heather Whalen

Original Date: August 9, 2013
Updated: February 19, 2014
Proposal Number: GWS77243

www.veoci.com | heather@greywallsoftware.com | 203-698-1499
Grey Wall Software LLC, 129 Church Street, 3rd Floor, New Haven, CT 06510

GREY WALL SOFTWARE, LLC

February 19, 2014

City of Bridgeport
C/O: DEMHS Region 1
Scott Appleby, CEM
581 North Washington Ave
Bridgeport, Ct. 06604

Dear Scott:

Grey Wall Software, LLC ("Grey Wall") is pleased to offer the Connecticut Division of Emergency Management and Homeland Security (DEMHS) Region 1 Offices and Towns this proposal and agreement (this "Quote") for the use of Grey Wall's Veoci software and the services described herein (the "Services").

I. Scope, Term and Terms and Conditions

The Services will be available to Fourteen towns within the DEMHS Region 1 Offices and Towns (Bridgeport, Westport, Wilton, Weston, Easton, Monroe, Stratford, Darien, Fairfield, Greenwich, New Canaan, Norwalk, Stamford and Trumbull) ("DEMHS REGION 1 OFFICES AND TOWNS*") acting through the City of Bridgeport as fiduciary, from the later date of the signatures below for three (3) years (the "Term") in exchange for the fees described in Article II below, and pursuant to the terms of Veoci's Subscription Terms and Conditions, Service Level Agreement and Support Agreement (collectively, the "Subscription Terms"), which are attached hereto as Exhibit A, Exhibit B and Exhibit C. This Quote incorporates the Subscription Terms in all respects, and, together, this Quote and the Subscription Terms constitute the agreement between the parties ("Agreement").

The fees and terms offered herein are contingent upon execution and delivery to Grey Wall of a signed acceptance of this quote within thirty (30) days from the date of this Quote, otherwise this Quote shall be deemed null and void. In the event that Grey Wall countersigns this Quote, the foregoing sentence shall not be deemed to apply.

A. Software as a Service ("SaaS")

1. Applications

DEMHS REGION 1 OFFICES AND TOWNS* plans to use Veoci to manage emergencies and run drills in preparation for emergencies.

2. Number of Users

During the Term, DEMHS REGION 1 OFFICES AND TOWNS* is permitted to register as Veoci users as many dedicated Emergency Response personnel as needed (estimated at two hundred sixty five {265}) for responding to emergencies in the DEMHS REGION 1

OFFICES AND TOWNS* region. Subject to the Subscription Terms and the confidentiality obligations described in Article IV below, DEMHS REGION 1 OFFICES AND TOWNS* may permit independent contractors and DEMHS REGION 1 OFFICES AND TOWNS* clients to use the Services for DEMHS REGION 1 OFFICES AND TOWNS* only. Additional DEMHS REGION 1 OFFICES AND TOWNS* employees and independent contractors beyond the users identified above, may be registered for strictly occasional participation and for receipt of information from Veoci specifically for DEMHS REGION 1 OFFICES AND TOWNS* emergencies for a total of no more than One thousand eighty-two (1082) users.

3. Document Storage

Grey Wall will provide up to 50 gigabytes of online storage of documents, photos, and other electronic documentation to DEMHS REGION 1 OFFICES AND TOWNS*. Upon the request of DEMHS REGION 1 OFFICES AND TOWNS*, Grey Wall will store requested Documents for up to five (5) years from the time such data was entered into Veoci.

4. Integrated Telephone & SMS Capability

Veoci service includes the capability to automatically send and receive SMS and to dial global phone numbers and use text to speech conversion to read out messages. The SMS and phone calls from Veoci are needed to connect with users who may not be on line and whose participation is urgently needed. Domestic service within the US is included in the pricing; international calling is excluded.

B. Support and Training

1. Software Enhancements

Grey Wall will provide maintenance, support and periodic enhancements, to the Services pursuant to the Subscription Terms. Typically, Grey Wall pushes enhancements out in a two-week cycle; these changes are small and designed to make the usage and introduction easy. A monthly session is provided at no additional cost in a webinar format for customers to learn about the new features.

2. Training

Initial training for a total of thirty-two (32) administrators/users is included for Emergency Related Usage. Typically, training is conducted remotely on-line. It is not expected that, for the typical user anything more than a cheat sheet or a short orientation will be needed. If needed, additional training sessions and consulting will be available to DEMHS REGION 1 OFFICES AND TOWNS* at Grey Wall's standard rates as set forth in Schedule 1 attached hereto and made a part of hereof. (Schedule 1 Attached).

II. Financial Specifications

A. Fees & Term

Grey Wall Software LLC offers DEMHS REGION 1 OFFICES AND TOWNS* a fee of Three hundred and ten thousand dollars ($310,000) for the term. The payment will be invoiced upon Grey Wall Software, LLC's signature heron and will be paid in full on or before March 15, 2014.

For any additional license purchases, the Full Seat price per year will be Four Hundred and Ninety Five Dollars ($495) and incidental seat price per year will be Twenty-five Dollars ($25). Grey Wall also offers to DEMHS REGION 1 OFFICES AND TOWNS*, Veoci usage as described for the Term*, for up to two additional years ("Renewal Term(s)) after the 3- year Term at the full seat price per year of Four Hundred and Ninety Five Dollars ($495) and incidental seat price per year of Twenty Five Dollars per year ($25) as per the table below. DEMHS REGION 1 OFFICES AND TOWNS* can avail of this offer at any time before the end of the 3-year Term for Veoci usage for up to an additional Two (2) years.

The following table shows the annual fees for the towns comprising Region 1 for the optional Renewal Term(s):

Region 1	Volume Purchase/year	Full Seats	5% Seats
Bridgeport	$28,966	57	232
Darien	$6,098	8	31
Easton	$3,794	3	12
Fairfield	$12,682	22	91
Greenwich	$13,572	24	97
Monroe	$5,711	7	31
New Canaan	$6,098	8	31
Norwalk	$18,239	34	138
Stamford	$24,803	48	197
Stratford	$11,733	20	82
Trumbull	$8,499	13	55
Weston	$4,259	4	16
Westport	$7,066	10	41
Wilton	$5,653	7	28
Totals	**$157,173**	**265**	**1,082**

B. Termination

In addition to any termination rights in the Subscription Terms, DEMHS REGION 1 OFFICES AND TOWNS* shall have the right to terminate this Quote for any reason in its sole discretion by giving a written notice to Grey Wall at any time during Renewal Term (s). If DEMHS REGION 1 OFFICES AND TOWNS* gives Grey Wall a notice of termination as described in this section, Grey Wall will cease to perform the Services at the end of Term using reasonable care in concluding its Provision of Services. Upon termination of the agreement, however caused, DEMHS REGION 1 OFFICES AND TOWNS* shall: (a) Pay to Grey Wall all outstanding invoices and sums owed up to the end date of term (b) at Grey Wall's option, either return to Grey Wall or destroy all confidential information which it has obtained from Grey Wall, and (c) have no claims for damages or compensation for loss of goodwill or like thereof against Grey Wall.

Agreement may only be renewed by mutual written consent between Grey Wall and DEMHS REGION 1 OFFICES AND TOWNS* to be exercised through the City of Bridgeport fiduciary, and such consent must be completed prior to the end of term of this agreement.

C. Audit

Grey Wall may on reasonable advance notice describing the purpose and scope of the request, audit DEMHS REGION 1 OFFICES AND TOWNS* use of and access to the Services to confirm DEMHS REGION 1 OFFICES AND TOWNS* compliance with the provisions of this Agreement.

III. Confidentiality

DEMHS REGION 1 OFFICES AND TOWNS: DEMHS Region 1 Offices and Towns shall not, without the prior written consent of Grey Wall, disclose publicly or to any third party (excluding employees of DEMHS REGION 1 OFFICES AND TOWNS: DEMHS Region 1 Offices and Towns with a need to know; and the Connecticut State Department of Emergency and Homeland Security as provider for the grant funding for the Term), the terms and conditions of this Quote or any related negotiations between the parties, except to the extent required by law.

The parties hereto, intending to be legally bound hereby, have each caused its duly authorized officers or representatives to sign this Quote as of the date first set forth above.

(Signature Pages to Follow)

Grey Wall Software, LLC

By: Sukh Grewal
Title: Chief Executive Officer
Date: February 19, 2014

DEMHS Region 1 Offices: City of Bridgeport, AS FIDUCIARY for Bridgeport, Westport, Wilton, Weston, Easton, Monroe, Stratford, Darien, Fairfield, Greenwich, New Canaan, Norwalk, Stamford and Trumbull

By: Bill Finch

Title: Mayor

Date: 2/28/14

Schedule 1

Pursuant to Paragraph B.2, additional training will be billed to the user at the rate of $150.00 per hour

Addendum A

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

From: John G. Gustafson

To: Mr. Scott Appleby

Subj: Review of FFY 2011 Region 1 VEOCi Communications Project Request

Date: October 30, 2013

The State Communications Interoperability Executive Committee and the Statewide Interoperability Coordinator have reviewed the Region 1 VEOCi Communication project. This review considered technical details, and compliance with the current standards for Interoperable Communications in Connecticut and the proposals compliance with the State of Connecticut Communications Interoperability (SCIP) Plan.

It is recommended that this project be approved, with the following conditions.

1) Region 1 will insure that written MOA's or Authorizations to Operate are executed by or between the various stakeholders who will be users in this system. This must take place prior to activation of the system and must be on file with DEMHS.

2) Region 1 will provide the Technical Committee with the particulars of the final system design, configuration, components and costs when identified, as an aid for evaluation of future systems of this type which may be proposed.

3) The sharing of critical relevant data will be planned for and enabled between the users of the system and other related interoperable data systems as dictated by the needs of the event. This will include the State of Connecticut WebEOC and Geographic Emergency management Systems (GEMS).

4) Region 1 should also be aware that use of the forthcoming Department of Public Safety, OSET Public Safety Data Network (PSDN), is not guaranteed by this approval. Region 1 should be prepared to request any use of the PSDN if planned as a transport mechanism for this system.

5) Region 1 should insure that current applicable data security standards and practices be in place to protect the installation of this system and that future periodic security audits of this system is system be conducted to maintain those standards.

The Statewide Interoperability Committee recognizes the many hours of hard work and imaginatrve thinking by Region 1 and stands ready to work with you, provide assistance as applicable and answer any questions to bring this project through to completion.

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer

As Region 1 proceeds with the implementation of this project please keep us up to date on the status of the project and in particular when it is completed.

Updated information and progress reports can be sent to

John G. Gustafson
Emergency Telecommunications Manager
Department of Emergency Service and Public Protection
Division of Emergency Management and Homeland Security
25 Sigourney Street
Hartford, CT 06106
Office: 860-256-0899
Cell : 860-538-9432

cc/ Robert Kenny, DEMHS Region 1 Coordinator
William J. Hackett, Director, DEMHS
Brenda Bergeron, Staff Attorney DEMHS
William Shea, Deputy Commissioner
Michael Varney, DESPP, SIEC Chair
Megan Sopelak Grants Unit ,DESPP/ DEMHS

Addendum B

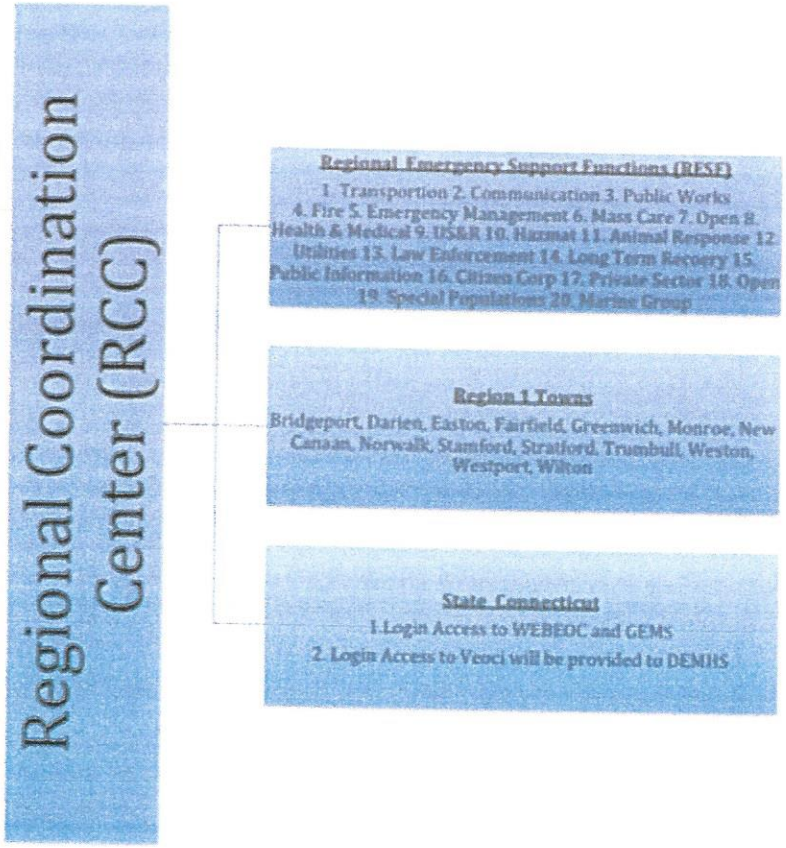
Mayor Bill Finch

City of Bridgeport
OFFICE OF EMERGENCY MANAGEMENT
& HOMELAND SECURITY
581 North Washington Avenue
Bridgeport, Connecticut 06604
Telephone (203) 579-3882
Fax (203) 579-3881

Scott T. Appleby, CEM
Director
LEPC Chairperson

1) Contract Attached with both Addendum A: Region 1 Interoperability Review and Addendum B: Region 1 progress report to be kept on record with DEMHS and City of Bridgeport.

2) System Configuration and design including all components and costs are specified in contract on file. Below demonstrates the system design for each area specified:



3) As part of the configuration and design of the Veoci system, the sharing of critical relevant data will be shared as planned:
   a) Within Veoci, users will have access to login into WEBEOC and GEMS through a link. Assuming they have the proper login security clearance and utilizing an approved device that permits client server login capabilities to both or either systems.

1.) Basic Taxonomy in Veoci

In Veoci, the highest level is an Organization and they can have peer-to-peer relationships by mutual agreement. The personnel in an Organization are subdivided into Groups and further refinement is provided with Lists. Both Groups and Lists can include people from other Organizations as well as those from external entities. Once registered in any Organization, a person's profile can grant access to other Organizations. All activities in Veoci take place in Rooms. Rooms can also be linked across Organizations as when an incident spans multiple towns.

Note: The taxonomy in Veoci is based on Grey Wall Software know-how from ten years of practice and experience on internal Internet systems in the General Electric Company – an organization with 360,000 employees serving millions of customers. The principals of Grey Wall ran the GE internal work/social system that logged over 50 million web hits and initiated 50,000 new processes each working day. If, Veoci had been used by all towns of Region 1, during Sandy, we extrapolate from the New Haven data, that there would have been a total of 4,000 discrete processes items and 20,000 message exchanges over the course of the Hurricane and the recovery.

2.) Region 1 Implementation

Each town within Region 1 will have its own Organization in Veoci. There will be 15 Organizations, one for each town and one for the Region 1 RCC.

We expect each jurisdiction to appoint two administrators to manage their Organization in Veoci. Each jurisdiction has the responsibility of administering membership, plans, virtual incident rooms, and everything else within their Organization. We expect the various functions in the town to be organized into groups. The current license for Region 1 provides for 265 individuals to be registered as full users for the towns – generally, these are the participants in the EOCs. We expect the towns to register about 1,000 others who are likely to participate in an emergency response. Examples would include: elected officials, town hall, Fire, Police, Public Works and other town departments, hospitals, Boards of Education, CT-DOT, Metro-North, Amtrak, Coast Guard, local businesses and emergency materials suppliers. Towns may also wish to add volunteers and provide them with limited access.

Users can be registered in multiple Organizations and will use a single sign on. If a person needs to jump between multiple Organizations, they can do so seamlessly without changing logins. For example, the Bridgeport Emergency Manager can be granted access to watch what is going on in Bridgeport, Trumbull and Stratford from one screen. This will also allow the Regional coordinator and others interfacing with multiple towns to access an aggregated view of messages and requests from all Organizations. The assignments of access across jurisdictions will require discussion and experience for optimization.

3.) Launching Veoci in Region 1 Towns and RCC

Each town can initiate a Veoci Room independently. We expect two main types of initiations:

a. Scheduled Emergencies and Event (e.g. storms, parades)

Each town has the autonomy to activate an incident room in Veoci whenever they deem appropriate. The town's OEM will likely launch a preplanned template set up for the specific emergency that will execute call-downs from Veoci to activate and notify key individuals and stakeholders. Notifications lists can be ad hoc or predefined as part of a plan; it is expected that initially these lists will be ad hoc and modified on the fly and will likely stabilizes after some usage. There is no need for continuous monitoring of Veoci; when the response is initiated, the required personnel are contacted by email text message and phone calls. When warranted, a link to the State's WEBEOC instance and GEMS will be provided.

b. Unexpected Emergencies (e.g. threats, fires, accidents)

Each town has the autonomy to activate an incident room in Veoci whenever appropriate. A 911 call will be conveyed in the process currently in place in each town to the designated authority, likely the OEM. The town's OEM will activate a room in Veoci for the emergency and execute call-downs from Veoci to activate and notify key individuals and stakeholders. These notification lists can be ad hoc or predefined as part of a plan. One of these stakeholders will be the Region 1 Coordinator. Others might include key OEM contacts from neighboring towns.

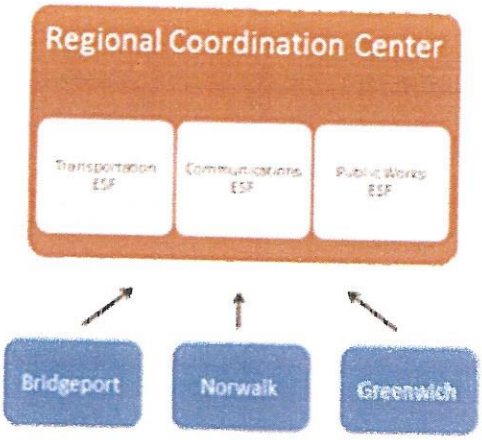
When appropriate, the RCC can stand up an incident room within their Organization. Messages and reports can be shared between towns and the RCC. Similarly, links to the State's instance of WebEOC and GEMS will be provided.

The following is a graphical depiction of an example of who might be involved in a fire in Bridgeport on the border of Trumbull:



Note that it is up to each jurisdiction to decide whom they would like to provide access and to what portion of the activity.

The following is an example structure for a regional incident in which Bridgeport, Norwalk and Greenwich have stood-up their three incident rooms while the Regional Coordination Center has stood-up a fourth room. Participation in the Regional Coordination Center will be administered by agreement among the jurisdictions.



4.) Summary

Veoci is flexible and configurable by the administrators to meet the needs of each town and to help towns and regions in the way they decide to work, communicate and collaborate. As the towns increase their familiarity with Veoci they will develop new and more efficient processes of communication that are not possible with any other system today.

5.) The State of Connecticut DEMHS will be provided a login to view Region 1 critical relevant data dictated by the needs of the event.

4) Not applicable at this time. Veoci is a SaaS Web based product that will not need approval at this time. However, in the future Region 1 will prepare a request, if needed in the future.

5) Region 1 and Grey Wall Software (Veoci.com) agrees that the software meets all current applicable data security standards for an enterprise SaaS product and will continue to comply with those current standards in the future.

As Reported by:

Scott Appleby and Thomas Lombardo
Co-Chairs
Region1 RESF 5

www.veoci.com | heather@greywallsoftware.com | 203-590-1699
Grey Wall Software LLC, 139 Church Street, 3rd Floor, New Haven, CT 06510

Addendum C

1] Assumption of Contract

In connection with the sale of all or substantially all of the stock or assets of Grey Wall, and/or the acquisition of Grey Wall by merger or consolidation, Grey Wall shall ensure that this Agreement shall be binding upon and assumed by any such purchaser or acquirer.

[2] Source Code

Grey Wall will deliver to you the most current versions of the Source Materials (defined below) relating to the Veoci software solely upon a Release Event (defined below). If Grey Wall so delivers the Source Materials to you, you hereby agree to (i) keep the Source Materials at a single location, (ii) maintain only one (1) copy of the Source Materials, (iii) store only one (1) backup copy of the Source Materials, and (iv) use the Source Materials only to support the Services described herein. The license granted hereunder shall be limited to the right, exercisable upon such delivery, to use the Source Materials for purposes of you providing internal maintenance and support as you may require with respect to the Services. For avoidance of doubt, you may not use the Source Materials to process data or information for any third party, distribute, market, sell, lease, license, sublicense, or otherwise commercialize or transfer the Veoci software or the Services, source code or associated technical documentation or any part thereof, to third parties.

For purposes of this Contract:

(a) "Source Materials" means all materials relating to the Services covered by this Agreement that would enable a reasonably skilled programmer to replicate, operate and support the Services without Grey Wall's assistance.

(b) "Release Event" shall have occurred only when: (i) an order is made for the winding up of Grey Wall, Grey Wall passes a resolution for winding up (other than for the purposes of a solvent reconstruction or amalgamation) or a liquidator of Grey Wall is legally appointed; or (ii) Grey Wall has a receiver, administrative receiver or manager appointed over all or any part of its assets or undertaking in connection with a bankruptcy.

Exhibit A

Subscription Terms and Conditions

1. **Definitions.**

"Agreement" means these Subscription Terms and Conditions and any Order Form between the Customer and Grey Wall, and such Agreement shall be effective as of the effective date of the applicable Order Form.

"Confidential Information" means any information, maintained in confidence by the disclosing party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, and any information that by its form, nature, content or mode of transmission a reasonable recipient would understand to be confidential or proprietary. Notwithstanding anything to the contrary, the Veoci Program and related documentation and the Service are Confidential Information of Grey Wall.

"Customer" means any customer who is party to an Order Form with Grey Wall.

"Customer Data" means all electronic data or information provided by Customer to the Service.
"Grey Wall" means Grey Wall Software, LLC.
"Order Form" means the order form or quote for Services entered into between Grey Wall and the Customer, including any exhibits or schedules thereto.

"Primary Contact" means Customer's primary technical contact with Grey Wall in connection with the
Service.

"Service" means Grey Wall's provision of the Veoci Program for access and use by Customer via http://veoci.com.

"User Guide" means the online Veoci Program user manuals for the Service accessible via http://veoci.com, as updated by Grey Wall.

"Users" means the individuals who are authorized to access and use the Service and who have been provided user identifications and passwords by Customer (or by Grey Wall at Customer's request). Users may be Customer employees, Customer third party consultants, contractors or agents, which third parties may access and use the Service solely for the benefit of Customer's internal business purposes in accordance with the provisions of this Agreement.

"Veoci Program" means Grey Wall's virtual emergency operations center software program for team communication and collaboration.

"Virus" (i) any computer code designed to disrupt, disable, harm, or otherwise impede the operation of the Service, including Customer's access to the Service and processing of data using the

Service, or the operation of any associated system or network, or (ii) any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Service to malfunction or to damage or corrupt data, storage media programs, equipment or communications, or otherwise interfere with operations.

2. **Provision of Service.**

(a) Grey Wall will provide the Service to Customer in accordance with the terms of this Agreement. Grey Wall grants Customer a non-transferable and nonexclusive right to access and use the Service for the sole purpose of supporting the internal operations of Customer's business and to process Customer's own data.

(b) The following procedures will apply to the Service:

(i) Grey Wall will send an email to Customer's Primary Contact setting forth the information necessary for initial use of the Service. Customer shall provide the information requested in such email to Grey Wall.

(ii) Grey Wall will provide Service status and maintenance notifications by email to Customer's Primary Contact.

(iii) Customer will notify Grey Wall via email at support@veoci.com with respect any issues related to the Service.

(c) From time to time, additional functionality may be offered by Grey Wall with respect to the Service at an additional fee. Such additional functionality will be offered and agreed under a separate agreement between the parties. Customer hereby agrees that Customer's purchase of the Service pursuant to this Agreement is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Grey Wall regarding future functionality or features.

(d) The Service may be accessed and used solely by a User whose identification and password may not be shared, accessed or used by any other person, company or entity. Unless otherwise specified in the applicable Order Form between the Customer and Grey Wall, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. **Limitations and Processes.**

(a) Third-party interfaces, software, hardware or other services which are associated with, or otherwise available through the Service shall be accessed and used by Customer and Users in their sole discretion. Grey Wall shall have no responsibility or liability with respect to Customer's or any Users' access to or use of any such items or for any act or omission of any such third party provider.

(b) Grey Wall's performance under this Agreement shall be excused as a result of Customer's (i) failure to comply with its obligations as set forth herein; (ii) failure to provide Grey Wall with information reasonably deemed by Grey Wall to be necessary to assist Grey Wall in its performance under this Agreement; or (iii) delay, prevention or interference with Grey Wall's performance under this Agreement.

(c) During normal business hours and no more than twice per year, on reasonable advance notice describing the purpose and scope of the request and in a manner that does not unreasonably interfere with Customer's business operations, Grey Wall or a Grey Wall-designated third-party may audit Customer's use of and access to the Service to verify Customer's compliance with this Agreement.

4. **Customer Responsibilities.**

(a) Customer will provide Grey Wall with the contact details for its Primary Contact on the effective date of this Agreement, and will notify Grey Wall of any changes as necessary on an ongoing basis. Customer is responsible for having the hardware and software adequate for use of the Service.

(b) Customer is responsible for all activities that occur in, or are related to, User accounts and for Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) prevent unauthorized access to, or use of, the Service, and shall notify Grey Wall promptly of any unauthorized access or use; and (iii) comply with all applicable local, state, federal and territorial laws and regulations ("Laws") in accessing and using the Service.

Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable Laws; (iii) send or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained in the Veoci Program; (v) use the Service to store or transmit any Viruses, (vi) attempt to gain unauthorized access to the Service or its related system or networks, or (vii) monitor the availability, performance or functionality of the Services, or access the Services for any other benchmarking or competitive purposes

(d) Customer is responsible for its compliance with all applicable data protection and privacy protection Laws. Customer represents to Grey Wall that: (i) it will provide only that personal data that it is authorized to provide to Grey Wall, and will do so lawfully in compliance with applicable Laws, (ii) Grey Wall or its subcontractors may process such data for the purposes described in this Agreement, and (iii) Grey Wall may disclose such data to its subcontractors for this purpose.

(e) Customer shall not access the Services, and Grey Wall may immediately terminate this Agreement, if Grey Wall determines, in its reasonable discretion, that Customer is a competitor of Grey Wall.

5. **Fees and Payment.**

(a) Customer will pay Grey Wall the fees set forth in the Order Form for setup of User access to the Veoci
Program, use of the Service and any other services or products described therein.

(b) Payment obligations are non-cancellable and fees paid are non-refundable. All payments are due within sixty (60) days from date of invoice. Grey Wall may charge interest of one and one-half per cent (1.5%) per month compounded for the entire overdue period or the maximum amount allowed by Law (whichever is higher), if fees are not paid by the due date. If Customer's account is thirty (30) days or more overdue, Grey Wall may suspend the Service upon at least two (2) business days' notice to Customer without liability until any such amounts are paid in full, in addition to any of its other rights or remedies.

(c) The fees and pricing agreed upon between the Customer and Grey Wall in the Order Form(s) assume that the Customer's labor force will remain substantially the same size during the term of this Agreement. Therefore, if (i) Customer's labor force experiences a material increase after the effective date of this Agreement, whether by acquisition, merger, consolidation, organic growth by hiring, or otherwise, and such Customer has purchased an unlimited User Service, Grey Wall may at its option terminate such Agreement and may offer the Service to the Customer on a per user basis at the rate indicated in the Veoci Program price list at that time.

6. **Customer Data.**

(a) As between Grey Wall and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is Confidential Information of Customer. Recovery of any Customer Data deleted by Customer shall be Customer's responsibility.

(b) Subject to Grey Wall's responsibilities set forth in Section 7, Grey Wall will not be responsible for any unauthorized access to or alteration, theft or destruction of Customer Data through accident, fraudulent means or devices, or any other method.

7. **Confidentiality & Privacy.**

(a) In the course of performance under this Agreement, one party (the "Disclosing Party") may disclose, deliver or permit access by the other party (the "Receiving Party") to its Confidential

Information. The Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and shall not disclose or provide such Confidential Information to any third party except as expressly provided in this Section. The Receiving Party shall not make any use of the Confidential Information except such limited uses as are required or permitted under this Agreement, and shall cause its employees, agents, financial advisors, attorneys, and Users to maintain such Confidential Information in complete confidence, and shall disseminate such Confidential Information only on a need to know basis. Upon expiration or termination of this Agreement, or at any time upon the Disclosing Party's request, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy, all of the Disclosing Party's Confidential Information, and all copies of and other materials containing such Confidential Information. The Receiving Party shall have no obligation under this Section 7 with respect to any Confidential Information that the Receiving Party can demonstrate by reasonable written evidence: (i) was already known to it at the time of its receipt without restriction on its disclosure; (ii) is or becomes generally available to the public other than by breach of this Agreement; (iii) is independently obtained from a third party whose disclosure to the Receiving Party does not violate a duty of confidentiality; (iv) is independently developed without use or reference to any of the Disclosing Party's Confidential Information. If the Receiving Party is required by a court or other body of competent jurisdiction to disclose the Confidential Information, the Receiving

Party may disclose only so much Confidential Information as is legally required, and the Receiving Party will promptly notify such compelled disclosure to the Disclosing Party if permitted by Law to do so.

(b) In the event of a breach of this Section 7, the Disclosing Party may not have an adequate remedy at Law. The Disclosing Party may seek temporary and/or permanent injunctions, specific performance or any other form of equitable relief. For the Veoci Program, the Service and any other trade secrets, the obligations of this Section
7 shall continue for so long as the information remains a trade secret, and for all other Confidential Information, the obligations shall extend for five (5) years from the expiration or termination of this Agreement.

8. Proprietary Rights.

Grey Wall and its licensors (if any) shall retain all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to the Veoci Program, the Service and to all Grey Wall intellectual property and any enhancements, modifications or derivatives of any of the foregoing. Customer may not distribute, promote, or otherwise use any information or materials relating to the Veoci Program or the Service for any external use without Grey Wall's prior written consent or as otherwise specifically permitted in this Agreement. No copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under this Agreement is exchanged between the parties. Subject to Customer's ownership of the Customer Data, Grey Wall retains all rights to any related work product delivered under this Agreement and Customer acknowledges and agrees that it obtains no rights to such work product. Customer shall not: (i) modify, copy or create derivative works based on the Veoci Program or the Service; (ii) frame or mirror any content forming part of the Veoci Program or the Service, other than on Customer's own intranets or otherwise for its own internal business purposes in accordance with this Agreement;

(iii) reverse engineer the Veoci Program or the Service; or (iv) access or use the Veoci Program or the Service to build a competitive product or service, or copy any ideas, features, functions or graphics of the Veoci Program or the Service. Grey Wall shall own any and all rights to, and may use or incorporate into the Service, any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

9. Warranty.

(a) Each party represents and warrants to the other that it has the power and authority to enter into and perform its obligations under this Agreement.

(b) Grey Wall represents and warrants to Customer that: (i) it owns or otherwise has sufficient rights in the Veoci Program to grant to Customer the rights to access and use the Service granted in this Agreement, and (ii) it has taken commercially reasonable steps to test the Service for Viruses.

(C) GREY WALL DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE VEOCI PROGRAM WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED THIRD-PARTY WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY GREY WALL AND GREY WALL MAKES NO WARRANTIES WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD-PARTY SOFTWARE THAT GREY WALL MAY USE TO PROVIDE THE SERVICE OR CUSTOMER MAY USE TO ACCESS THE SERVICE.

(d) Customer represents and warrants to Grey Wall that: (i) Customer has the right to transmit to Grey Wall, and receive from Grey Wall, all data, material and records, including the Customer Data, that Customer provides to Grey Wall and that are required to enable Grey Wall to perform the Service and any other of its obligations under this Agreement; and (ii) it will use reasonable commercial efforts to prevent the inclusion of Viruses while it and its Users access the Service.

10. Limitation of Liability.

(a) Except for death or personal injury and Grey Wall's indemnity obligations in Section 11, Grey Wall's liability for direct damages, loss or liability for any cause, and regardless of the form, of action will be limited to the total amount of fees payable by Customer under this Agreement over the six (6) months prior to the date that the action arose.

(b) **THE REMEDIES PROVIDED IN THE AGREEMENT TO CUSTOMER ARE THE CUSTOMER'S EXCLUSIVE REMEDIES. EXCEPT WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS IN**

SECTION 11, IN NO EVENT SHALL GREY WALL BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

11. Indemnification.

(a) Grey Wall agrees to defend and indemnify Customer from and against, or at its option settle, any third- party claims (each a "Claim") that the Service or the Veoci Program alone and not in combination with any other product or program infringes any third-party intellectual property rights. Grey Wall may, at its option and at its own cost, procure for Customer the right to continue to use the Service; repair, modify or replace the Service or Veoci Program so that it is no longer infringing; or provide a pro rata refund of the fees paid based on the then- current term. Grey Wall shall have no liability under this Section if the allegation of infringement is a result of: (i) a modification of the Veoci Program by anyone other than Grey Wall, (ii) the Customer or any User not using the Service in accordance with the User Guide, (iii) or a work product that was produced at Customer's specific direction. THE FOREGOING STATES GREY WALL'S ENTIRE LIABILITY AND OBLIGATIONS REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

(b) Customer agrees to defend and indemnify Grey Wall from and against, or at its option settle, all Claims made or brought against Grey Wall: (i) arising out of Customer's use of the Service; (ii) alleging that the Customer Data, Customer's materials or records, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; or (iii) alleging that Grey Wall's use of the Customer Data as contemplated in this Agreement is not authorized.

(c) A party's indemnification obligation is contingent upon: (i) the indemnified party providing prompt notice to the indemnifying party of any such Claim and assistance in its defense; (ii) the indemnifying party's sole right to control the defense or settlement of any such Claim, except that any settlement requiring a payment or admission of liability on the part of the indemnified party is subject to the indemnified party's prior approval, not to be unreasonably withheld or delayed; and (iii) that the indemnified party shall not take any action or omit to take action that hinders the defense or settlement process, as reasonably directed by the indemnifying party.

12. Termination.

Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach of this Agreement, and such breach remains uncured at the expiration of such period after which written notice is given to the breaching party; or (ii) subject to any applicable mandatory Law, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party.

13. Waiver of Jury Trial.

THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT.

14. Choice of Law

The Agreement shall be construed and governed in accordance with the laws of the State of Pennsylvania (excluding its conflict of laws provisions).

15. Miscellaneous.

(a) Customer may not assign this Agreement, the use of the Service or any other of its rights and obligations under this Agreement without Grey Wall's prior written consent. This Agreement shall be binding on the parties and their respective successors and assigns. Grey Wall shall have the unrestricted right to (i) assign all of its rights and obligations under this Agreement, and (ii) subcontract all or part of its performance under this Agreement.

(b) Customer shall not export or use the Service in violation of applicable Laws.

(c) The Services, other technology that Grey Wall makes available, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

(d) Neither party is an agent or contractor of the other, and this Agreement does not confer or delegate upon a party any discretionary authority or control on behalf of the other party.

(e) Each party shall be excused from performance of its obligations under this Agreement for any period and to the extent that it is prevented from performing such obligations, in whole or in part, as a result of delays caused by circumstances beyond its reasonable control, including an act of God, severe weather, hurricane, earthquake, flood, war, civil disturbance or civil commotion, terrorism, court order, or any other cause over which such party does not have control, including internet or communication problems (including an internet service provider's or hosting facility's failures or delays involving hardware, software or power systems not within Grey Wall's possession or reasonable control), third-party hardware or software errors, Viruses or similar harmful programs or data, or unauthorized access or theft (any of the foregoing, a "Force Majeure Event").

(f) All documents referenced in this Agreement, including the Order Form(s), are a part of this Agreement. All other prior or contemporaneous agreements, proposals, purchase orders, representations and other understandings, whether oral or written, related to the Service are superseded by this Agreement. No alteration or modification of this Agreement will be valid unless made in a writing signed by the parties.

(g) There shall be no third-party beneficiaries to this Agreement.

(h) All notices required or permitted under this Agreement hereunder shall be delivered to the other party either personally, or by telefax, email, certified or registered mail (return receipt requested), or overnight courier If delivered personally, notice shall be effective when delivered; if delivered by telefax or email, notice shall be effective upon electronic confirmation; and if delivered by mail or overnight courier, notice shall be effective upon confirmation of delivery.

(i) The section headings in this Agreement are for informational purposes only and shall not affect the interpretation of any provision of this Agreement. When used in this Agreement, "including" and word(s) of similar import mean "including without limitation."

(j) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be deemed severed from this Agreement and shall not affect in any respect the remainder of this Agreement.

(k) The sections entitled "Warranty," "Limitation of Liability," "Customer Data," "Fees and Payment," " Indemnification," "Confidentiality; Privacy," "Proprietary Rights" and Customer's obligation to pay any outstanding fees due shall survive expiration or termination of this Agreement.

Exhibit B

SERVICE LEVEL AGREEMENT

Capitalized terms that are not otherwise defined in this Exhibit B shall have the meaning set forth in the Subscription Terms and Conditions.

1.0 Introduction

The measurements and service levels set forth in this Exhibit B are designed to provide an objective measurement of Grey Wall's performance of the Service (each an "SLA"; collectively, "SLAs"). The SLAs may be reviewed and adjusted as mutually agreed upon in writing by the parties.

2.0 Reporting

Grey Wall agrees to provide to (the "Customer"), within sixty days of its receipt of a written request from Customer, a quarterly electronic report to verify Grey Wall's performance against the SLAs. Grey Wall agrees to investigate and correct failures to meet the SLAs by:

(i) Initiating investigations to determine the root cause of the failure;
(ii) Using commercially reasonable efforts to correct the issue;
(iii) Advising Customer as reasonably requested by Customer of the status of efforts being undertaken with respect to the issue; and,
(iv) Providing reasonable evidence to Customer that the cause of the issue is being corrected or will be corrected.

3.0 SLA Definitions and Measurements

"Minor Default" is deemed to occur when Grey Wall's performance against an SLA falls in the range of performance in which a minimum SLA credit is granted to Customer.

"Major Default" is deemed to occur when Grey Wall's performance against an SLA falls in range of performance in which a maximum SLA default credit is granted to Customer.

"Scheduled Downtime," means the planned downtime, of which Grey Wall has notified Customer at least 72 hours in advance.

"Service Level Default" means that Grey Wall's performance fell below the established SLA during a measurement period.

"Service Level Credit" means the amount of additional Service the Customer will be credited for the applicable Service Level Default during the measurement period.

"Target Service Level" means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.

Measurement periods are monthly, in arrears, with Service Level Defaults and Service Level Credits being calculated monthly. Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable.

The SLA's set forth in this Exhibit shall be Customer's sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies such as damages for breach of contract.

4.0 Exceptions

The following items will not be considered as a part of the calculation of Service Level Credits and Grey Wall will be relieved of responsibility for SLAs and associated Service Level Credits to the extent Grey Wall's failure to meet the SLA (s) is determined by the parties, to be due to:

(i) Force Majeure Events as defined in the Agreement
(ii) Outages resulting from Scheduled Downtime, including Grey Wall's upgrading of data center infrastructure
(iii) Outages arising from Customer's network being inaccessible
(iv) Domain Name Server (DNS) issues outside of the control of Grey Wall
(v) Customer's acts or omissions (including acts or omissions of a third party not acting on behalf of Grey Wall), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer or willful misconduct
(vi) Internet outages, or other third party infrastructure outages which hinder access to Grey Wall's environment
(vii) Outages requested by Customer
(viii) Changes by Customer, or its agents, to Customer's environment that are not communicated to Grey Wall and which adversely impact Grey Wall's ability to perform the Service.
(ix) Inability of Customer to log in due to Customer's use of LDAP or other single sign-on methods to control authentication.

5. 0 Service Level Measurement

Service Area: Production Uptime

Objective: Grey Wall to provide 99.5% monthly uptime for Production Software Instances

Measurement: For Production availability, the Production downtime shall be measured as the aggregate number of minutes during the monthly measurement period in which the Service was unavailable divided by the total number of minutes in the monthly measurement period. The period of unavailability shall be measured from the point in time that such unavailability is or reasonably should have been detected by Grey Wall. (Uptime % = [1-(Production downtime)*100%]). For example, if hosting is unavailable for a total of 200 minutes in a 30-day month, then Production Uptime is [1-(200/43,200)*100%] = 99.5%

Target Service Level: Production Uptime is greater than or equal to 99.9%

Minor Default: Production Uptime is less than 99.0% but greater than or equal to 98%

Major Default: Production Uptime is less than 98%

Measurement Period: Measured on a monthly basis. Grey Wall will measure the Production Uptime for each downtime event and in the aggregate each month during the Term, and, upon written request of Customer, report the results to Customer within ten (10) business days of the of the request.

Service Level Credits: Minor Default = credit of one (1) additional day of the Service as an extension of the term of the Agreement.

Major Default = credit of two (2) additional days of the Service as an extension of the term of the Agreement.

Exhibit C

SUPPORT AGREEMENT

Capitalized terms that are not otherwise defined in this Exhibit C shall have the meaning set forth in the Subscription Terms and Conditions.

Grey Wall will provide the following support services to (the "Customer") during the term of the Agreement:

- Certain self-service resources, including a help site;
- Opportunity to submit non-critical issues to Grey Wall via online submission, and Grey Wall will respond to such submissions within two full business days of receipt;
- Opportunity to submit critical issues to Grey Wall, and Grey Wall will respond to such submissions within one business hour of receipt; and
- For additional fees and subject to availability, Customer may to attend supplemental training classes offered from time to time by Grey Wall.

REACH Media Network
6440 Flying Cloud DR
Ste 225
Eden Prairie MN 55344
United States

Invoice

#96285

5/31/2024

Bill To
Fairfield Police Department 100 Reef Road Fairfield CT 06824 United States

Ship To
Fairfield Police Department 100 Reef Road Fairfield CT 06824 United States

Due Date	PO #	Sales Rep	Start Date	End Date
6/10/2024		Kiersten Gibson	7/1/2024	6/30/2025

Item	Qty	Amount
Player License Renewal	6	$1,800.00

Subtotal	$1,800.00
Tax (%)	$18.00
Total	USA$1,818.00

F425

REACH Media Network

Please call 1-833-347-3224 with any billing questions or to make payment by phone.

Click Here to Pay Now

Legal Name: REACH Sports Marketing Group, ...
Tax ID: 20-3604395
Wire Info: Choice Bank, 4501 23rd Ave S, Fargo, ND USA
Account #: 018499, Routing Number/ABA: 091302966, Swift Code: CHFGUS44
Please Reference the Invoice Number on Wire / ACH

Remittance Slip

Customer	66470 Fairfield Pol
Invoice #	96285
Amount Due	$1,818.00
Amount Paid	

If You Would Like To Pay By Credit Card, Please Enter Your Information Below

CARD TYPE	CREDIT CARD / BANK ACCOUNT #	EXP. DATE / ROUTING #

NAME ON ACCOUNT (PLEASE PRINT)	SIGNATURE	CVC CODE

Make Checks Payable To

REACH Media Network
6440 Flying Cloud DR
Ste 225
Eden Prairie MN 55344
United States

ATTENTION FINANCE DEPT

AUTHORIZED TO PAY

P.O. Number
Department
Received and
Authorized by:
Date

PARTIAL ☐
FULL ☑

4030 - 53000
AT 103
6.4.24
6/4/24

96285

Software as a Service (Saas) Agreement

This Software as a Service (Saas) Agreement ("**Agreement**") is by and between Fairfield Police Department ("**Customer**") and REACH MARKETING GROUP, INC, a Minnesota corporation d/b/a REACH MEDIA NETWORK, located at 6440 Flying Cloud Drive, Suite 225, Eden Prairie, MN 55344, ("**REACH**").

This Agreement shall commence upon the later of (i) the date that the Software is fully implemented and accessible to Customer and Customer has delivered written verification (e.g., email) that the Software is live, or (ii) 30 days after the Software is first installed, copied or used by Customer.

1 **DEFINITIONS**

1.1 "**Software**" means only the REACH software program(s) and third-party software programs, in each case, supplied by REACH pursuant to the terms of this Agreement, and corresponding documentation, associated media, printed materials, and online or electronic documentation, including any updates thereto.

1.2 "**End User Product**" means an Output File, which contains the Run-Time, generated by Customer. Examples of End User Products include the daily schedule, documents, courseware, presentations, demonstration files, interactive multimedia material, interactive entertainment products and the like.

1.3 "**Run-Time**" means that portion of the Software required for the End User Product to operate on hardware on which the Software itself is not resident.

1.4 "**Not for Resale (NFR) Version**" means a version, so identified, of the Software to be used only to review and evaluate the Software.

1.5 "**Output File**" means an output file generated by Customer using the Software.

1.6 "**Software as a Service**" (SaaS) is a model of software or mobile app deployment over the Internet. With SaaS, a provider licenses an application to users for use as a service on demand, either through a time subscription or a "pay-as-Customer-go" model. Also, known as "software on demand," the SaaS model allows Reach to develop, host and operate Software for use by customers. The Software being provided to Customer is pursuant to a SaaS subscription, which enables Customer to access the Software from any computer or phone within Customer's network that Customer desires.

2 **LICENSE TO CUSTOMER**

2.1 Subject to the terms and conditions of this Agreement, REACH grants to Customer a non-exclusive, non-transferable, right and license to utilize the Software and SaaS. Except as specifically set forth herein, the Software, SaaS, and all Intellectual Property Rights therein, are reserved and shall be retained by Reach. Customer shall not sell, rent, lease, sublicense, lend, or otherwise make available the Software or SaaS to any other individual or entity without the prior written consent of REACH.

2.2 Mandatory Software Activation - Customer acknowledge and agrees that upon initial installation of the Software, Customer may need to activate the Software using the Internet. Customer may also need to reactivate the Software if Customer modifies Customer's computer hardware, alters the Software, or installs the Software on another computer. Software activation is based on the exchange of information between Customer's computer and the REACH Online Server.

2.3 Error & Usage Reporting – Customer acknowledges that Software & Run-Time has a built-in Error & Usage Reporting mechanism which automatically sends error & usage codes to the REACH Online Server through the internet. Error & usage data helps REACH provide better technical support and improve the Software. REACH Error & Usage reporting captures software run time and crash data. Error and usage reporting does not disrupt the Customer's use of the Software and will shuts itself off in case no direct internet access is available to Run-Time or Software, in which case Customer will need to manually provide the needed information to Technical Support in event of any help or issues.

2.4 Data Security - REACH shall use commercially reasonable efforts to maintain network security which conforms with current industry standards and benchmarks, which may include: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. REACH may, in its discretion, share assessment results with Customer. Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the Center for Internet Security (see http://www.cisecurity.org) or Payment Card Industry/Data Security Standards (PCI/DDS)-see http://www.pcisecuritystandards.org/. Customer can view our entire Data Privacy Policy at https://reachmedianetwork.com/privacy-policy/ .

REACH agrees to employ and maintain reasonable, appropriate and adequate security to:

- Protect all information from unauthorized use, alteration, access or disclosure, and loss, theft, and damage, and to protect and ensure the confidentiality, integrity and availability of information;
- Prevent a security breach

REACH agrees to promptly notify Customer if there is a data breach involving Customer's information, and then notify them again with the scope of the breach as soon as practical thereafter as more information is collected.

REACH's assigned security resource is Nathan Davis, CTO, (952) 255-6254, ndavis@reachmedianetwork.com .

3 **LICENSE RESTRICTIONS**

3.1 Customer shall not: (i) modify, copy or create any derivative works based on the Software or SaaS, or any documentation associated therewith, or remove, replace or alter any digital certificate, trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise make the Software or SaaS available to any third party; (iii) reverse engineer, decompile or dissemble any portion of the Software or SaaS, including but not limited to, any software utilized by REACH in the provision of the Software or SaaS, or otherwise attempt to obtain or perceive the source code from which any software component of the Software or SaaS is compiled or interpreted, and Customer agrees that nothing this Agreement shall be construed to grant Customer any right to obtain or use such source code and; (iv) access the Software or SaaS in order to build any commercially available product or service; (v) copy any features, functions, integrations, interfaces or graphics or software component of the Software or SaaS; (vi) use the Software or SaaS or permit it to be used for purposes of customizing, creating, and publishing content via digital signage without the prior written consent of REACH; or (vii) use the Software or SaaS in any manner, or in connection with any content, data, hardware, software or other materials provided by or on behalf of Customer that contains code, including without limitation, open source code and freeware, that would directly or indirectly: (A) create, or purport to create obligations with respect to the use or distribution of any software that incorporates, is combined with, or derived from the Software or SaaS; (B) grant, purport to grant, or require Customer to grant to any third party any rights or immunities under REACH's Intellectual Property Rights in any software that incorporates, is combined with, or is derived from the Software or SaaS; and/or (C) require as a condition of its use, modification, and/or distribution, that any software incorporated into, derived from,

or distributed with the Software or SaaS must be disclosed or distributed in any form. Customer may NOT make or distribute copies of the Software or SaaS without REACH approval except for the archival, disaster recovery, or back up purposes.

3.2 Unless otherwise provided herein, and except for Customer's internal business purposes, Customer shall not:

3.2.1 download the Software under more than one username;

3.2.2 disclose the results of software performance benchmarks obtained to any third party without REACH 's prior written consent;

3.2.3 create a competing online viewing user-based application similar to or which is competitive with reachmedianetwork.com; or

3.2.4 create a website similar to or which is competitive with reachmedianetwork.com or offer similar or otherwise competitive software, products, applications, or solutions under Customer's name.

3.3 Customer may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

3.4 Customer shall not use the Software to develop any application having the same primary function as the Software.

3.5 If Customer fail to comply with Customer's obligations under this Agreement, Customer must destroy all copies of the Software (with all other rights of both parties and all other provisions of this Agreement surviving any such termination) and immediately notify REACH in writing.

4 **INSTALLATION & SETUP; FEES**

4.1 Customer has the option to either (i) have REACH install the software on pre-imaged media players, or (ii) have REACH provide Customer a software download package in which the Customer can perform the installation. REACH will provide the Customer software license activation codes.

4.2 As payment for the Software, SaaS, and Support, Customer agrees to pay REACH all such fees as provided on the proposal to which this Agreement is attached. On and after the two (2) year anniversary from the date the Software is first provided to Customer, REACH may increase fees at its discretion with a minimum sixty (60) day written notification. If Reach increases its fees as provided in this Agreement, such increase shall not exceed the lesser of (i) three percent (3%) or (ii) the increase in the Consumer Price Index For All Urban Consumers/New York area/All Items (1982-84 = 100), published monthly by the Bureau of Labor Statistics of the United States Department of Labor, measured as of most recently available figure published on the applicable anniversary of the effective date of the License and the corresponding figure for the same calendar month in the immediately preceding year.

4.3 All payment obligations are non-cancellable, and all payments made are non-refundable. If Customer believes an invoice is incorrect, Customer must contact REACH in writing within thirty (30) days of receipt of the invoice containing the amount in question to be eligible to receive an adjustment or credit. If Customer's account is more than thirty (30) days past due, in addition to any other rights or remedies REACH may have under this Agreement or at law or in equity, REACH reserves the right to suspend Customer's access to the Software and SaaS upon ten (10) days written notice, without liability to Customer, until such past-due amounts are paid in full.

5 **TECHNICAL SUPPORT & UPGRADES**

5.1 REACH provides unlimited technical support at no cost to Customer and agrees to respond to inquiries within a commercially reasonable time. REACH provides new upgrades and new product versions only with a valid license at no additional cost to Customer.

5.2 REACH reserves the right to periodically update, upgrade, and offer new versions of the Software and, at no cost or expense to Customer, will provide Customer a copy and adequate notice of such updates and upgrades. REACH reserves the right to release the upgrades or new version at any time.

6 **OWNERSHIP**

6.1 REACH and its partners and suppliers retain all right, title and interest in and to the Software, the SaaS, and all Intellectual Property Rights. "**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto. Subject to the limited rights expressly granted herein, REACH reserves all rights, title, and interest in and to the Software, the SaaS, and the Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer shall not, during the Term or any time thereafter, dispute or contest, nor cause or assist or aid others in disputing or contesting, REACH's exclusive right and title to the Software, SaaS, and Intellectual Property Rights. Customer will fully cooperate with and assist REACH in preventing or prosecuting any infringement of REACH's rights, and such prevention or prosecution shall be at REACH's expense, except to the extent the need for such prevention or prosecution is the result of Customer's breach of this Agreement, in which case any prevention or prosecution will be at Customer's sole expense. Customer shall promptly notify REACH in writing of any activity which it believes may constitute infringement upon REACH's rights. Customer acknowledges and agrees that the Software and SaaS are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in any of the Software, SaaS, or Intellectual Property Rights.

6.2 As between REACH and Customer, Customer owns its Customer Data. Customer shall be solely responsible for the content of all Customer Data. Customer hereby grants REACH a non-exclusive, non-transferable right and license to access, use and display the Customer Data for the purposes of providing the SaaS to Customer and for aggregating Customer Data with other customer data in order to analyze and use such data for purposes related to the Software and SaaS. "**Customer Data**" means the electronic data or information submitted by Customer to the Software and/or SaaS.

7 **WARRANTY DISCLAIMER**

7.1 REACH PROVIDES THE SOFTWARE AND SAAS TO CUSTOMER "AS-IS" AND WITH ALL FAULTS AND DEFECTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, REACH, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATIONS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, REACH PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS,

SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. IF SERVICE BUREAU OFFER ANY WARRANTIES, INDEMNITIES OR OTHER CONTRACTUAL COMMITMENTS TO CUSTOMER RELATING TO THE APPLICATIONS, SERVICE BUREAU IS SOLELY RESPONSIBLE FOR ALL SUCH WARRANTIES, INDEMNITIES OR OTHER CONTRACTUAL COMMITMENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8 **FURTHER DISCLAIMERS: EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES**

8.1 IN NO EVENT WILL REACH OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO CUSTOMER'S USE OF THE SOFTWARE OR SAAS, DAMAGE TO ANY OF CUSTOMER'S COMPUTERS OR DEVICES, INTERRUPTIONS OR DELAYS IN SERVICE, OR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR REACH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO CUSTOMER. IN NO EVENT WILL REACH'S AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO REACH AS CONSIDERATION FOR THE SOFTWARE AND SAAS DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD BEFORE THE CLAIM AROSE.

BY ACCESSING ANY OF THE SOFTWARE, SAAS, OR REACH WEBSITE(S), CUSTOMER UNDERSTANDS THAT IT MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

CUSTOMER AGREES THAT IN THE EVENT IT INCURS ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF REACH'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO CUSTOMER ARE NEITHER IRREPARABLE NOR SUFFICIENT TO ENTITLE CUSTOMER TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY APPLICATIONS, WEBSITES, SERVICES, PROPERTY, PRODUCTS OR OTHER CONTENT OWNED OR CONTROLLED BY REACH, AND THAT CUSTOMER WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY APPLICATIONS, WEBSITES, PROPERTY, PRODUCTS, SERVICES, OR OTHER CONTENT OWNED OR CONTROLLED BY REACH.

9 **TERM & TERMINATION**

9.1 Unless terminated as provided herein, this Agreement shall remain in full force and effect from the Effective Date for an initial Term of one (1) year. The parties may, by a written amendment to the Agreement, extend its Terms for four (4) additional one (1) year terms. Customer may terminate this Agreement upon 30 days advance written notice, with a right for a refund of any prepaid, but unused fees.

10 **PUBLICITY & ADVERTISING**

10.1 REACH agrees not to use Customer's name (including the names of Customer's subsidiaries, affiliates, divisions and product names) in any form of publicity or to release to the public any information relating to the services provided to Customer under this Agreement, or to otherwise disclose or advertise that REACH has entered into this Agreement, except with the specific prior written approval of Customer.

11 **CONFIDENTIALITY**

11.1 Customer shall not disclose or use any Confidential Information of REACH without REACH's prior written consent. Customer agrees to protect the Confidential Information of REACH in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. A disclosure by Customer of Confidential Information of REACH to the extent required by Law shall not be considered a breach of this Agreement, provided Customer provides REACH with prior written notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at REACH's cost, if REACH wishes to contest the disclosure. If Customer discloses or uses (or threatens to disclose or use) any Confidential Information of REACH in breach of the confidentiality protections hereunder, REACH shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a Customer prior to its disclosure by REACH without breach of any obligation owed to REACH; (iii) was independently developed by Customer without breach of any obligation owed to REACH; or (iv) is received from a third party without breach of any obligation owed to REACH.

For purposes of this Agreement, "**Confidential Information**" means (a) any software utilized by REACH in the provision of the Software and SaaS, and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, finances, marketing plans, business opportunities, research or know-how, that is in each case designated by the disclosing party as "confidential" or "proprietary" or the receiving party

knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement.

12 **FORCE MAJEURE**

12.1 Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this Agreement (and the time for performance shall be extended accordingly) if, and to the extent that the delay or non-performance is, due to an event or circumstance beyond the reasonable control of that party, including acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving REACH's employees), computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility (each an "event of force majeure").

12.2 If the event of force majeure in question prevails for a continuous period exceeding 3 (three) months after the date on which it began, either party may terminate this Agreement by delivering written notice of such termination to the other party. The notice to terminate must specify the termination date, which must be not less than 30 (thirty) days after the date on which the notice to terminate is delivered. Once a notice to terminate has been delivered, this Agreement will terminate on the termination date set out in the notice. Upon termination of this Agreement, neither party shall have any further liability or owe any further obligation to the other party except to the extend such liability or obligations accrued before termination, or which survive the termination of this Agreement by their terms.

13 **GENERAL**

13.1 Independent Contractor. REACH is and shall be deemed to be an independent contractor and not an employee of Customer. REACH shall not, and shall have no authority to, enter negotiations for or enter any contracts or commitments in the name or on behalf of Customer.

13.2 Indemnification. Customer agrees to indemnify, defend and hold harmless REACH and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to Customer's use or misuse of any of the Software or SaaS, or Customer's breach of this Agreement, or REACH's Terms of Service which appear on REACH's website.

13.3 Amendment and Modification. Customer and REACH may amend, modify and supplement this Agreement only in such manner as may be agreed upon by Customer and REACH in writing.

13.4 Agreement Severable; Waiver. If any part of this Agreement shall be held to be unenforceable, all other parts of this Agreement shall remain valid and fully enforceable as if the unenforceable part or parts had not been included herein. No waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of a breach of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of a breach of any other provision of this Agreement, whether similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided.

13.5 Assignment. Customer shall not assign or delegate its rights or obligations under this Agreement without the prior written consent of REACH.

13.6 Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Minnesota or any other jurisdiction)

that would cause the application of the laws of any jurisdiction other than the State of Minnesota. Any claims or legal actions by one party against the other arising out of this Agreement will be commenced or maintained in any state or federal court located within Hennepin County, Minnesota, and the parties hereby irrevocably consent and submit to the jurisdiction and venue of such court.

Addendum A

Support Services & Upgrades Addendum

This Support Services Addendum ("**Addendum**") to the Software as a Service (Saas) Agreement (the "**Agreement**") is effective as of the earlier of the date of signature of the Agreement or the date the Software and SaaS are first provided to Customer thereunder. All terms and definitions contained in the Agreement to which this Addendum refers shall apply to the Software and SaaS provided by REACH. In the event of any inconsistency between the terms of this Addendum A and the terms of the Agreement, the terms and conditions of the Agreement shall control. Capitalized terms used but not defined in this Addendum have the meanings ascribed in the Agreement.

REACH offers a limited annual Support services for the REACH Software. To initiate an annual Support contract, the Customer must be using the most recent and up-to-date version of the Software. Customers using an older version (excluding minor revisions) of the Software must promptly upgrade to the current version upon receipt of the updated version from REACH. Failure to update the Software may limit Customer's accessibility and the ability of REACH to provide the service described in this Addendum.

1 DEFINITIONS: The following definitions apply to this Addendum.

1.1 "**Support**" means the annual, prepaid Support services plan provided to Customer by REACH which includes email & phone based technical Support during business hours for the Licensed Software version licensed hereunder including any applicable Updates and New Versions or upgrades.

1.2 "**Updates**" or "**Upgrades**" means all bug fixes, patches, workarounds, and enhancements contained in any of the releases of the Licensed Software (i.e., 3.3 to 3.4).

2 SUPPORT VALIDITY

2.1 Annual Support includes unlimited technical Support each year during REACH's normal technical Support hours.

2.2 REACH annual Support contract offers the following methods of communication during normal technical Support hours (Monday through Friday 8:00a.m. to 5:00p.m. Central Time) excluding holidays.

- Telephone 952-944-7727 Option #4
- Email: support@reachmedianetwork.com
- Web Conference (web based remote diagnostics, Remote PC Control)

2.3 Off-hours Telephone Software Support Emails received outside of office hours will be collected and answered by our on-call support staff.

2.4 If it is determined that the cause of failure is a REACH hardware issue, REACH will use its best efforts to provide on-site assistance within three (3) business days of receiving notice of such failure.

3 SERVICES

3.1 REACH Support is provided subject to the terms and conditions set forth in the Agreement.

3.2 The Support services shall continue under the same terms and conditions so long as the Agreement has not been terminated. Following the second anniversary of the Agreement, REACH may, upon not less than sixty (60) days advance written notice to Customer, increase the fees for the Support services by an amount equal to the lesser of (i) three percent (3%) or (ii) the increase in the Consumer Price Index.

7th Amendment Exhibit B

Project Time Table - Infrastructure/Public Facilities Grant - CDBG-DR

Project Schedule

Rev May 30,2024

1. Applicant Name: Town of Fairfield, CT
2. Project Name: WWTP Microgrid
3. Program Years: 4/1/16-12/31/24
4. Grant Number: 7207

Total Grant $	1st	2nd	3rd					
Dates: m/d/yr - m/d/yr	4/1/16-3/31/24	4/1/24-6/30/24	7/1/24-9/30/24					
Ttl Grant Amt Available:	$ 2,813,939.00	$ 688,167.74	$ 41,363.09					
Projected Expenditure:	$2,125,771.26	$646,804.65	$41,363.09					
Grant Amt Remaining:	$ 688,167.74	$ 41,363.09	$ (0.00)					

If approved, the schedule will become an Appendix to the Assistance Agreement. You will be monitored for compliance with these dates. Therefore, you must estimate the dates as wisely as possible.

Please provide projected dates of completion. Be advised that these dates will be considered part of your project schedule.

Major Tasks	1st	2nd	3rd					
Dates: m/d/yr - m/d/yr	4/1/16-3/31/24	4/1/24-6/30/24	7/1/24-9/30/24					
Install Contols & Automation	X							
Rough Inspection/ Utility Interconnect/Substantial Completion		X						
Commissioning & Inspection			X					

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 29th day of April, 2024 by and between the Town of Fairfield, Connecticut (the "Town") and the Water Pollution Control Authority in the Town (the "WPCA").

WHEREAS, on April 29, 2024, the Town's Representative Town Meeting ("RTM") approved a resolution related to the Water Pollution Control Facility inflow and infiltration improvements program – Phase V project (the "Project") which resolution was entitled "A RESOLUTION APPROPRIATING $4,500,000 FOR THE COSTS OF PHASE V OF THE WATER POLLUTION CONTROL FACILITY INFLOW AND INFILTRATION IMPROVEMENTS PROGRAM AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION" (the "WPCF Inflow and Infiltration Resolution"); and

WHEREAS, on April 29, 2024, the RTM also approved a Supplemental Resolution related to the WPCF Inflow and Infiltration Resolution stating that the debt service on the bonds and the Clean Water Fund obligations (the "CWF Obligations") as such debt service becomes due shall be paid by the WPCA from its own funds, that the obligation of the WPCA shall be set forth in a memorandum of understanding ("MOU") with the Town satisfactory to the First Selectman, and that the First Selectman is authorized to execute the MOU on behalf of the Town; and

WHEREAS, the WPCA's Board of Commissioners approved the Project and agreed to reimburse the Town for debt service on any bonds, CWF Obligations and notes issued by the Town in connection with the costs of the Project.

NOW THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the Town and the WPCA agree to the following:

1. To the extent the Town issues any bonds, CWF Obligations or notes on behalf of and at the request of the WPCA to fund any or all of the costs of the Project, the WPCA will be responsible for and pay the full debt service on such bonds, CWF Obligations or notes based on a schedule established by the Town for repayment of the bonds, the CWF Obligations or the notes; and

2. The WPCA agrees to use its reserves, assess user fees or raise other monies sufficient to fund the debt service on such bonds, CWF Obligations or notes.

IN WITNESS WHEREOF, each party intending to be bound, has executed this Memorandum of Understanding to reflect its agreement with the terms hereof.

TOWN OF FAIRFIELD

By: _____
William A. Gerber
First Selectman

WATER POLLUTION CONTROL AUTHORITY

By: _____

Its

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 29th day of April, 2024 by and between the Town of Fairfield, Connecticut (the "Town") and the Water Pollution Control Authority in the Town (the "WPCA").

WHEREAS, on April 29, 2024, the Town's Representative Town Meeting ("RTM") approved a resolution related to the Fairfield Beach Road pump station force main replacement project (the "Project") which resolution was entitled "A RESOLUTION APPROPRIATING $2,760,480 FOR THE COSTS TO REPLACE THE FAIRFIELD BEACH ROAD PUMP STATION FORCE MAIN AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION" (the "Force Main Resolution"); and

WHEREAS, on April 29, 2024, the RTM also approved a Supplemental Resolution related to the Force Main Resolution stating that the debt service on the bonds or the Clean Water Fund obligations (the "CWF Obligations") as such debt service becomes due shall be paid by the WPCA from its own funds, that the obligation of the WPCA shall be set forth in a memorandum of understanding ("MOU") with the Town satisfactory to the First Selectman, and that the First Selectman is authorized to execute the MOU on behalf of the Town; and

WHEREAS, the WPCA Board of Commissioners approved the Project and agreed to reimburse the Town for debt service on any bonds, CWF Obligations and notes issued by the Town in connection with the costs of the Project.

NOW THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the Town and the WPCA agree to the following:

1. To the extent the Town issues any bonds, CWF Obligations or notes on behalf of and at the request of the WPCA to fund any or all of the costs of the Project, the WPCA will be responsible for and pay the full debt service on such bonds, CWF Obligations or notes based on a schedule established by the Town for repayment of the bonds, the CWF Obligations or notes; and

2. The WPCA agrees to use its reserves, assess user fees or raise other monies sufficient to fund the debt service on such bonds, CWF Obligations or notes.

IN WITNESS WHEREOF, each party intending to be bound, has executed this Memorandum of Understanding to reflect its agreement with the terms hereof.

TOWN OF FAIRFIELD

By: _____
William A. Gerber
First Selectman

WATER POLLUTION CONTROL AUTHORITY

By: _____

Its

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 29th day of April, 2024 by and between the Town of Fairfield, Connecticut (the "Town") and the Water Pollution Control Authority in the Town (the "WPCA").

WHEREAS, on April 29, 2024, the Town's Representative Town Meeting ("RTM") approved a resolution related to the Fairfield Beach Road pump station upgrades project (the "Project") which resolution was entitled "A RESOLUTION APPROPRIATING $5,681,988 FOR THE COSTS OF THE FAIRFIELD BEACH ROAD PUMP STATION REPLACEMENT AND UPGRADES AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION" (the "Pump Station Resolution"); and

WHEREAS, on April 29, 2024, the RTM also approved a Supplemental Resolution related to the Pump Station Resolution stating that the debt service on the bonds and the Clean Water Fund obligations (the "CWF Obligations") as such debt service becomes due shall be paid by the WPCA from its own funds, that the obligation of the WPCA shall be set forth in a memorandum of understanding ("MOU") with the Town satisfactory to the First Selectman, and that the First Selectman is authorized to execute the MOU on behalf of the Town; and

WHEREAS, the WPCA Board of Commissioners approved the Project and agreed to reimburse the Town for debt service on any bonds, CWF Obligations and notes issued by the Town in connection with the costs of the Project.

NOW THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the Town and the WPCA agree to the following:

1. To the extent the Town issues any bonds, CWF Obligations or notes on behalf of and at the request of the WPCA to fund any or all of the costs of the Project, the WPCA will be responsible for and pay the full debt service on such bonds, CWF Obligations or notes based on a schedule established by the Town for repayment of the bonds, the CWF Obligations or the notes; and

2. The WPCA agrees to use its reserves, assess user fees or raise other monies sufficient to fund the debt service on such bonds, CWF Obligations or notes.

IN WITNESS WHEREOF, each party intending to be bound, has executed this Memorandum of Understanding to reflect its agreement with the terms hereof.

TOWN OF FAIRFIELD

By: _____
William A. Gerber
First Selectman

WATER POLLUTION CONTROL AUTHORITY

By: _____

Its

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 29th day of April, 2024 by and between the Town of Fairfield, Connecticut (the "Town") and the Water Pollution Control Authority in the Town (the "WPCA").

WHEREAS, on April 29, 2024, the Town's Representative Town Meeting ("RTM") approved a resolution related to the Water Pollution Control Facility plant equipment improvements project (the "Project") which resolution was entitled "A RESOLUTION APPROPRIATING $18,670,000 FOR THE COSTS OF WATER POLLUTION CONTROL FACILITY PLANT EQUIPMENT IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION" (the "WPCF Equipment Resolution"); and

WHEREAS, on April 29, 2024, the RTM also approved a Supplemental Resolution related to the WPCF Equipment Resolution stating that the debt service on the bonds and the Clean Water Fund obligations (the "CWF Obligations") as such debt service becomes due shall be paid by the WPCA from its own funds, that the obligation of the WPCA shall be set forth in a memorandum of understanding ("MOU") with the Town satisfactory to the First Selectman, and that the First Selectman is authorized to execute the MOU on behalf of the Town; and

WHEREAS, the WPCA Board of Commissioners approved the Project and agreed to reimburse the Town for debt service on any bonds, CWF Obligations and notes issued by the Town in connection with the costs of the Project.

NOW THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, the Town and the WPCA agree to the following:

1. To the extent the Town issues any bonds, CWF Obligations or notes on behalf of and at the request of the WPCA to fund any or all of the costs of the Project, the WPCA will be responsible for and pay the full debt service on such bonds, CWF Obligations or notes based on a schedule established by the Town for repayment of the bonds, the CWF Obligations or the notes; and

2. The WPCA agrees to use its reserves, assess user fees or raise other monies sufficient to fund the debt service on such bonds, CWF Obligations or notes.

IN WITNESS WHEREOF, each party intending to be bound, has executed this Memorandum of Understanding to reflect its agreement with the terms hereof.

TOWN OF FAIRFIELD

By: _____
William A. Gerber
First Selectman

WATER POLLUTION CONTROL AUTHORITY

By: _____

Its

MINUTES OF THE REGULAR MEETING OF THE TOWN OF FAIRFIELD
April 29, 2024
Meeting

The regular meeting of the Town of Fairfield was held on Monday, April 29, 2024 at 8 PM at 501 Kings Hwy East, Fairfield and via Webex.

The meeting was called to order at 8 PM by Moderator Marcy Spolyar.

PRESENT: 38 ABSENT: 2 VACANCY: 0

PRESENT: Astarita, Britton, Longo, Sparacino, Cook-Littman, O'Shea, Rock, Shea, Hartigan, Steele, Straus, Waldron, Wapnitsky, Karson, McCabe, Spolyar, Garskof, O'Neill, Pistilli, Wolk, Barahona, Blanchard, Donne, Graceffa, Berecz, Delgado, Kuhn, Nickel, Berchem, Carroll, Colburn, Ludwiczak, Georgiadis, Havey, McDermott, Wackerman, Ambrose, Contratto, Horton, Ratzki

ABSENT: Waldron, Havey

ITEM NO. 1 ON CALL: PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE

Moderator Spolyar led the Pledge of Allegiance.

Myke Hartigan announced Cindy Wapnitsky had been appointed to fill Melissa Straus's vacancy in District 3.

CONSENT CALENDAR: The Moderator reported that items 5 through 11 and 14 through 16 were eligible for the Consent Calendar.

VOTE: Items 5 through 11and 14 through 16 were approved by unanimous voice vote.

ITEM NO. 2 ON CALL: MINUTES OF THE MARCH 25, 2024 MEETING

Laura Karson, District 4 moved this item as distributed, duly seconded.

VOTE: The March 25, 2024 minutes were approved by unanimous voice vote.

ITEM NO. 3 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT IN ACCORDANCE WITH A REQUEST RECOMMENDED BY THE BOARD OF SELECTMEN, $19,780 BE WITHDRAWN FROM THE H. SMITH RICHARDSON CONSERVATION FUND TRUST FOR THE PURPOSE OF SEEDING THE MEADOW AT HOYDENS HILL BE, AND HEREBY IS, APPROVED."

This item was removed as it did not require RTM approval

ITEM NO. 4 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT AS PART OF THE BIGELOW CENTER FOR SENIOR ACTIVITIES' FIVE-YEAR BUS REPLACEMENT PLAN, FUNDS BE, AND HEREBY ARE, EXPENDED IN THE AMOUNT OF $136,990.00 TO PURCHASE A HANDICAPPED-ACCESSIBLE, 12-SEAT BUS WITH A WHEELCHAIR LIFT TO IMPROVE MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES, 80% OF SAID PURCHASE, OR $109,592.00, TO BE FUNDED BY A TRADITIONAL 5310 CAPITAL SENIOR BUS GRANT UNDER

SECTION 5310 OF THE FEDERAL TRANSIT ACT'S ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM AS ADMINISTERED BY THE STATE OF CONNECTICUT (THE FEDERAL SUBSIDY OF $109,592 WILL BE MATCHED USING SENIOR CENTER DONATION FUNDS OF $27,398.00); AND FURTHER RESOLVED, THAT FIRST SELECTMAN WILLIAM A. GERBER IS AUTHORIZED TO MAKE, EXECUTE AND APPROVE ON BEHALF OF THE TOWN OF FAIRFIELD ANY AND ALL CONTRACTS OR AMENDMENTS THEREOF TO SECURE SAID GRANT."

Rob Blanchard, District 6 moved this item as distributed, duly seconded.

VOTE: The resolution was approved by unanimous voice vote.

ITEM NO. 5 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "WHEREAS, ON AUGUST 1, 2023, THE TOWN OF FAIRFIELD RECEIVED A DONATION FROM THE STRATFIELD VILLAGE ASSOCIATION (SVA) IN THE AMOUNT OF $150,000 FOR THE STRATFIELD STREETSCAPE (FOUR CORNERS) PROJECT; AND WHEREAS, THE TOWN OF FAIRFIELD ACCEPTED THE $150,000 DONATION; NOW, THEREFORE BE IT RESOLVED, THAT THE FIRST SELECTMAN BE, AND HEREBY IS, AUTHORIZED TO ACCEPT SAID $150,000 DONATION FROM SVA AND EXPEND THE DONATION TO FUND PROJECT COSTS ASSOCIATED WITH STRATFIELD STREETSCAPE (FOUR CORNERS) PROJECT."

This item was on the consent calendar.

ITEM NO. 6 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $2,760,480 FOR THE COSTS TO REPLACE THE FAIRFIELD BEACH ROAD PUMP STATION FORCE MAIN AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

This item was on the consent calendar.

ITEM NO. 7 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "WHEREAS, THE TOWN OF FAIRFIELD (THE 'TOWN') HAS ADOPTED, AT THE REQUEST OF THE WATER POLLUTION CONTROL AUTHORITY ('WPCA'), A RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $2,760,480 FOR THE COSTS TO REPLACE THE FAIRFIELD BEACH ROAD PUMP STATION FORCE MAIN AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION' (THE 'RESOLUTION'); AND WHEREAS, THE RESOLUTION APPROPRIATED $2,760,480 FOR COSTS TO REPLACE THE FAIRFIELD BEACH ROAD PUMP STATION FORCE MAIN (THE 'PROJECT') AND AUTHORIZED THE ISSUANCE OF BONDS (THE 'BONDS') AND/OR CLEAN WATER FUND OBLIGATIONS (THE 'CWF OBLIGATIONS'); AND WHEREAS, WHILE THE TOWN IS LIABLE FOR THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS, FOR INTERNAL ACCOUNTING PURPOSES, IT IS APPROPRIATE THAT THE COSTS OF THE PROJECT INCLUDING DEBT SERVICE ON THE BONDS

AND THE CWF OBLIGATIONS BE ALLOCATED TO THE WPCA; AND WHEREAS, THE TOWN'S WPCA HAS AGREED TO PAY FOR THE COSTS OF THE PROJECT AND THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AUTHORIZED BY THE RESOLUTION; NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AS IT BECOMES DUE SHALL BE PAID BY THE WPCA FROM ITS OWN FUNDS AND THE OBLIGATION OF THE WPCA SHALL BE SET FORTH IN A MEMORANDUM OF UNDERSTANDING (THE "MOU") WITH THE TOWN SATISFACTORY TO FIRST SELECTMAN; AND THAT THE FIRST SELECTMAN IS HEREBY AUTHORIZED TO EXECUTE THE MOU ON BEHALF OF THE TOWN."

This item was on the consent calendar.

ITEM NO. 8 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED. 'A RESOLUTION APPROPRIATING $4,500,000 FOR THE COSTS OF PHASE V OF THE WATER POLLUTION CONTROL FACILITY INFLOW AND INFILTRATION IMPROVEMENTS PROGRAM AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

This item was on the consent calendar.

ITEM NO. 9 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "WHEREAS, THE TOWN OF FAIRFIELD (THE 'TOWN') HAS ADOPTED, AT THE REQUEST OF THE WATER POLLUTION CONTROL AUTHORITY ('WPCA'), A RESOLUTION ENTITLED 'A RESOLUTION APPROPRIATING $4,500,000 FOR THE COSTS OF PHASE V OF THE WATER POLLUTION CONTROL FACILITY INFLOW AND INFILTRATION IMPROVEMENTS PROGRAM AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION' (THE 'RESOLUTION'); AND WHEREAS, THE RESOLUTION APPROPRIATED $4,500,000 FOR COSTS ASSOCIATED WITH PHASE V OF THE WATER POLLUTION CONTROL FACILITY INFLOW AND INFILTRATION IMPROVEMENTS PROGRAM (THE 'PROJECT') AND AUTHORIZED THE ISSUANCE OF BONDS (THE 'BONDS') AND/OR CLEAN WATER FUND OBLIGATIONS (THE CWF OBLIGATIONS'); AND WHEREAS, WHILE THE TOWN IS LIABLE FOR THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS, FOR INTERNAL ACCOUNTING PURPOSES, IT IS APPROPRIATE THAT THE COSTS OF THE PROJECT INCLUDING DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS BE ALLOCATED TO THE WPCA; AND WHEREAS, THE TOWN'S WPCA HAS AGREED TO PAY FOR THE COSTS OF THE PROJECT AND THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AUTHORIZED BY THE RESOLUTION; NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AS IT BECOMES DUE SHALL BE PAID BY THE WPCA FROM ITS OWN FUNDS AND THE OBLIGATION OF THE WPCA SHALL BE SET FORTH IN A MEMORANDUM OF UNDERSTANDING (THE "MOU") WITH THE TOWN SATISFACTORY TO FIRST SELECTMAN; AND THAT THE FIRST SELECTMAN IS HEREBY AUTHORIZED TO EXECUTE THE MOU ON BEHALF OF THE TOWN."

This item was on the consent calendar.

ITEM NO. 10 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $5,681,988 FOR THE COSTS OF THE FAIRFIELD BEACH ROAD PUMP STATION REPLACEMENT AND UPGRADES AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

This item was on the consent calendar.

ITEM NO. 11 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "WHEREAS, THE TOWN OF FAIRFIELD (THE 'TOWN') HAS ADOPTED, AT THE REQUEST OF THE WATER POLLUTION CONTROL AUTHORITY ('WPCA'), A RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $5,681,988 FOR THE COSTS OF THE FAIRFIELD BEACH ROAD PUMP STATION REPLACEMENT AND UPGRADES AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION' (THE 'RESOLUTION'); AND WHEREAS, THE RESOLUTION APPROPRIATED $5,681,988 FOR COSTS ASSOCIATED WITH UPGRADES TO THE FAIRFIELD BEACH ROAD PUMP STATION (THE 'PROJECT') AND AUTHORIZED THE ISSUANCE OF BONDS (THE 'BONDS') AND/OR CLEAN WATER FUND OBLIGATIONS (THE 'CWF OBLIGATIONS'); AND WHEREAS, WHILE THE TOWN IS LIABLE FOR THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS, FOR INTERNAL ACCOUNTING PURPOSES, IT IS APPROPRIATE THAT THE COSTS OF THE PROJECT INCLUDING DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS BE ALLOCATED TO THE WPCA; AND WHEREAS, THE TOWN'S WPCA HAS AGREED TO PAY FOR THE COSTS OF THE PROJECT AND THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AUTHORIZED BY THE RESOLUTION; NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AS IT BECOMES DUE SHALL BE PAID BY THE WPCA FROM ITS OWN FUNDS AND THE OBLIGATION OF THE WPCA SHALL BE SET FORTH IN A MEMORANDUM OF UNDERSTANDING (THE 'MOU') WITH THE TOWN SATISFACTORY TO FIRST SELECTMAN; AND THAT THE FIRST SELECTMAN IS HEREBY AUTHORIZED TO EXECUTE THE MOU ON BEHALF OF THE TOWN."

This item was on the consent calendar.

ITEM NO. 12 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $18,670,000 FOR THE COSTS OF WATER POLLUTION CONTROL FACILITY PLANT EQUIPMENT IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

Dru Georgiadis, District 9 moved this item as distributed, duly seconded.

VOTE: The bond resolution was approved by unanimous voice vote.

ITEM NO. 13 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "WHEREAS, THE TOWN OF FAIRFIELD (THE 'TOWN') HAS ADOPTED AT THE REQUEST OF THE WATER POLLUTION CONTROL AUTHORITY ('WPCA') A RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $18,670,000 FOR THE COSTS OF WATER POLLUTION CONTROL FACILITY PLANT EQUIPMENT IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF BONDS AND/OR CLEAN WATER FUND OBLIGATIONS TO FINANCE SUCH APPROPRIATION' (THE 'RESOLUTION'); AND WHEREAS, THE RESOLUTION APPROPRIATED $18,670,000 FOR COSTS ASSOCIATED WITH THE WATER POLLUTION CONTROL FACILITY PLANT EQUIPMENT IMPROVEMENTS (THE 'PROJECT') AND AUTHORIZED THE ISSUANCE OF BONDS (THE 'BONDS') AND/OR CLEAN WATER FUND OBLIGATIONS (THE CWF OBLIGATIONS'); AND WHEREAS, WHILE THE TOWN IS LIABLE FOR THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS, FOR INTERNAL ACCOUNTING PURPOSES, IT IS APPROPRIATE THAT THE COSTS OF THE PROJECT INCLUDING DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS BE ALLOCATED TO THE WPCA; AND WHEREAS, THE TOWN'S WPCA HAS AGREED TO PAY FOR THE COSTS OF THE PROJECT AND THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AUTHORIZED BY THE RESOLUTION; NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT THE DEBT SERVICE ON THE BONDS AND THE CWF OBLIGATIONS AS IT BECOMES DUE SHALL BE PAID BY THE WPCA FROM ITS OWN FUNDS AND THE OBLIGATION OF THE WPCA SHALL BE SET FORTH IN A MEMORANDUM OF UNDERSTANDING (THE 'MOU') WITH THE TOWN SATISFACTORY TO FIRST SELECTMAN; AND THAT THE FIRST SELECTMAN IS HEREBY AUTHORIZED TO EXECUTE THE MOU ON BEHALF OF THE TOWN."

Sharon Pistilli, District 5 moved to waive reading of the item, duly seconded and carried unanimously. Ms. Pistilli moved the item as distributed, dully seconded.

VOTE: The bond resolution was approved by unanimous voice vote.

ITEM NO. 14 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $1,923,000 FOR THE COSTS OF THE TIDEGATES REPAIR AND REPLACEMENT PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

This item was on the consent calendar.

ITEM NO. 15 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $3,770,000 FOR THE COSTS OF A TRAFFIC SIGNAL IMPROVEMENT PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

This item was on the consent calendar.

ITEM NO. 16 ON CALL: TO HEAR, CONSIDER AND ACT UPON THE FOLLOWING RESOLUTION AS RECOMMENDED BY THE BOARD OF FINANCE: "RESOLVED, THAT THE BOND RESOLUTION ENTITLED, 'A RESOLUTION APPROPRIATING $4,760,000 FOR THE COSTS OF A SIDEWALK ACCESSIBILITY UPGRADES PROJECT AND AUTHORIZING THE ISSUANCE OF BONDS TO FINANCE SUCH APPROPRIATION,' BE, AND HEREBY IS, APPROVED."

This item was on the consent calendar.

ITEM NO. 17 ON CALL: AMENDMENTS TO THE TAX RELIEF FOR THE ELDERLY AND DISABLED HOMEOWNERS ORDINANCE, SECTION 95-7 TO SECTION 97-15.4 OF CHAPTER 95, ARTICLE III, OF THE CODE OF THE TOWN OF FAIRFIELD, SPONSORED BY THE SENIOR & DISABLED TAX RELIEF COMMITTEE (HELD IN COMMITTEE).

The Moderator reported that this item will appear on the May agenda.

ITEM NO. 18 ON CALL: ETHICS ORDINANCE, SPONSORED BY REPS. BERCHEM, KARSON, WACKERMAN AND ZEZIMA (HELD IN COMMITTEE).

The Moderator reported this item is still being considered by L&A.

NEW BUSINESS:
Moderator Spolyar read 2 letters from the Fairfield Schools Green Team asking the Town to consider posting no idling signs and that businesses should consider turning off their lights at night so as not to confuse birds while migrating.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:15 PM.

Respectfully submitted,

Elizabeth P. Browne, MMC, MCTC
Town Clerk

Memorandum

To: Board of Selectmen

From: Mark S. Barnhart, Director of Community & Economic Development

Date: June 6, 2024

Re: 2024 Neighborhood Assistance Act Program

Earlier this year the Town solicited program proposals from municipal agencies and community non-profit organizations for funding consideration under the Neighborhood Assistance Act (NAA) program.

This program allows businesses to claim a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies. The types of community programs that qualify for the NAA tax credit program include, but are not necessarily limited to: energy conservation; employment and training; child care services; neighborhood assistance; substance abuse; open space acquisition; crime prevention programs and affordable housing development. The minimum contribution on which a tax credit may be granted is $250, and the maximum contribution that any non-profit or municipal entity can receive under this program is $150,000. There are no Town funds involved in this program.

In order to be considered, applications must be completed in full, approved locally following a public hearing, and submitted to the Department of Revenue Services (DRS) by July 1st. Attached for your consideration is a summary of the applications that were received by the April 22, 2024 deadline.

In order to meet the aforementioned submission deadline, I would request that you consider this matter at your next regularly scheduled Board meeting, which I understand to be June 12, 2024, which should allow the RTM to consider this at its June meeting.

Information and Justification Regarding the Neighborhood Assistance Act Program

1. *BACKGROUND*: The Neighborhood Assistance Act (NAA) program is a State program administered by the Department of Revenue Services that allows eligible businesses to apply for and receive a State tax credit for cash contributions made to qualifying community programs conducted by tax exempt or municipal agencies. More information can be found on the DRS website at www.ct.gov/drs.

2. *PURPOSE AND JUSTFICATION*: The program is designed to provide funding to municipal and tax-exempt entities by incentivizing donations made by private companies owing a State corporate tax liability. The Town's role is limited to designating a municipal liaison to work with DRS, conducting a public hearing and soliciting applications from eligible municipal and non-profit entities, which activities must be approved by the Town's legislative body prior to their being submitted to DRS by the July 1st deadline.

3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached summary of applications received.

4. *RELIABILITY OF ESTIMATED COSTS*: There are no Town funds involved. The applicants are responsible for all project cost estimates, and administering any funds received through donations.

5. *PAYBACK PERIOD*: Not Applicable. There are no Town funds involved.

6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable. There are no Town funds involved.

7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable

8. *ALTERNATES TO THIS REQUEST*: Participation in the NAA program is optional. Towns may decide not to participate in the NAA program. As of last year, ninety communities had designated a municipal liaison and were participating in the NAA program.

9. *SAFETY AND LOSS CONTROL*: Not Applicable

10. *ENVIRONMENTAL CONSIDERATIONS*: Not Applicable

11. *INSURANCE*: Not Applicable

12. *FINANCING*: Not Applicable

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Public Hearing (6/5); Board of Selectmen (6/12) and RTM approval (6/24) prior to submission to DRS by the July 1 deadline.

[illegible] Grant Recommendations

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
FTC General Programming Support	Fairfield Theatre Company	70 Sanford Street Fairfield	$ 50,000	$ 3,350,312	60%	General Operating Support
Lighting Upgrades	Fairfield Theatre Company	70 Sanford Street Fairfield	$ 50,000	$ 50,000	100%	Energy Conservation
Clubhouse Lighting & HVAC Controls Improvement Project	Wakeman Boys & Girls Club	385 Center Street Southport	$ 24,213	$ 24,995	100%	Energy Conservation

Memorandum

To: Board of Selectmen

From: Mark S. Barnhart, Director of Community & Economic Development

Date: June 6, 2024

Re: Program Year 50 Annual Plan, Community Development Block Grant

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I am forwarding herewith for your consideration and approval the proposed activities to be funded under the Community Development Block Grant (CDBG) Program for Program Year 50, which begins on October 1, 2024, and runs through September 30, 2025.

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974, and is administered by the U.S. Department of Housing and Urban Development (HUD) through its Office of Community Planning and Development. The primary objective of this program is the development of viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income. As a municipality with a population of more than 50,000 persons, the Town of Fairfield qualifies as an entitlement community, meaning that it receives an annual allocation of CDBG funds.

Each year, the Town must prepare an Annual Action Plan that identifies those projects and activities that it proposes to fund through CDBG for the upcoming year. The Town is required to develop and adhere to a citizen participation process that includes the community in the development of its Annual Action Plan. In accordance with its citizen participation plan, the Town conducted the first of two scheduled public hearings to solicit comments on housing and community development needs on February 28, 2024. A second public hearing was held on May 1, 2024.

HUD has advised the Town that its CDBG allocation for the upcoming PY 50 program year will be $479,237, a decrease of $13,090 or 2.7% from the current year. Please note that the proposed allocation plan also includes $74,763 in estimated program income, for a total combined budget of $554,000. Please also keep in mind that the Town may allocate not more than fifteen percent (15%) of its funding to public service category activities and that general administrative costs cannot exceed twenty percent (20%) of the allocation.

June 6, 2024

I respectfully request your timely and favorable consideration of the proposed PY 50 CDBG activities at your next meeting so that we might present our proposed allocation plan to the Representative Town Meeting at its June meeting, and prepare and submit our Annual Action Plan to HUD. Please do not hesitate to contact me in the event that you have any questions.

Thank you for your consideration.

June 6, 2024

Information and Justification Regarding the Community Development Block Grant

1. *BACKGROUND*: HUD designates Fairfield as an entitlement community for its CDBG program. As an entitlement community, the Town receives grant funds in an amount established by HUD for each fiscal year to be used for various HUD eligible activities.

2. *PURPOSE AND JUSTFICATION*: The objective of this program is to develop viable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low and moderate income.

3. *DETAILED DESCRIPTION OF PROPOSAL*: See attached program description.

4. *RELIABILITY OF ESTIMATED COSTS*: The grant funds are a fixed amount established annually by HUD.

5. *PAYBACK PERIOD*: Not Applicable

6. *ADDITIONAL LONG RANGE COSTS*: Not Applicable

7. *ADDITIONAL USE OR DEMAND ON EXISTING FACILITIES*: Not Applicable

8. *ALTERNATES TO THIS REQUEST*: Not Applicable

9. *SAFETY AND LOSS CONTROL*: Not Applicable

10. *ENVIRONMENTAL CONSIDERATIONS*: HUD requires that all recipients of CDBG funds follow Federal regulations as contained in 25 CFR Part 58, thereby furthering the purposes of the National Environmental Policy Act of 1969.

11. *INSURANCE*: Not Applicable

12. *FINANCING*: Not Applicable

13. *OTHER CONSIDERATIONS*: Not Applicable

14. *OTHER APPROVALS*: Public Hearings (conducted on 2/28 and 5/1), Board of Selectmen, RTM, and 30 Day Public Comment Period prior to submission to HUD.

Town of Fairfield
Office of Community and Economic Development
Proposed PY 50 Annual Allocation Plan
Community Development Block Grant Program

Public Service Activities (<15%)		
Operation Hope Housing Support	$	20,000
Center for Family Justice Advocacy/Support	$	8,000
Lifebridge Mental Health/Counseling Services	$	10,000
Mozaic Senior Life Adult Day Social Worker	$	4,500
BOE Special Education Vocational Training	$	4,000
Mozaic Senior Life Elder Abuse Prevention	$	4,000
Fairfield History Museum Educational Enrichment	$	3,000
Fairfield Human Services Rental Assistance	$	10,000
Bridge House – Life Skills Development/Support	$	3,500
BNT – Housing Counseling	$	3,500
Pilot House Special Needs	$	4,000
Wakeman Boys & Girls Club	$	4,500
Woofgang Vocational Training Coordinator	$	4,000
Subtotal	$	83,000
Public Facilities and Non-Housing Needs		
DPW Street/Sidewalk Improvements	$	80,000
Micro-Enterprise Assistance	$	20,000
Subtotal	$	100,000
Affordable Housing Activities		
Multi-Family Rehab Program	$	75,000
Single-Family Rehab Program	$	80,000
Handyman	$	16,000
Homeownership Assistance	$	90,000
Subtotal	$	261,000
Program Administration (<20%)		
Administration	$	110,000
Subtotal	$	110,000

June 6, 2024

CDBG PROGRAM YEAR 50 SUMMARY

USES:

Public Service Activities (<15%)	$ 83,000
Public Facilities and Non-Housing Needs	$ 100,000
Affordable Housing Activities	$ 261,000
Program Administration (<20%)	$ 110,000
TOTAL USES	$ 554,000

SOURCES:

CDBG Entitlement	$ 479,237
Program Income (Estimated)	$ 74,763
TOTAL SOURCES	$ 554,000

Equipment Lease Agreement

Agreement Number: _____

v5.0.1

CUSTOMER INFORMATION:		
Customer's Full Legal Name:	FAIRFIELD, TOWN OF	
Address:	725 OLD POST ROAD	
City/State/Zip Code:	FAIRFIELD CT,06824	
Telephone Number: (203) 256-3060	Federal Tax ID #	County:

SUPPLIER INFORMATION:
Supplier Name: Aztec Office
Address: 35 Philmack Drive
City/State/Zip Code: Middletown CT 06457

EQUIPMENT INFORMATION:	Equipment Location(if different than address shown above):
☑ See Attached Equipment	725 OLD POST ROAD-ACCOUNTS PAYABLE FAIRFIELD CT,06824

Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
20	Canon & Sharp Fleet		

Term and Payment Information:			
Lease Payment:	$ 4,373.88 **(plus applicable taxes)**		
Term: 72 Months	Number of Payments: 72	Payment Period is "Monthly" unless otherwise noted here:	_____
Advance Payment:	$ _____ applied to: ☐ 1st Payment	☐ Last Payment	☐ 1st and Last Payments
Security Deposit:	$ _____	Documentation / Processing Fee: $125.00	
End of Term Purchase Option	(shall be Fair Market Value unless another option is checked):	☐ Fair Market Value	☑ 1$ Buyout

In this agreement (as amended from time to time, the "Lease"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the lessor, Elm City Capital, LLC "Supplier" means the equipment supplier named above. This Lease represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and the Supplier) are not binding on Us.

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. You promise to pay to Us all Lease Payments in accordance with the payment schedule set forth above, plus all other amounts stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment
adjustment.

2. LEASE TERM; AUTOMATIC RENEWAL. This Lease is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You have a $1.00 End of Term Purchase Option, You shall notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term (the "Notice Period") that You intend to purchase or return all of the Equipment at the end of such Present Term or: (a) this Lease will automatically renew for an additional one-year period** (each, a **"Renewal Term"**), and (b) the payment terms and other terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to purchase or return all of the Equipment at the end of a Present Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Present Term, or (ii) return the Equipment pursuant to Section 12 promptly following the end of the Present Term. For any "Fair Market Value" End of Term Purchase Option, then the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Initial Term and for any and all Renewal Terms.**

3. UNCONDITIONAL OBLIGATION. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your duty to perform Your obligations hereunder is absolute and unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to make all payments and fully perform under this Lease.

4. LEASE PAYMENTS. Lease Payments, plus applicable taxes and other charges provided for herein, are payable by the due date set forth on Our invoice to You. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (defined in Section 10) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of this Lease. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or $29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. You shall pay Us a returned check or non-sufficient funds charge of $40.00 for any returned or dishonored check or draft. If the Lease Payments include amounts owed to a Vendor pursuant to a separate contract, You acknowledge that We may increase the portion of Your Lease Payment attributable to such maintenance charges by up to 10% annually. If a Vendor has agreed to ship supplies to You pursuant to a separate contract, You acknowledge that We may (on behalf of such Vendor) bill You for any supply freight fee that such Vendor charges for shipping
supplies to You.

5. INDEMNIFICATION. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys fees') made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that the transaction documented in this Lease is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You
hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including
any disclaimers and limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Lease. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured" You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"). within 30 days of the Commencement Date. Such insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interest and the Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own ; or (B) We may charge You a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of Our credit risk and administrative and other costs, as would be further described in a letter from Us to You; We may make a profit on this program, if the Equipment is destroyed and We have not otherwise agreed in writing, You will pay to Us the Balance due (defined in Section 11). Any Proceeds of insurance will be paid to US and credited, at Our option, against any loss or damage. You authorize Us to sign on Your behalf and appoint us as Your attorney-in-fact to endorse in Your name any insurance drafts or checks issued due to loss or damage to the Equipment.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), levies assessments, license and registration fees and other governmental charges relating to this Lease or Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation processing fee as set forth on Page 1 (or as otherwise agreed to) to cover Our investigation , documentation and other administrative costs in originating this Lease. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during this Lease. You agree that the fees and other amounts payable under this Agreement may include a profit to Us.

11. DEFAULT. You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You otherwise breach or attempt to breach any other term, representation or covenant herein or in any other agreement between You and Us; (3) any of Your affiliates breaches any agreement between such affiliate(s) and Us; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence, dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a charge of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition and, as a result thereof, or for any other reason, We deem Ourselves insecure. If you default, You hereby acknowledge that We will suffer harm that will be impossible or very difficult to quantify with certainty. You and We therefore stipulate and agree that, if You default, We may exercise and or all of the following remedies, In Our sole discretion, which remedies You hereby agree are reasonable in light of the anticipated hardship to Us and are not intended to be a penalty: (A) cancel this Lease, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, and/or (D) require You to pay Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all remaining Lease Payments for the remainder of the Term discounted at a rate of 4% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i", "ii", and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as "Balance Due"). You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give you a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Lease shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and or use of any and all proprietary information residing on or within and Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If you are required to return the Equipment under this Lease, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of $250.00 The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until the Equipment is received by Us. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or with any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Lease shall be deemed fully executed and performed in the State of Lessor or its Assignee's principal place of business and shall be governed and construed in accordance with the laws thereof. You consent to and agree to the exclusive jurisdiction and venue of federal and state courts located in the State of Lessor or its Assignee's principal place of business. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Lease is greater than the amount allowed by law (as "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) and Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. INTERIM RENT. As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to Your first invoice.

15. DOLLAR PURCHASE; CASH PRICE; TIME PRICE. This Section only applies if You have a $1.00 End of Term Purchase Option. At the end of the Initial Term, You shall purchase the Equipment for one dollar ($1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all other amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Lease Payment amount shown above multiplied by the total number of Lease Payments to be paid over the Initial Term, plus $1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Lease Payment shall be deemed to include an amount of precomputed interest, (ii) the total precomputed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to $1.00 by applying all periodic Lease Payments as payments (and this rate calculation method assumes that each periodic Lease Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

16. MISCELLANEOUS. You shall furnish Us with current financial statements upon Our request. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed or copied signature may be treated as the original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

Customer: FAIRFIELD, TOWN OF	**Elm City Capital, LLC, Middletown, CT**
By: X **Date:**	**By:** X
Print Name:	**Print Name:**
BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS LEASE AND AGREES TO THE TERMS ON BOTH PAGES 1&2	**Date:**

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Lease Agreement Number dated as of , 20 (the "Lease"), is by and between Elm City Capital, LLC as lessor and Town of Fairfield, CT, as lessee. Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. Lessee's obligation with respect to rent that becomes due upon exercise of Lessor's remedies with respect to an Event of Default shall be limited to such amount permitted under applicable law.

5. The Lease and this Rider shall be governed by the laws of the state in which Lessee is located. Any provisions of the Lease or this Rider found to be prohibited by law shall be ineffective to the extent of

such prohibition without invalidating the remainder of the Lease or this Rider.

6. This Rider may be executed in several counterparts and all of which shall constitute but one and the same instrument.

7. This Rider shall be binding upon and inure to the benefit of the Lessee and Lessor and their respective successors and assigns.

8. Except as modified herein the Lease remains in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the day of , 20

LESSEE	LESSOR
By _____	By _____
Title _____	Title _____

LATE FEE RIDER

This Late Fee Rider to the Master Lease Agreement Number _____ dated as of, _____ ("the Lease"), is by and between Elm City Capital, LLC as lessor and Town of Fairfield, CT, as lessee.

Nothwithstanding anything contained in the lease to the contrary,

Lessor agrees to remove the late fee language contained in the lease in paragraph 4 (LEASE PAYMENTS), 4th sentence beginning with, "If We do not receive a payment in full on before it's due date…" through the end of the sentence.

This Rider may be executed in several counterparts and all of which shall constitute but one and the same instrument. This Rider shall be binding upon and inure to the benefit of the Lessee and Lessor and their respective successors and assigns.

Except as modified herein the Lease remains in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the day of , 20

LESSEE

By _____

Title _____

LESSOR

By _____

Title _____

Aztec
A to Z In Office Technology

Service Agreement

Customer Bill To				
Customer Name / Nbr: FAIRFIELD, TOWN OF / 782348 Address: 725 OLD POST ROAD City: FAIRFIELD State: CT Zip: 06824				
Networking Contact		**Manual Meter Contact**		
Name: David Kelley		**Name:**		
Email: DKelley@fairfieldct.org		**Email:**		
Phone: (203) 256-3047		**Phone:**		
Equipment				
Manufacturer	**Model/Serial**	**Monthly Click Allowance**	**Monthly Minimum Charge**	**Overage**
Canon & Sharp Fleet	22 Units (See Schedule A)	BW- 50000	BW- $250.00	BW- 0.005
		Color- 0	Color- $00.00	Color- 0.065
		BW-	BW- $00.00	BW-
		Color- 0	Color- $00.00	Color-
		BW-	BW- $00.00	BW-
		Color- 0	Color- $00.00	Color-
		BW-	BW- $00.00	BW-
		Color- 0	Color- $00.00	Color-
		BW-	BW- $00.00	BW-
		Color- 0	Color- $00.00	Color-
		BW-	BW- $00.00	BW-
		Color- 0	Color- $00.00	Color-

Agreement Type	Add to Existing Contract	Billing
LPDS (Fixed pricing for 72 Month Term)	N/A	Monthly

Customer Acceptance Customer has the authority to sign this agreement and agrees to the attached terms and conditions location on page 2 of this agreement.

*Contract is not valid until signed by both Aztec & Customer	**Print Customer Name and Title**
Joseph P. Kennedy **Aztec Service Manager Signature**	**Customer Signature**
Date 5/24/2024	**Date**

Aztec Service Agreement Terms and Conditions

1) Services- Aztec agrees to furnish travel, labor, parts and supplies (if contracted) for normal maintenance necessitated by the maunfacturer's sanctioned usage of the equipment. Service is provided at the locations listed in this agreement during Aztec's normal business hours of 8:00am to 5:00pm Monday-Friday. In the event the equipment is moved to a location not listed in this agreement, Aztec may (1) terminate service on the equiptment, (2) require the customer to pay an additional charge to service the equipment at the new location. Service calls after normal hours, weekends or holidays, when and if available, will be charged at overtime rates in effect at the time the service is provided. Aztec is not responsible for delays of service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Aztec may use any appropriate parts for safe & effective repair. All parts removed from a device are the property of Aztec.

2) Term- This agreement shall be effective on the date the equipment is delivered, if the newly installed equipment, otherwise on the commencement date listed on the contract and shall continue for a period of 12 months from the date. This agreement will automatically renew on the anniversary date for consecutive 12 month periods, unless a written cancellation notice is given, by the customer, 30 days prior to the end of the current term. Notice must be written and mailed to Aztec, Contracts Department, 35 Philmack Drive, Middletown, CT 06457 or emailed to Maintenancecontracts@aztecoffice.com. Notice provided by any other means or to any other address is insufficient to cancel a service contract. This agreement is non-cancellable by the customer during any annual or renewal term. Customer agrees to pay the periodic charges, including all of the base charges required under the contract and any overage charges and upon failure to do so, Aztec, may (1) terminate the agreement (2) refuse to service the equipment or furnish supplies, (3) recover damages as a result thereof, including collection and attorney's fees. At the end of each anniversary date, the rate charged can increase, without written notice, to allow for cost increases. Aztec also reserves the right to cancel any service contract with 30 days written notice. In the event of cancellation, of this agreement for any reason, unused supplies and parts shall be the property of Aztec. Any supplies or parts not returned to Aztec will be billed to the customer and the customer agrees to pay for the unused supplies and parts that have not been returned to Aztec.

3) Invoicing- Aztec will invoice customer in accordance with this agreement. Services under this agreement are invoiced in advanced, as a base charge, and these serbices are considered earned and due when invoiced. Overages, which are clicks made in excess of the applicable click allowance are invoiced at the end of the period and will appear on your next statement. All overages are considered earned and due when invoiced. All invoices are due and payable monthly. Customer will also pay an additional .005 per scan, in the event that scans exceed clicks.

4) Meter Reads- Customer understands it is their responsibility to provide meter readings, for every billing cycle, to Aztec. For efficient and accurate meter reads Aztec provides specialized software, free of charge that reports current meter readings on print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Customer will provide Aztec a Software Meter Contact.In the event Customer declines to install the meter read software on any or all devices, a fee of $10.00 per non-reporting device, per month, will be charged on Customer's service invoicing, the fee will be removed for each device reporting on the meter read software. In the event that meter reads cannot be accessed electronically, Customer agrees to provide a Meter Contact for manual meter reads, who will be responsible for providing manual meter reads to Aztec. Customer agrees to update Aztec to any change in the Software Meter Contact of the Manual Meter Contact. Manual meter reads are due within 5 days of the meter reading date we specify. In the event a meter read is not provided, you agree that we may estimate the number of prints/scans made during the applicable period. If Aztec is required to perform a physical meter read, Aztec may charge you for this service. If an actual meter read is later received, which necessitates and adjustment to the customer's account, the adjustment will be made to the next periods invoice.

5) Supplies/Parts- If supplies/parts are included in this agreement they will be shipped to the customer on an as need basis. Supplies are shipped based on the number of clicks made since the last supply was issued. Customer is responsible for the supplies shipped under this agreement. Aztec will not provide supplies that exceed the amount of clicks made during a given period. Unused supplies are the property of Aztec, and should be returned to Aztec at the conclusion of this agreement. Any additional supplies needed beyond what is included in this agreement, will be billed at the then prevailing rate.

6) **PDF-** Parts Disposal Fee. Aztec will dispose of any used parts, supplies and cleaning materials in accordance with Federal and State regulations covering such disposal. To comply with these regulations, Aztec will charge a fee on each service invoice to cover the annual cost of compliance.

7) **Exclusions-** This agreement does not cover:

a) Service necessitated by the malfunction of non OEM parts, supplies or other attachments unless authorized by Aztec.

b) Repairs, cleanings and parts replacement necessitated by the improper instillation or use of supplies, software, PM kits, operating systems or foreign agents.

c) Exterior Hardware, including, but not limited to: doors, covers, hinges, operations panels, stands, wheels, exit trays, document lids, ADF and finisher covers, staplers, paper cassettes, manual feed trays, instruction manuals, drivers, which may become broken, lost or damaged.

d) Cabling or external wiring.

e) Staples or paper

f) Physical damage due to Acts of God, including but not limited to floods, lighting strikes, earthquakes, hurricanes and tornadoes.

g) Moves- Equipment moves are not covered under this service agreement. In addition, any service that may be required as a result of a move not performed by Aztec, including networking services are not covered under this agreement. Aztec will provide moving services under a separate agreement and at an additional cost to the customer.

h) Expenses incurred, supplies consumed, or clicks made in the course of malfunctioning equipment or while service is being performed, are non-recoverable.

8) **Customer Responsibilities-** Customer agrees to:

a. Provide environmental conditions and electrical power required by the equipment manufacturer. Customer will provide a surge suppressor or line conditioner, if needed, and requested by Aztec, for the proper functioning of the equipment.

b. Notify Aztec in advance of any equipment being moved, if the move is not performed by Aztec. Any service necessitated by the movement of equipment, not performed by Aztec is not covered under this agreement and will be billed separately.

9) **Networking/ Connectivity-** Aztec will provide network/connectivity service under this agreement to insure that the equipment under contract is capable of printing and scanning as a connected device in accordance with the manufacturers specifications. Both parties agree that the equipment is performing properly, if an Aztec technician can print to the device and scan from the device using the technician's laptop. Network/ Connectivity services that are required to trouble shoot the customers network connection are not included as a service under this agreement and will require the purchase of a separate Network /Connectivity Agreement from Aztec.

10) **Entire Agreement-** Customer specifically agrees that NO OTHER representation, or warranties other than those set forth specifically in writing herein have been made and that this writing constitutes the entire agreement. This agreement cannot be modified except in writing signed by a duly authorized officer of Aztec and the customer. This agreement is non-transferable and non-refundable. Customer agrees that serial numbers will be added to the agreement at time of delivery.

1	782348	FAIRFIELD, TOWN OF	782348	Fairfield - SIH	TBD	[illegible]	SIH 1ST FLOOR	TBD	TBD	TBD	38584	IR ADV C5560i	SIH 1ST FLOOR	2HT01944
2	782348	FAIRFIELD, TOWN OF	782348	Fairfield - SIH	TBD	[illegible]	SIH 2ND FLOOR	TBD	TBD	TBD	38583	IR ADV 6555i	SIH 2ND FLOOR	XNM02200
3	782348	FAIRFIELD, TOWN OF	905914	Fairfield Fire Dept	TBD	[illegible]	FIRE DEPT	TBD	TBD	TBD	38501	IR ADV 6555i	FIRE DEPT	XNM02188
4	782348	FAIRFIELD, TOWN OF	928527	Fairfield HR Department	TBD	[illegible]	HR DEPT	TBD	TBD	TBD	38656	IR ADV C5535i	HR DEPT	2KJ02599
5	782348	FAIRFIELD, TOWN OF	1039331	Fairfield Old Town Hall	TBD	[illegible]	TOWN CLERK'S OFFICE	TBD	TBD	TBD	38502	IR ADV 6555i	TOWN CLERK'S OFFICE	XNM02195
6	782348	FAIRFIELD, TOWN OF	927935	Fairfield Police Department	51790	IR-ADV DX C5860i	RECORDS DEPT	3FW02889	TBD	TBD	N/A			
7	782348	FAIRFIELD, TOWN OF	927935	Fairfield Police Department	51789	IR-ADV DX C5860i	PD - 2nd floor (Chief's Office)	3FW03106	TBD	TBD	N/A			
8	782348	FAIRFIELD, TOWN OF	927935	Fairfield Police Department	TBD	[illegible]	SPECIAL SERVICES	TBD	TBD	TBD	38585	IR ADV C5560i	SPECIAL SERVICES	2HT01981
9	782348	FAIRFIELD, TOWN OF	927935	Fairfield Police Department	TBD	[illegible]	DETECTIVE BUREAU	TBD	TBD	TBD	38586	IR ADV C5560i	DETECTIVE BUREAU	2HT01971
10	782348	FAIRFIELD, TOWN OF	1039072	Fairfield Probate Court	TBD	[illegible]	PROBATE COURT	TBD	TBD	TBD	36996	IR-ADV 4535i	PROBATE COURT	XVZ04664
11	782348	FAIRFIELD, TOWN OF	844165	Fairfield Public Library	51794	IR-ADV DX C3930i	LIBRARY	4TA01381	TBD	TBD	N/A			
12	782348	FAIRFIELD, TOWN OF	844165	Fairfield Public Library**	38581	IR ADV 4525i	CHILDREN'S AREA**	2RW01118	TBD	TBD	N/A			
13	782348	FAIRFIELD, TOWN OF	844165	Fairfield Public Library**	38598	MX-4071	PATRON AREA**	8509463X00	TBD	TBD	N/A			
14	782348	FAIRFIELD, TOWN OF	1015680	Fairfield Public Library - Fairfield Woods Branch	TBD	[illegible]	PATRON AREA	TBD	TBD	TBD	38580	IR ADV 4525i	PATRON AREA	2RW01117
15	782348	FAIRFIELD, TOWN OF	1015247	Fairfield Public Works Dept	51787	IR-ADV DX C5840i	PUBLIC WORKS	3GE07257	TBD	TBD	N/A			
16	782348	FAIRFIELD, TOWN OF	1240042	Fairfield Recreation Dept	TBD	[illegible]	RECREATION DEPT	TBD	TBD	TBD	38565	IR-ADV 4535i	RECREATION DEPT	XVZ04671
17	980397	1121830	980397	Fairfield Regional Fire School	51792	IR-ADV DX C5840i	REG FIRE SCHOOL	3GE07296	TBD	TBD	N/A			
18	782348	FAIRFIELD, TOWN OF	782348	Fairfield Senior Center	51786	IR-ADV DX C5840i	SENIOR CENTER	3GE07365	TBD	TBD	N/A			
19	782348	FAIRFIELD, TOWN OF	1083072	Fairfield Senior Center	51785	IR-ADV DX 4835i	SOCIAL SERVICE OFFICE	4TH00727	TBD	TBD	N/A			
20	782348	FAIRFIELD, TOWN OF	1086178	Fairfield Tax Assessor	TBD	[illegible]	TAX ASSESSOR'S OFFICE	TBD	TBD	TBD	38648	IR-ADV 4545i	TAX ASSESSOR'S OFFICE	2QD01409
21	782348	FAIRFIELD, TOWN OF	994613	Fairfield Tax Collector	TBD	[illegible]	TAX COLLECTOR	TBD	TBD	TBD	38500	IR-ADV 4535i	TAX COLLECTOR	XVZ04680
22	1121830	1121830	1121830	Fairfield WPCF	51788	IR-ADV DX C5840i	WPCF	3GE07299	TBD	TBD	N/A			

13 Color; 9 Mono

Doesn't show up on FMA report (Judicial Network?)

Color Equipment



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20384716			14	9/18/24	$ 1,539.51	Equipment needs refresh
CPC - Mono	40,913	$ 0.007			$ 286.39	FMV Lease
CPC - Color	12,421	$ 0.0874			$ 1,085.60	CPC Rates not Fixed
100-4784248-003			8	9/1/28	$ 1,998.98	Lease Terms an Issue
CPC - Mono	15,438	$ 0.0053			$ 81.82	$1 Buyout Lease
CPC - Color	9,778	$ 0.0661			$ 646.33	CPC Rates Fixed
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□□□ □□ □□□ □□□□ □□□l□ □ □□ **Customer Chose This Option**

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□□□□ on□□□□e□□e			20	7/1/30	$ 4,373.88	Single $1 Buyout Lease
12 New Units						No Fees
8 Existing Units						CPC Rates Fixed
2 Library Units	***Keep In Place (Owned)****		2			Fairfield Woods Upgraded
□e□vice□□□ee□ en□□□□□□□□Inc□□e□□□□□□ □□ ono□□ on□□□□□i□e□□□ce□□□□						□□□□□□□e□□□□□o□o□□ □□□□□□□e□□
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CPC - Mono	56,351	$ 0.0050	$ 250.00	$ 31.76	$ 281.76	$1 Buyout Lease
CPC - Color	22,199	$ 0.0650			$ 1,442.94	CPC Rates Fixed
□□□□□□□□□□ □□□□□ □ □□□□□			22		□□□□□□□□□□	$ (459.95)

**** 2 Library units would be owned and on SA only.***

Coin Ops are very old and may not be functional at some point.

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1. Single Lease Agreement - $1 Buyout, 72 months	(Sign and Date Page 2)	$4,373.88	Mo.
1-A. Municipal Rider (Fund Out Clause)	(Date 2 Places, Sign Page 2)		
1-B. No Fee Rider (No Late Fees)	(Date 2 Places, Sign Page 1)		
2. Service Agreement	(Sign and Date Page 1)	$250.00	Mo.
Includes 50,000 Mono Copies/Prints per month; excess (50,001+) Mono @ $.005;			
Color Copies/Prints billed @ $.065 each; fixed pricing for term of contract (72 months)			
(Estimated CPC budget based on historical volume data =		$1,474.70	Mo.
$250 Base + $1,442.94 Color + $31.76 Excess Mono)			
		□□□□□□□□□	Mo.

Contract:

Canon USA - Copiers | Copiers, fax, multi-function printers, micrographic products and collaboration solutions

Overview | Information | Awarding Agency | Ordering Instructions | Documentation

Contract Name	**Canon USA - Copiers**
Contract Description	Copiers, fax, multi-function printers, micrographic products and collaboration solutions
Awarded Vendor	Canon U.S.A., Inc.
Contract Number	533902-038
Awarded By	Central Susquehanna Intermediate Unit, IU #16
Begin Date	Jan 01, 2023
End Date	Dec 31, 2025
Line Items	Shop These Line Items (Item Count: 5250)

Canon U.S.A., Inc.

One Canon Park
Melville, NY 11747 USA

Phone: (972) 409-7895
Fax:
https://mycanonconnection.usa.canon.com/retails_assets/State/Contracts/PEPPM/index.html

About Us

Technology

Copiers / Multi-Function Printers (MFPs) / Multi-Function Devices (MFDs) / Single function printers / Scanners / Large Format Printers / Wide Format Printers / Plotters / Production printers / Digital press printers / Inkjet printers / A3 / A4 / Managed Print Services (MPS) / Document Management software / Output management software / Workflow software / Finishing software / Digital Camcorders / Multimedia Projectors / Video Visualizer / Digital Origin (tm) editing software / web cameras / networking devices / security cameras / Virtual imaging and more.

AWARDED CONTRACTS and ANY resellers:

Canon USA - Copiers
Advanced Business Systems, Inc.
American Business Machines
Ameritel Communications Corp
Applied Innovation
Ashley's Business Solutions, Inc
Aztec Office LLC
Berkshire Graphics Inc
Bluegrass Office Systems,

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Thursday, 16th day of May, 2024, the Purchasing Authority awarded Bid number 2024-66 Combined Cleaning Services – Town of Fairfield to both Champion Maintenance & Construction, Fairfield, CT and SMG Corporate Services, Shelton, CT to provide all labor, material, equipment, and all else necessary for comprehensive cleaning services. The selected contractors will be responsible for daily cleaning tasks, emergency on-call services, and maintaining high standards of cleanliness throughout the Town as specified in the bid document and based on the submitted attached bid pricing.

Champion Maintenance & Construction, Fairfield, CT:

Sullivan Independence Hall, H. Smith Richardson, Fairfield Recreation Center, WPCF, DPW, Fairfield Museum, Bigelow Senior Center, Old Town Hall, Penfield Pavilion (2025), Fire Training Facility, Burr Mansion, Transfer Station:	**$195,036.00/year**

SMG Corporate Services, Shelton, CT

Fairfield Police Station	**$ 56,957.28/year**

Estimated Total 2024-2025:	**$251,993.28/year**

The funds will be taken from account: #01005030-54010

The award of this contract to both Champion Maintenance & Construction and SMG Corporate Services, may be subject to the review and approval of the Board of Selectmen.

William A. Gerber, First Selectman

Adam B. Tulin, Director of Purchasing

BID # 2024.66
DESC Combined Cleaning Services
DATE 4/23/2024
TIME 11:00 AM

Town of Fairfield Bid Results

		SMG Corporate Services Shelton, CT		Champion Maintenance and Construction, LLC Fairfield, CT		The Kennedy Collective Trumbull, CT	
Item 1	**Sullivan Independence Hall (35,000 Square Feet)** **725 Old Post Road**						
	General Daily Tasks (Monday through Friday) Number of employees working daily	$2,226.29/month 1	$26,715.48	$1,971.00/month 1	$23,652.00/year	$ 4,438.49/ month 2	(x12) $53,261.92 /year
Item 2	**Police Department,** 100 **Beef Road (58,000 Square Feet)**						
	I. General Daily Tasks (Monday – Friday): DAY CREW						
	Base Bid - Daily Services: Number of employees working daily Holiday Rate Upcharge (added to monthly invoice)	$1,936.17/month 1 $125.00/holiday	$23,234.04/year	$1,986.00/month 1 $33.00/hour	$23,832.00/year	$6,995.56/month 3 No upcharge for holidays	(x12) $83,946.72/year
	General Daily Tasks (Monday – Friday): NIGHT CREW						
	Base Bid – Daily Services: Number of employees working daily Holiday Rate Upcharge (added to monthly invoice)	$2,810.27/month 2 $185.00/holiday	$33,723.24/year	$2,943.00/month 2 $33.00/hour	$35,316.00/year	$6,995.56/month $3.00 No upcharge for holidays	(x12) $83,946.72/year
	II. Emergency On-call Clean-up Services **Provide hourly rates based on three-hour minimum charge with minimum (12) hour notice for specialized cleaning project services for cell areas and patrol cars.**						
	Monday to Friday:						
	Cleaning of Police Vehicles	$35.00/hour 8am to 5pm	$40.00/hour 5pm to 8am	$30.00/hour 8am to 5pm	$33.00/hour 5pm to 8am	$32.40/hour 8am to 5pm	$54.70/hour 5pm to 8am
	Cleaning of Cell Areas:	$35.00/hour 8am to 5pm	$40.00/hour 5pm to 8am	$30.00/hour 8am to 5pm	$33.00/hour 5pm to 8am	$32.40/hour 8am to 5pm	$54.70/hour 5pm to 8am
	Weekends and Public Holidays:						
	Cleaning of Police Vehicles:	$55.00/hour 8am to 5pm	$60.00/hour 5pm to 8am	$30.00/hour 8am to 5pm	$33.00/hour 5pm to 8am	$32.40/hour 8am to 5pm	$54.70/hour 5pm to 8am
	Cleaning of Cell Areas	$55.00/hour 8am to 5pm	$60.00/hour 5pm to 8am	$30.00/hour 8am to 5pm	$33.00/hour 5pm to 8am	$32.40/hour 8am to 5pm	$54.70/hour 5pm to 8am
Item 3	**II. South Richardson Golf Course Clubhouse,** **2425 Morehouse Highway (7,559 Square Feet)** Note: This is a Seasonal Facility. The Base bid shall be from Mid-March to Mid-December						
	I. General Daily Tasks (7 days a week): Number of employees working daily Holiday Rate Upcharge (added to monthly invoice) II. Off-Season Request (December 16th through March 14th) (1 day per week) Holiday Rate Upcharge (added to monthly invoice)	$2,062.43/month 1 $125/holiday $125.00/visit $125.00/holiday	$24,749.10/year	$1,725.00/month 1 $33.00/hour $60.00/visit $33.00/hour	$20,700.00/year	$3408.91/month 2	$40,906.92/year
Item 4	**II. Smith Richardson Maintenance Building** 385 **Hayden Hill**						
	Friday evenings/General Daily Tasks Number of employees working daily	$366.20/month 1	$4,394.40/year	$304.00/month 1	$3,648.00/year	$455.19/month 1	$5,462.26/year
Item 5	**Fairfield Recreation Center,** **75 Mill Plain Road (9,090 Square Feet)**						
	I. General Daily Tasks (Sunday – Friday) Number of employees working daily	$4,613.02/month 2	$55,356.24/year	$1,479.00/month 1	$17,748.00/year	$2,990.84/month 2	$35,890.08/year
Item 6	**Water Pollution Control Facility,** **330 Richard White Way (2,000 Square Feet)**						
	I. General Daily Tasks (Monday – Friday) Number of employees working daily	$1,447.10/month 1	$17,365.20/year	$740.00/month 1	$8,880.00/year	$1,411.41/month 1	$16,877.54/year
Item 7	**Department of Public Works Garage, 899 Richard White Way (8,000 Square Feet)**						
	I. General Daily Tasks (Mondays, Wednesdays, Fridays) Number of employees working daily	$930.20/monthly 1	$11,162.40/year	$887.00/month 1	$10,644.00/year	$1406.46/month	$16,877.54/year
Item 8	**Fairfield Museum and History Center,** **370 Beach Road (3,400 Square Feet)**						
	All services are to be performed Tuesday and Friday, inclusive, except holidays. Number of employees working daily	$601.25/month 1	$7,215.00/year	$397.00/month 1	$4,764.00/year	$851.10/month 1	$10,213.22/year
Item 9	**The Bigelow Senior Center (20,000 Square Feet)** 100 **Mona Terrace**						
	I. General Daily Tasks (Monday – Friday) Number of employees working daily Additional hourly rate	$2,584.25/monthly 1 $25.00/hour	$31,010.97/year	$2,465.00/month 1 $30.00/hour	$29,580.00/year	$2,022.08/month 2	$24,264.97/year
Item 10	**Old Town Hall,** **611 Old Post Road (19,668 Square Feet)**						
	I. General Daily Tasks (Monday – Friday): Number of employees working daily	$2,185.07/month 1	$26,220.84/year	$1,479.00/month 1	$17,748.00/year	$4,217.16/month 2	$50,605.96/year
Item 11	**Penfield Pavilion (AFTER FEBRUARY 2025)** 323 **Fairfield Beach Road**						
	ballroom/hallway/2 bathrooms Number of employees working daily Holiday Rate Upcharge (added to monthly invoice)	$1,556.11/month 1 $100.00/holiday	$18,673.32/year	$1,479.00/month 1 $30.00/hour	$17,748.00/year	$762.40/month 1	$9,148.84/year
Item 12	**Fire Training Facility (15,000 Square Feet)** 205 **Richard White Way**						
	Monday/Wednesday/Friday evenings Number of employees working daily	$976.56/month 1	$11,718.72/year	$887.00/month 1	$10,644.00/year	$4,217.16/month 2	$50,605.96/year
Item 13	**Burr Mansion 739 Old Post Road (12,535 Square Feet)**						
	May to November 1x/week - Thursday Number of employees working daily.	$674.62/month 1	$8095.43/year	$411.00/month 1	$4,932.00/year	$797.17/month 1	$9,565.63/year
Item 14	**Transfer Station Scale House** 898 **Richard White Way**						
	General Daily Tasks Tuesday/Friday after 3:30 pm Number of employees working daily	$340.03/month 1	$4080.33/year	$304.00/month 1	$3,648.00/year	$439.78/month	$5,277.39/year
Add on's	**Additional Services/ Services Upon Request:**						
	Wash interior and exterior windows	$10.00/window		10.00/window		.50/SF	
	Strip and wax VCT floors	.25/SF		.25/SF		.43/SF	
	Shampoo carpeting	.40/SF		.15/SF		.59/SF	
	Strip and wax resilient flooring. Provide three (3) coats 25% finish:	.25/SF		.25/SF		.35/SF	
	Wash down all walls with Trisodium Phosphate (TSP) heavy duty cleaner.	.25/SF		$30.00/hour		.16/SF	
	Dust all Venetian blinds:	$3.00/blind		$30.00/hour		$4.00/per blind	
	Clean both sides of exterior windows in office & fitness areas	.18/SF		$30.00/hour		.50/SF	
	Steam clean all carpeted areas	.18/SF		$30.00/hour		.33/SF	
	Shampoo upholstered chairs	$7.00/chair		$10.00/chair		$4.00/chair	
	Strip and re-buff resilient floors:	.18/SF		.25/SF		.35/SF	
	Remove window treatments (blinds/shades) and related fixtures where installed. Wash thoroughly and reinstall	$30/blind		$15.00/blind		$24.15/per blind	
	Clean light fixtures and change light bulbs as required in Dining Room – excluding fluorescent lighting in corridors. Bulbs will be supplied by the Town of Fairfield	$30.00/hour		$30.00/hour		$32.40/hour	
	Scrub and clean entrance tile	.18/SF		.20/SF		.34/SF	
	On-call Service w/ 12-Hour Response. Submit flat rate based on minimum four hours, including call-out and travel	$25.00hour during business hours $40.00/hour after hours		$30.00/hour during business hours $33.00/hour after hours		$54.70/hour during business hours $77.17/hour after hours	

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2024-66

Combined Cleaning Services - Town of Fairfield Facilities

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted April 23rd 2024.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

First Selectman

Director of Purchasing

4/2/2024
Date

Bidder:

Service Management Group dba SMG Corporate Services
Doing Business As (Trade Name)

25 Controls Drive
Address

Shelton, CT 06484
Town, State, Zip

Ms. Michelle Michaud, VP of Business Development
(Mr/Ms) Name and Title, Printed

Signature

203-954-6557 203-402-0385
Telephone Fax

mmichaud@smgcorporateservices.com
E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00 am, Tuesday, 23rd April, 2024

To provide labor, materials, equipment and all else necessary to perform custodial services for all Town of Fairfield locations listed as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "**BID #2024-66**" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

REVISED
BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Michelle Michaud, SMG Corporate Services *have received the following contract documents,*

1. BID Document **#2024-66,**
2. Posted addenda (if any) numbered 1 *thru* 2, posted at **www.fairfieldct.org/purchasing.htm**

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

1. Sullivan Independence Hall, 725 Old Post Road (35,000 Square Feet)

General Daily Tasks (Monday through Friday) $ $2,226.29 / month (x12) $ $26,715.48 **/year**

Number of employees working daily 1

2. Police Department, 100 Reef Road (38,000 Square Feet)

I. General Daily Tasks (Monday – Friday): **DAY CREW** (before 4:00 pm)

Base Bid – Daily Services: $ $1,936.17 /month (x12) $ $23,234.04 **/year**

Number of employees working daily – (minimum 1) 1

Holiday Rate Upcharge $ 125.00 / holiday (Shall be added to monthly invoice

II. General Evening Tasks (Monday – Friday) **NIGHT CREW** (after 4:00 pm)

Base Bid – Nightly Services: $ $2,810.27 /month (x12) $ $33,723.24 **/year**

Number of employees working nightly -(minimum 2) 2

Holiday Rate Upcharge $ 185.00 / holiday (Shall be added to monthly invoice

II. Emergency On-call Clean-up Services

Provide hourly rates based on a four-hour minimum charge with a minimum (12) hour notice for specialized cleaning project services for cell areas and patrol cars.

Monday to Friday:

Cleaning of Police Vehicles:	$ 35.00 /hour – **8am to 5pm**	$ 40.00 /hour – **5pm to 8am**
Cleaning of Cell Areas:	$ 35.00 /hour – **8am to 5pm**	$ 40.00 /hour – **5pm to 8am**

Weekends and Public Holidays:

Cleaning of Police Vehicles:	$ 55.00 /hour – **8am to 5pm**	$ 60.00 /hour – **5pm to 8am**
Cleaning of Cell Areas:	$ 55.00 /hour – **8am to 5pm**	$ 60.00 /hour – **5pm to 8am**

3. H. Smith Richardson Golf Course Clubhouse, 2425 Morehouse Highway (7,550 Square Feet)
Note: This is a Seasonal Facility. The Base bid shall be from Mid-March to Mid-December.

I. General Daily Tasks (7 days): $ $2,062.43 /month (x12) $ $24,749.10 **/year**

Number of employees working daily 1

Holiday Rate Upcharge $ 125.00 / holiday (Shall be added to monthly invoice

II. Off-Season Request (December 16th through March 14th) $ 125.00 / visit

Holiday Rate Upcharge $ 125.00 / holiday (Shall be added to monthly invoice

4. H. Smith Richardson Maintenance Building, 385 Hoydens Lane (square feet)

I. General Daily Tasks (Friday evenings): $ $366.20 /month (x12) $ $ 4,394.40 **/year**

Number of employees working daily 1

5. Fairfield Recreation Center, 75 Mill Plain Road (9,090 Square Feet)

I. General Daily Tasks (Sunday – Friday): $ $4,613.02 /month (x12) $ $55,356.24 **/year**

Number of employees working daily 2

6. Water Pollution Control Facility, 330 Richard White Way (2,000 Square Feet)

I. General Daily Tasks (Mondays through Fridays): $ $1,447.10 /month (x12) $ $17,365.20 **/year**

Number of employees working daily 1

7. Department of Public Works Garage, 899 Richard White Way (8,000 Square Feet)

I. General Daily Tasks (Mondays, Wednesdays, Fridays): $ $930.20 /month (x12) $ $11,162.40 **/year**

Number of employees working daily 1

8. Fairfield Museum and History Center, 370 Beach Road (3,400 Square Feet)

I. All services are to be performed **Tuesday and Friday**, inclusive, except holidays.

$ $601.25 /month (x12) $ $ 7,215.00 **/year**

Number of employees working daily 1

9. The Bigelow Senior Center, 100 Mona Terrace (20,000 Square Feet)

I. General Daily Tasks (Monday – Friday):

Base Bid – Daily Services: $ $2,584.25 /month (x12) $ $31,010.97 **/year**

Additional hourly rate $ 25.00

Number of employees working daily 1

10. Old Town Hall, 611 Old Post Road (Alternate) (19,688 Square Feet)

I. General Daily Tasks (Monday – Friday):

Base Bid – Daily Services: $ $2,185.07 /month (x12) $ $26,220.84 **/year**

Number of employees working daily 1

11. Penfield Pavilion AFTER FEBRUARY 2025 (7,000 Square Feet) $ $1,556.11 /month (x12) $ $18,673.32 **/year**

Number of employees working daily 1

Holiday Rate Upcharge $ 100.00 / holiday (Shall be added to monthly invoice

12. Fire Training Facility (15,000 Square Feet)(Mon/Wed/Fri evenings) $ $976.56 /month (x12) $ $11,718.72 **/year**

Number of employees working daily 1

13. Burr Mansion, (7,000 Square Feet)(1x/week) $ $674.62 /month (x12) $ $ 8,095.43 **/year**

Number of employees working daily 1

14. Transfer Station Scale House (600 Square Feet) $ $340.03 /month (x12) $ $ 4,080.33 **/year**

Number of employees working daily 1

Additional Services/ Services Upon Request:	**Amount UOM***
Wash interior and exterior windows	$ 10.00 / window
Strip and wax VCT floors	$ .25 / sq. ft.
Shampoo carpeting	$ .40 / sq. ft.
Strip and wax resilient flooring. Provide three (3) coats 25% finish:	$ .25 *per* sq.ft.
Wash down all walls with Trisodium Phosphate (TSP) heavy-duty cleaner:	$ .25 *per* sq. ft.
Dust all Venetian blinds:	$ 3.00 *per* blind
Clean both sides of all exterior windows in office areas and fitness area:	$ .18 *per* sq. ft.
Steam clean all carpeted areas:	$ .18 *per* sq. ft.
Shampoo upholstered chairs:	$ 7.00 /each (per upholstery)
Strip and re-buff resilient floors:	$ .18 /sq. ft.
Remove window treatments (blinds/shades) and related fixtures where installed. Wash thoroughly and re-install:	$ 30.00 /each (per blind)
Clean light fixtures and change light bulbs as required in Dining Room – excluding fluorescent lighting in corridors. Bulbs will be supplied by the Town of Fairfield.	$ 30.00 /hour
Scrub and clean ceramic tile.	$ .18 /sq.ft.

On-call Service w/ 12-Hour Response. Submit flat rate based on minimum four hours, including call-out and travel.

$ 35.00 /hour – Business Hours. Based on minimum four hours, including call out fee and travel time.

$ 40.00 /hour – After Hours. Based on minimum four hours, including call out fee and travel time.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.
The Town of Fairfield reserves the right to award the bid with multiple items:

a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;

b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;

c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST
The following must be submitted with proposal:

- ☐ Cover page, completed and signed.
- ☐ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☐ Signed and submitted with modified pricing if requested.
- ☐ List of references where projects performed of comparable size and scope within the past three years.
- ☐ Schedule of values.
- ☐ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- ☐ **Bid Bond or equal approved security.**

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Michelle Michaud, VP of Business Development		4/19/2024
Name and Title of Authorized Representative (Printed)	Signature	Date

REQUIRED INFORMATION

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256·3060
FAX (203) 256·3080

ADDENDUM #1
BID #2024-66
Combined Cleaning Services – Town of Fairfield

12th April 2024 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions, and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. **Due to construction, Penfield Pavilion is closed and we were unable to access the bathrooms, hall or ballroom during our sitewalk.**

   If you would like to see the space, please visit the website: Penfield Pavilion Webpage

2. **Behind the Bigelow Senior Center, 100 Mona Terrace, there is a separate module with 6 offices and two bathrooms. Pricing should be included in the 5-hour daily duties for the Bigelow Senior Center.**

End of Addendum #1

Company:SMG Corporate Services Name: Michelle Michaud Signature: M. Michaud Date: 4/19/2024

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256·3060
FAX (203) 256·3080

ADDENDUM #2
BID #2024-66
Combined Cleaning Services – Town of Fairfield

17th April 2024 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions, and clarifications become part of the Contract Documents, including pricing as submitted.

Questions:

1. **Who is the current cleaning company/companies? What are the the current prices for cleaning?**

   Response: *We currently have two cleaning services, Champion and SMG. The pricing can be found in the bid results. Please follow the link to the archived bids. Click on the 2017-2018 folder and look for bid 2018-29 Combined Cleaning Services to find the submitted pricing.*

   Archived Bids

2. **I would like to get the last awarded bid amount for the cleaning of the Town of Fairfield.**

   Response: *Please refer to the answer in question #1.*

3. **Police Department, Smith Richardson and Smith garage cleaning requirements on the Bid Proposal Form don't match the scope of work for the locations.**

   Response: *Please use this link to the REVISED Bid Proposal Form.* *REVISED Bid Submission Form*

4. **Is this contract for one year or three years?**

   Response: *this contract is initially awarded for one year with the option for 4 mutually agreed-upon renewals.*

5. **Are there certain hours that cleaning needs to be provided for any of the locations or generally after hours / any specific start -finish times required ?**

   Response: *Times, if necessary, are listed in the scope of work for each location, but usually the evening times are 5 pm – 8 pm. Daytime cleanings usually start at noon but when awarded, you can confirm with the manager of the location.*

End of Addendum #2

Company: SMG Corporate Services Name: Michelle Michaud Signature: M. Michaud Date: 4/19/2024

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company Central CT State University — Phone 860-832-2343

Contact Person Steve Van Voorhis — Cell

Company Address 1615 Stanley Street New Britain, CT 06050 — Email

Project, Location, & Date Completed Janitorial Services, Ongoing.

REFERENCE #2:

Name of Company Wesleyan University — Phone 860-685-3763

Contact Person Jeff Sweet — Cell

Company Address 170 Long Lane Middletown, CT 06459 — Email

Project, Location, & Date Completed Janitorial Services, Ongoing.

REFERENCE #3:

Name of Company Uconn Health Center and Medical School — Phone 860-679-6259

Contact Person George Moses — Cell

Company Address 263 Farmington Ave Farmington, CT 06062 — Email

Project, Location, & Date Completed Janitorial Services , Ongoing

REFERENCE #4:

Name of Company Pratt & Whitney — Phone 860-250-9954

Contact Person Zoraida Ferguson — Cell

Company Address Multiple Locations — Email

Project, Location, & Date Completed Janitorial Services, Ongoing

REFERENCE #5:

Name of Company CBRE — Phone 860-343-2983

Contact Person Bob Levitt — Cell

Company Address Middletown, CT 06457 — Email

Project, Location, & Date Completed Janitorial Services, Ongoing

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company N/A _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

SUBCONTRACTOR #2:

Name of Company N/A _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

SUBCONTRACTOR #3:

Name of Company N/A _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

SUBCONTRACTOR #4:

Name of Company N/A _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Service Management Group LLC dba SMG Corporate Services
25 Controls Drive, Shelton, CT 06484

as Principal, hereinafter called the Principal, and Platte River Insurance Company
PO Box 5900, Madison, WI 53705

a corporation duly organized under the laws of the State of NE
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Fairfield
725 Old Post Road, Independence Hall, Fairfield, CT 06824

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid #2024-66, Combined Cleaning Services - Town of Fairfield Facilities

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of April , 2024

(Witness)
Debra Crowe

Service Management Group LLC dba SMG Corporate Services
(Principal) (Seal)
By: MANAGING MEMBER
(Title)

(Witness)

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Platte River Insurance Company
(Surety) (Seal)
By: Julia C. McElligott
Attorney-in-Fact Julia C. McElligott (Title)

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

Bid Bond
Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY,** a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Julia C. McElligott
Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

$ See Bond Form for Bid Bond on behalf of Service Management Group LLC dba SMG Corporate Services
Bond Amount — Bond Number — Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED,** that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Todd Burrick
Chief Underwriting Officer

PLATTE RIVER INSURANCE COMPANY

Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY,** the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY,** a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 23rd day of April, 20 2024.

Suzanne M. Broadbent
Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CERTIFICATE OF INSURANCE

Client#: 2209011 150SMGCORP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Emily Booth	
McGriff Insurance Services LLC 150 South Warner Rd Ste 460 King Of Prussia, PA 19406-2639 610 279-8550	PHONE (A/C, No, Ext): 610 279-8550	FAX (A/C, No): 610 279-8543
	E-MAIL ADDRESS: ebooth@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Company	16535
INSURED Service Management Group LLC dba SMG Corporate Services 25 Controls Drive Shelton, CT 06484-6111	INSURER B : Markel American Insurance Company	28932
	INSURER C : Everest National Insurance Co	10120
	INSURER D : Hartford Fire Insurance Company	19682
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	GLO292527702	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Oth Car	X	X	BAP292527803	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	MKLM6MM70000861	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC292527603	03/01/2024	03/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Excess Liability	X	X	XC4EX00295231	03/01/2024	03/01/2025	$5,000,000/$5,000,000	
	Self Insured Rete						$10,000	
D	Crime			39BDDHC1701	03/08/2024	03/08/2025	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Bid Purposes Only

Evidence of Coverage

CERTIFICATE HOLDER	CANCELLATION
Service Management Group LLC 25 Controls Dr. Shelton, CT 06484	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

THANK YOU

SMG IS AT YOUR SERVICE AND READY TO DELIVER

RELIABILITY AT EVERY LEVEL





RELIABILITY AT EVERY LEVEL℠

CLEANING & JANITORIAL

PROPERTY MAINTENANCE

SECURITY SERVICES & TRAINING

BACKGROUND SCREENING & INVESTIGATIONS

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Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2024-66

Combined Cleaning Services - Town of Fairfield Facilities

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted 4/19/24 2024.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

First Selectman

Director of Purchasing

4/2/2024
Date

Bidder:

Champion Maintenance & Construction, LLC
Doing Business As (Trade Name)

750 Commerce Drive
Address P.O. Box 320204

Fairfield, CT 06825
Town, State, Zip

Arturo Gravina, Director of Operations
(Mr/Ms) Name and Title, Printed

Signature

203-572-6589 N/A
Telephone Fax

Agravina@champservicesllc.com
E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00 am, Tuesday, 23rd April, 2024

To provide labor, materials, equipment and all else necessary to perform custodial services for all Town of Fairfield locations listed as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "**BID #2024-66**" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) invites qualified cleaning service contractors to provide all labor, material, equipment, and all else necessary for comprehensive cleaning services. The selected contractor will be responsible for daily cleaning tasks, emergency on-call services, and maintaining high standards of cleanliness throughout the Town as specified.

PRE-BID MEETING

A site meeting will commence at **10:00am**, **Sullivan Independence Hall**, **725 Old Post Road, Fairfield, Connecticut** on **Thursday, 11th April, 2024** for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

Pre-bid Schedule

1.	Independence Hall,	725 Old Post Road	10:10- 10:20 am
2.	Burr Mansion,	739 Old Post Road	10:25-10:35 am
3.	Fairfield Museum,	370 Beach Road	10:40-10:50 am
4.	Old Town Hall,	611 old Post Road	10:55-11:05 am
5.	Penfield Pavilion,	323 Fairfield Beach Road	11:15- 11:25 am
6.	Fire Training,	205 Richard White Way	11:35-11:45 am
7.	WPCF,	330 Richard White Way.	11:55-12:05 pm
8.	Scale House,	470 Richard White Way	12:10-12:15 pm
9.	DPW,	899 Richard White way	12:20-12:30 pm
10.	Senior Center,	100 Mona Terrace	12:40-12:50 pm
11.	Police Dept.	100 Reef Road.	1:00- 1:15 pm
12.	Recreation,	75 Mill Plain Road.	1:25- 1:35 pm
13.	HSR Maintenance Garage	385 Hoydens Lane	1:50- 2:00 pm
14.	HSR Clubhouse,	2425 Morehouse Highway	2:00- 2:15 pm

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at http://www.fairfieldct.org/purchasing

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **4:30 pm** on **Tuesday, 16th April 2024.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Pru O'Brien, Buyer

pobrien@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **17th April 2024** to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

Any bid submitted without such security will be excluded from the bidding process, no exceptions.

GENERAL CONDITIONS

1. The Contractor shall be responsible for supplying all cleaning products to perform the work and shall provide a copy of the Material Safety Data Sheet to the respective department.
2. All cleaning products and chemicals must be in compliance with OSHA standards.
3. Contractor shall be responsible for supplying own equipment (i.e. vacuums, mops, buckets, cleaning carts, etc.) and all cleaning products required to perform the work, unless otherwise noted.
4. The Town will supply all paper products (i.e. toilet paper, paper towels for dispensers), hand soap and sanitizer, and trash liners.
5. The Contractor will be responsible for routinely emailing inventory list to the Maintenance Manager.
6. Employees, including substitutes, must be assigned permanently to the contract. The Contractor shall notify the assigned Department Manager, or designee, with 24 hour notice of any personnel changes to the regular shift. Contractor must provide onsite supervision for all cleaning personnel, at all times.
7. Bidders shall include a list of all applicable subcontractors employed by the Contractor including respective labor rates in their bid submittals. All subcontractors are subject to approval by the Town. Subcontractors must furnish liability insurance. Contractor may be requested to provide licenses/permits/certification where applicable in order to perform the work, including all subcontractors.
8. Employees (full time staff and substitutes) shall be assigned permanently to the contract and may be required to submit fingerprints.
9. The Contractor shall be responsible for resolving service issues, including any damages to furnishings and fixtures, building structure and grounds, resulting from the work performed as part of this contract.
10. Contractor must provide supervision for all cleaning personnel at all times.
11. The Town of Fairfield will not accept receipt of work performed unless all specifications and services stated in the bid document have been accommodated and/or approved by the DPW Manager of Facilities. The Contractor shall be required to correct any nonconforming issues, at no expense to the Town of Fairfield.
12. The Contractor shall be responsible for any repairs to damaged buildings, grounds and/or fixtures resulting from any work performed as part of this contract, and should identify any leaks or broken fixtures, etc., to the designated manager at each location.
13. Three (3) references are required to be submitted with the proposal for similar scope contracts performed.
14. All doors and windows must be locked prior to setting the alarm at completion of each shift. This includes disengaging the alarm prior to commencing each shift. Contractor shall be responsible for all fees incurred for building alarm callbacks at the Department of Public Works (DPW) rate of time and one half (approximately $130.00).
15. The regular schedule includes work on all public holidays <u>except</u> for the following:

- Easter Sunday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day

<u>I. General Daily Tasks</u>

- Empty all interior and exterior waste and recycling receptacles, and remove waste to a designated disposal area on premises.
- Dust all office furniture and horizontal surfaces up to 60" high.
- Clean and dust all desktop computer equipment.
- Dust all moldings, chair rails, etc.
- Vacuum all carpeting, including areas beneath desks and tables.
- Dust / spot mop all resilient tile floors using chemically treated mops (excluding the Water Pollution Control Facility).
- Clean elevator cab and tracks.

- Sweep all stairs and stair landings, and clean hand railings; spot-mop as necessary.
- Clean and remove fingerprints from partition glass; dust partition tops and sides
- Clean entrance door glass.
- Spot clean walls, doors and doorways.
- Spot clean interior windows as needed.
- Wipe down counters, appliances and sink in kitchen.
- Wash drinking fountains.
- Clean stainless steel trim and hand railings.
- Secure all windows and doors upon completion of work.
- Extinguish all but designated night-lights upon completion of work.
- Clean all drinking fountains and coolers.
- Vacuum heat/air returns and registers.

Lavatory Daily Tasks:

- Sweep and mop floors using proper disinfectants, rinse and dry.
- Wash basins, urinals and bowls with proper disinfectant; wash both sides of toilet seat with approved germicidal detergent solution.
- Clean and disinfect all counter tops, sinks, mirrors, piping, commodes and seat hinges.
- Polish mirrors, powder shelves, bright work, including flushometers, piping and toilet seat hinges.
- Damp-wipe walls, wall fixtures and partitions. All surfaces are to be free of watermarks and fingerprints, etc.
- Empty all waste receptacles and clean sanitary disposal receptacles; remove waste to a designated disposal area on premises.
- Damp-wipe exterior lavatory waste receptacles.
- Fill toilet tissue, soap and towel dispensers with supplies.
- Clean slop sinks; return all equipment and supplies to storage location upon completion of work.
- Secure all windows and doors upon completion of work.
- Extinguish all but designated night-lights upon completion of work.
- Sweep and wash floor using proper disinfectants.
- Polish mirror, powder shelves, bright work, including flushometers, piping and toilet seat hinges.
- Wash basins, urinals and bowls with proper disinfectant.
- Wash both sides of toilet seat with approved germicidal detergent solution.

II. Additional Services (Upon Request):

These services shall be performed upon request only and shall not be included in the general conditions and are NOT part of the Base Bid. The Contractor shall provide additional services upon request for all items as defined below. These services may be requested multiple times per year, or as deemed necessary by the Facilities Manager. Not all services may be requested in any given instance. Costs for additional services are not to be included under Regular Schedule.

- Spray-buff resilient floors
- Strip and wax resilient flooring. Provide three (3) coats 25% finish.
- Dust all Venetian blinds
- Spot-clean carpet stains
- Wash interior and exterior windows.
- Strip and wax vinyl composition tile floors.
- Shampoo all carpeting.
- Shampoo all upholstered furniture.
- Wash down all walls with Trisodium Phosphate (TSP) heavy-duty cleaner.
- Steam clean all carpeted areas.
- Clean light fixtures and change light bulbs as required. Bulbs will be supplied by Town of Fairfield.
- Scrub and clean ceramic tile.

Town Facilities

The General Conditions and General Daily Task shall apply to all facilities listed. Additional requirements such as work hours and special requests are listed under each location.

1. **Sullivan Independence Hall, 725 Old Post Road (35,000 Square Feet)**

General Daily Tasks (Monday – Friday):

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- Perform all general conditions, daily tasks and lavatory cleaning Monday through Friday.
- Assist in setup and cleanup after evening meetings; lock and secure the facility no later than 11:30 p.m. A weekly meeting schedule will be posted in Sullivan Independence Hall.

2. **Police Department, 100 Reef Road (38,000 Square Feet)**

General Daily Tasks (Monday – Friday: **Employees will need a fingerprint-supported background check ($75 each employee)**

Give Day and Night pricing for all tasks.

I. General Conditions and Daily Tasks:

1. Perform all general conditions, daily tasks, and lavatory cleaning Monday through Friday.
2. Provide pricing monthly for the entire range of services. The pricing proposal form should be completed and submitted with the proposal.
3. Maintain a schedule of one (1) employee for four (4) hours during the day and two (2) employees for a minimum of three (3) hours in the evening (after 4 pm), with task scheduling developed in coordination with FPD supervisors.
4. Evening shift work shall not commence prior to 4:00 pm each day or without written authorization by the assigned FPD supervisor.

II. Specific Cleaning Tasks: (Monday – Friday)-**No vacuuming is to be done before 4:00 pm unless requested.**
In addition to general condition cleaning, the following tasks specific to the listed areas shall be completed:

1. Public Areas, Offices, Hallways, Break Areas, etc.:
    - Dust lights and closed-circuit TV cameras.
    - Empty interior and exterior garbage containers and ashtrays.
    - Dust all furniture and fixtures.
    - Vacuum/Mop all floors.
    - Clean all glass on doors (interior and exterior) and windows (exterior).
2. Classroom:
    - Vacuum floors and wipe down tables.
    - Dust fixtures and equipment.
3. Shooting Range:
    - Vacuum/Mop tiles floors in common areas
    - Vacuum Office in Range
    - Sweep the floor in shooting area
4. Booking Area and Cell Blocks:
    - Vacuum and mop floors.
    - Wipe down all countertop space and desks with disinfectant.
    - Dust all furniture and fixtures.
5. Cell Blocks / Detention Area:
    - Clean Mattresses (wipe down with disinfectant)
    - Mop floors
    - Wipe down/clean walls, sink/toilet.
    - Clean Plexiglas on bars.
    - Clean shower facilities.
6. Public and Private Lavatories:
    - Fill all soap and towel/paper towel dispensers, and replace soap cartridges.
    - Replace urinal cakes and air freshener categories.
    - Clean toilets and sinks
    - Clean mirrors.
    - Replace and stock toilet paper and air freshener supplies.
7. Locker Rooms
    - Vacuum/Mop all floors.
    - Dust all furniture and fixtures.

- Clean mirrors.
- Clean and sanitize all shower stalls, including recessed areas and fixtures.
- Refill soap/shampoo

8. Gymnasium:
   - Vacuum/Mop all floors.
   - Wipe down gym equipment, remove dust, and clean mirrors.
   - Clean mirrors and fixtures
9. Stairwells:
   - Sweep and damp mop clean all stairs and landings in all stairwells.
   - Spot clean walls and doors.

III. Additional Requirements:

1. Fill all soap and towel/paper towel dispensers, and replace soap cartridges throughout the entire building when needed.
2. Vacuum/mop the entire building, including all offices, hallways, etc. This includes all carpet and vinyl flooring daily.
3. Check exterior for garbage and debris, empty interior and exterior garbage containers.
4. Check garages for garbage and cleanliness. Sweep garages.
5. Maintain inventory of supplies and notify Administrative Services Personnel for the need of additional cleaning supplies.
6. Dust all furniture and fixtures.
7. Clean all glass on doors (interior and exterior) and windows (exterior).
8. Clean/wipe down door handles.

IV. Emergency On-call Clean-up Services:

1. Emergency on-call clean-up services must be provided within twelve hours of notice. Pricing shall be listed as a price per visit on the Pricing Proposal Form.
2. Provide specialized clean-up services for cell areas and patrol cars. Cleaning may be required for expelled bodily fluids (blood, vomit, urine, etc.) with minimum twelve (12) hour notice. Rates are to be based per a four-hour minimum.
3. An on-call cleaning service must be provided by the Contractor within twelve hours of notice. Provide flat hourly rate based on minimum four (4) hours. Hourly rate must be inclusive of call-out fee and travel time.
4. Prior to commencing the work, the Contractor may be required to supply a list of cleaning products that are to be used for specialized cleaning projects to cell areas and patrol cars for removal of blood, urine, etc. The awarded contractor should provide a bio hazard specialist or trained personnel for these projects.

V. General Notes:

1. Estimated building square footage: Basement 8,771 / First Floor 14,067 / Second Floor 15,776.
2. Vinyl Composite Tile (VCT) in various locations. (Total area not known.)
3. There are approximately 70 venetian blinds.
4. Average dimensions for cinder block walls are 8 ft. x 20 ft.
5. Total carpeted area is approximately 11,000 sq. ft.
6. Average dimensions and quantities of interior and exterior windows are not known.

3. H. Smith Richardson Golf Course Clubhouse, 2425 Morehouse Highway (7,550 Square Feet)

Note: This is a Seasonal Facility. The Base bid shall be from Mid-March to Mid-December.

General Daily Tasks (7 days/week): Dining Room, Corridors, Locker Room, Meeting Room, and Lavatories.

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- Dust and clean all hardwood flooring in dining room, including partitioned section surrounding the bar and fire place. All areas accessible underneath furniture are to be dusted and cleaned.
- Clean and sanitize gang shower stall in Men's locker room, including glass door.
- Clean and sanitize Women's shower stalls.
- Mop lavatory floors using disinfectant, rinse and dry.

Weekly Service:

1. Damp wipe walls, fixtures, and partitions, and remove all hand prints and grime, etc.
2. Dust all furniture, including lockers, moldings and ledges.
3. Dust all window treatments and fixtures where installed.

Off-Season (16th December – 14th March): Light cleaning 2x a month will be needed in the following areas:

- Entrance corridor
- Main corridor
- Conference Room

Some additional services will be requested on an as-needed basis. The amount of days requested for "as needed" service will be determined by volume of restaurant traffic during the winter months. Areas to be serviced will be main dining area, Men's lavatory, Women's lavatory, and ADA lavatory. Service for these areas shall reflect the same scope of work under Base Bid for Daily & Weekly Services. Work will not be required in the Men's locker room, Women's meeting room, or any shower stalls.

Exclusions - The following areas are **NOT** required to be cleaned as part of the contract:

1. Kitchen.
2. Bar (directly behind counter and counter top).
3. Pro Shop
4. Pro Shop Office

Notes:

1. Base Bid: Work shall be performed from approximately 15th March through 15th December, seven days per week.
2. Off Season: Work shall be performed from 16th December through 14th March, on an "as needed" basis (per request).
3. The awarded contractor may determine the work schedule with the DPW Manager of Facilities. Schedule must be arranged in order for cleaning personnel not to intrude upon restaurant patrons or golf traffic in locker rooms, etc.
4. Contractor shall determine own level of staff required to perform the work while meeting all requirements as specified.
5. Access to the building will be granted to the successful bidder upon award of contract.
6. Lavatories:
    - Men's Lavatory: (2) toilets, (2) urinals, (3) wash basins, (1) gang shower stall w/ four shower heads located in locker room.
    - Women's Lavatory: (2) toilets, (2) wash basins, (2) shower stalls located in meeting room.
    - ADA Lavatory: (1) toilet, (1) wash basin.

4. H. Smith Richardson Maintenance Building, 385 Hoydens Lane

General Daily Tasks – (Fridays only)

Sweep/mop/wipe down

- 2 bathrooms (sinks & urinals)
- 1 Break Room
- 1 Office – including tables and desks

5. Fairfield Recreation Center, 75 Mill Plain Road (9,090 Square Feet)

General Daily Tasks:

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- Regular Schedule: The Contractor shall be responsible for cleaning the Recreation Center, Sunday through Friday, and for locking and alarming the building upon completion each evening.
- Monday through Friday: Work shall commence no earlier than 8:30pm. Lock and alarm the building upon completion of shift. The fitness center closes at 9:30pm; however, Contractor may commence work in lobby, office areas, and kitchen, etc.
- Sunday: Work shall commence no earlier than 3:30pm. Lock and alarm the building upon completion of shift. The fitness center closes at 5:00pm; however, Contractor may commence work in lobby, office areas, and kitchen, etc.
- Personnel: It is strongly recommended that the Contractor assign minimum two (2) employees to clean the facility, including supervisory role. NOTE: No other person shall be permitted on the premises other than designated employees performing the work.

In addition to the general conditions, the Contractor shall perform the following services;

Front Office Area / Lobby

- Dust windowsills, radiators, bookshelves and file cabinets.
- Wipe down and clean counters.

Kitchen Area

- Clean sink.
- Wipe down appliances.
- Wipe counters.
- Mop floor. Mop/wash/polish once per week.

Activity Room & Conference Room

- Wipe counters.
- Straighten and wipe down furniture.
- Mop floor in Activity Room. Mop/wash/polish once per week.
- Vacuum floor in Conference Room.

Lavatory / Locker Rooms / Single ADA Lavatory

1. Mop floors every day.
2. Weekly – clean walls, tops and outside of lockers.
3. Monthly – clean inside of lockers.

Fitness Area & Equipment

1. Daily vacuuming of rugs and in between machines.
2. Daily vacuuming and cleaning under dumbbell racks.
3. Daily wipe down of machines, keeping them free of dust.
4. Daily cleaning of all treadmills and bikes, etc.
5. Physically move and vacuum under treadmills, bikes, stair masters, and cross trainers twice per month.
6. Wipe lower tracks on cross trainers on a daily basis.
7. Clean all areas where people may put their hands and feet on a daily basis.
8. Weekly – clean mirrors.
9. Monthly – high dusting of air vents and air ducts.

NOTE: This area requires detailed attention as described above due to high volume of traffic and use of equipment. The Contractor must provide sufficient and competent staff in order to thoroughly clean this area of the building.

6. Water Pollution Control Facility, 330 Richard White Way (2,000 Square Feet)

General Daily Tasks:

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- The Contract shall use a bleach delusion or equivalent approved EPA disinfectant.
- Start time shall be 4:00 pm
- The Contractor shall be responsible for cleaning the WPCF, Monday through Friday (five nights a week), and for locking and alarming the building upon completion each evening.
- Weeknights: Work shall commence no earlier than 4:00 pm. Lock and alarm the building upon completion of shift. The fitness center closes at 9:30pm; however, Contractor may commence work in lobby, office areas, and kitchen, etc.
- It is strongly recommended that the Contractor assign one (1) employee to clean the facility, including supervisory role.
- Note: Chemically treated mops are not to be used for the cleaning of any floors at the Water Pollution Control Facility.

General Maintenance

- All areas, where not specifically addressed, such as, but not limited to, hallways, corridors, vestibules, meeting rooms, recessed floor spaces, etc., shall be cleaned in accordance with all other areas as part of this contract.

Front Office Area / Lobby / Offices

- Wipe and disinfect all counters, visitor counter, desks, glass doors, glass partition, partition sill, and high touch surfaces including, but not limited to; tables, chairs, windowsill, window, phone, switch plates, doorknobs.
- Mop and disinfect floor.
- Clean and disinfect water fountain.
- Vacuum mats.
- Vacuum heat/air returns and registers.

SCADA Office

- Vacuum

- Disinfect phones and door knobs.

Conference Room
- Straighten, wipe and disinfect all counters and high touch surfaces including, but not limited to; tables, chairs, windowsill, window, phone, switch plates, doorknobs. (not marker board or bookshelf shelving)
- Vacuum carpet/floor in Conference Room.
- Vacuum heat/air returns and registers.

Kitchen Area
- Clean sink.
- Wipe down and disinfect all appliances and handles.
- Straighten, wipe and disinfect all counters and high touch surfaces including, but not limited to; tables, chairs, windowsill, window, phone, switch plates, doorknobs, water cooler, sinks, faucets, and cabinetry.
- Mop and disinfect floor.
- Vacuum heat/air returns and registers.

Lavatory / Locker Rooms / Single ADA Lavatory
Laboratory
- Clean sink.
- Wipe down and disinfect all cabinetry, doors, and handles, and all horizontal surfaces.
- Wipe and disinfect all counters and high touch surfaces including, but not limited to; tables, chairs, windowsill, window, phone, switch plates, doorknobs, sinks, and faucets.
- Mop and disinfect floor.
- Vacuum heat/air returns and registers.

Disinfectant: The Contract shall use a bleach dilution or equivalent approved EPA disinfectant.
- The Contractor shall prepare a chloride bleach disinfecting solution immediately before applying it to surfaces using unscented household bleach (5.25% concentration) and water. Once opened, household bleaches lose their effectiveness after thirty (30) days. Use a new, unopened bottle of bleach every thirty (30) days for preparing solution.
- Mix between 5 tablespoon and 25 tablespoons (1.5 cups) of bleach with one (1) gallon of water (solution concentration of 1000 – 5000 parts per million (ppm)) in a bucket designated for chemical use.
- Using spray bottle generously apply disinfectant to all affected surfaces.
- All desks, countertops, offices(5), lab and lunchroom need to wiped down with a disinfectant every night.

7. Department of Public Works Garage, 899 Richard White Way (8,000 Square Feet)

General Daily Tasks (Monday, Wednesday, Friday): 3 hours per night for a total of 9 hours per week – standard hours are 5 pm – 8 pm.

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- The Base bid is intended for the Administration section of the building and the lavatories in the Mechanic's Garage.

8. Fairfield Museum and History Center, 370 Beach Road (3,400 Square Feet)

General Daily Tasks:
- All services are to be performed **Tuesday and Friday during the hours of 3pm to 5:30 pm**, inclusive, except holidays.
- Client will provide holiday schedule.
- The Museum hosts special events and on occasion may require an alternate day for cleaning. The shall be no additional charge for any changes in schedule.
- Only top-quality products, vacuums, floor machines and cleaning implements shall be used in the janitorial operations. All our vacuums will have a protective cover to prevent nicks and dents on furniture.
- Maintain MSDS information on all chemicals in accordance with the Right to Know law.
- Report any faulty equipment to Supervisors, who will, in turn, report such items to Principal's Representatives.
- Cleaning Specifications for the following locations:

Offices	Meeting Hall
South Gallery	Kitchenette
Main Gallery	Lavatories
Library	Foyer
North Gallery	

Classroom
Reception Area
Shop
Hallways

9. The Bigelow Senior Center (20,000 Square Feet)

General Daily Tasks (Monday through Friday):

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- Hours shall be noon to 5PM, with one additional late night (Thursday) once per month.
- Perform all general conditions, daily tasks and lavatory cleaning Monday through Friday.
- Assist kitchen staff with dishwashing after lunch service
- Assist in setup and cleanup for afternoon social events and programs.
- Lock and secure the facility.

10. Old Town Hall, 611 Old Post Road (Alternate) (19,688 Square Feet)

General Daily Tasks (Monday – Friday):

- Pricing for these services shall be on a monthly basis and shall be listed on the Pricing Proposal Form.
- Perform all general conditions, daily tasks and lavatory cleaning Monday through Friday.
- Assist in setup and cleanup after evening meetings; lock and secure the facility no later than 11:30 p.m. A weekly meeting schedule will be posted in Old Town Hall.

11. Penfield Pavilion I 323 Fairfield Beach Road (7,000 Square Feet)
Under construction - scheduled to reopen late Jan/Feb 2025

General Daily Tasks (Monday through Friday)

12. Fairfield Regional Fire School, 205 Richard White Way (15,000 Square Feet) General Daily Tasks (Monday, Wednesday, and Friday) 3 hours per night for a total of 9 hours per week – standard hours are 5 pm – 8 pm.

A. General Cleaning Items for Classrooms and interior spaces

- Empty waste baskets in all classrooms, offices, restrooms, kitchen, and outdoor rear covered patio.
- Dust all furniture weekly
- Vacuum all carpeting daily
- Remove all fingerprints from all glass areas (doors, mirrors, windows, etc.)
- Clean and disinfect all drinking fountains
- Clean all windows and wipe blinds weekly (includes windowsills)
- Disinfect all door handles

B. Kitchen

- Clean sink
- Wipe down all appliances
- Wipe down all countertops
- Wipe down and straighten all chairs and tables
- Mop the floor once per week.
- Clean coffeepots and coffee makers

C. Bathroom/locker rooms

- Wipe counters
- Clean sink
- Clean and sanitize urinals and toilets
- Fill toilet paper, paper towels and soap dispensers
- Mop and sanitize floors daily
- Clean and Sanitize showers daily

- Clean Mirrors
- Replace urinal cakes every other week
- Clean walls weekly
- In the female restroom empty sanitary product disposal

D. Classrooms
- Wipe desk
- Straighten and wipe down furniture
- Vacuum floors
- Refill sign in sheets
- Clean white board with white board cleaner

E. Hallways, vestibules
- Mop floors weekly
- Vacuum carpeting

F. Outdoor patio area
- Wipe down all tables and chairs
- Sweep patio area
- Hose patio area off

G. Special Care:
- Special Event Cleaning – notice, timing
- High Dusting
- Tile Floor strip/wax?
- Outside windows

13. Burr Mansion, 739 Old Post Road (12,535 Square Feet): May – November 1x/week on Thursday. December – March 1x/month we really only need a cleaning once a month. I instruct them each week if they should do all 3 areas below or only 1 or 2 (depending on the previous weeks event) so we should probably get separate quotes.

A. 1st FLOOR / KITCHEN / RESTROOMS / FRONT PORCH
- Front and back door entrances (interior/exterior)
- Disinfect door handles
- Vacuum floor area rugs
- High and low dusting of horizontal surfaces
- Floor sweep/ vacuum
- Wet mop disinfecting of hard floor surfaces (wood and tile)
- Dusting of baseboards and windows
- Dispose of all garbage
- Clean walls
- Clean all metal surfaces
- Disinfect switches
- Disinfect toilets/sinks
- Wipe down stoves/oven
- Wipe down inside refrigerator/freezer
- Clean all kitchen sinks and area around grease trap
- Sweep and mop the front porch

B. 2nd FLOOR / RESTROOMS
- Disinfect door handles
- Vacuum floor area rugs
- High and low dusting of horizontal surfaces
- Floor sweep/ vacuum

- Wet mop disinfecting of hard floor surfaces (wood and tile)
- Dusting of baseboards and windows
- Dispose of all garbage
- Clean all metal surfaces
- Disinfect switches
- Disinfect toilets/sinks

C. TENT

- Vacuum
- Mop

D. MISC. (Extra Fee)

- Clean windows every April (inside and out)
- Deep clean twice a year (April and August)

14. Transfer Station Scale House, 898 Richard White Way (Tuesdays and Fridays)

General Daily Tasks after 3:30 pm:

- Dust, Vacuum
- Empty Garbage
- Clean toilet, sink and floor

REVISED
BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, Arturo Gravina *have received the following contract documents,*

1. BID Document #**2024-66**,
2. Posted addenda (if any) numbered #1 *thru* #2, posted at **www.fairfieldct.org/purchasing.htm**

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

1. Sullivan Independence Hall, 725 Old Post Road (35,000 Square Feet)

General Daily Tasks (Monday through Friday) $ 1,971 / month (x12) $ 23,652 **/year**

Number of employees working daily 1

2. Police Department, 100 Reef Road (38,000 Square Feet)

I. General Daily Tasks (Monday – Friday): **DAY CREW** (before 4:00 pm)

Base Bid – Daily Services: $ 1,986 /month (x12) $ 23,832 **/year**

Number of employees working daily – (minimum 1) 1

Holiday Rate Upcharge $ 33.00 per hour / holiday (Shall be added to monthly invoice

II. General Evening Tasks (Monday – Friday) **NIGHT CREW** (after 4:00 pm)

Base Bid – Nightly Services: $ 2,943 /month (x12) $ 35,316 **/year**

Number of employees working nightly -(minimum 2) 2

Holiday Rate Upcharge $ 33.00 per hour / holiday (Shall be added to monthly invoice

II. Emergency On-call Clean-up Services

Provide hourly rates based on a four-hour minimum charge with a minimum (12) hour notice for specialized cleaning project services for cell areas and patrol cars.

Monday to Friday:

Cleaning of Police Vehicles:	$ 30.00 /hour – **8am to 5pm**	$ 33.00 /hour – **5pm to 8am**
Cleaning of Cell Areas:	$ 30.00 /hour – **8am to 5pm**	$ 33.00 /hour – **5pm to 8am**

Weekends and Public Holidays:

Cleaning of Police Vehicles:	$ 30.00 /hour – **8am to 5pm**	$ 33.00 /hour – **5pm to 8am**
Cleaning of Cell Areas:	$ 30.00 /hour – **8am to 5pm**	$ 33.00 /hour – **5pm to 8am**

3. H. Smith Richardson Golf Course Clubhouse, 2425 Morehouse Highway (7,550 Square Feet)
Note: This is a Seasonal Facility. The Base bid shall be from Mid-March to Mid-December.

I. General Daily Tasks (7 days): $ 1,725 /month (x12) $ 20,700 /year

Number of employees working daily 1

Holiday Rate Upcharge $ 33.00 per hour / holiday (Shall be added to monthly invoice

II. Off-Season Request (December 16th through March 14th) $ 60.00 / visit

Holiday Rate Upcharge $ 33.00 per hour / holiday (Shall be added to monthly invoice

4. H. Smith Richardson Maintenance Building, 385 Hoydens Lane (square feet)

I. General Daily Tasks (Friday evenings): $ 304 /month (x12) $ 3,648 /year

Number of employees working daily 1

5. Fairfield Recreation Center, 75 Mill Plain Road (9,090 Square Feet)

I. General Daily Tasks (Sunday – Friday): $ 1,479 /month (x12) $ 17,748 /year

Number of employees working daily 1

6. Water Pollution Control Facility, 330 Richard White Way (2,000 Square Feet)

I. General Daily Tasks (Mondays through Fridays): $ 740 /month (x12) $ 8,880 /year

Number of employees working daily 1

7. Department of Public Works Garage, 899 Richard White Way (8,000 Square Feet)

I. General Daily Tasks (Mondays, Wednesdays, Fridays): $ 887 /month (x12) $ 10,644 /year

Number of employees working daily 1

8. Fairfield Museum and History Center, 370 Beach Road (3,400 Square Feet)

I. All services are to be performed **Tuesday and Friday**, inclusive, except holidays.

$ 397 /month (x12) $ 4,764 /year

Number of employees working daily 1

9. The Bigelow Senior Center, 100 Mona Terrace (20,000 Square Feet)

I. General Daily Tasks (Monday – Friday):

Base Bid – Daily Services: $ 2,465 /month (x12) $ 29,580 /year

Additional hourly rate $ 30.00

Number of employees working daily 1

10. Old Town Hall, 611 Old Post Road (Alternate) (19,688 Square Feet)

I. General Daily Tasks (Monday – Friday):

Base Bid – Daily Services: $ 1,479 /month (x12) $ 17,748 **/year**

Number of employees working daily 1

11. Penfield Pavilion AFTER FEBRUARY 2025 (7,000 Square Feet) $ 1,479 /month (x12) $ 17,748 **/year**

Number of employees working daily 1

Holiday Rate Upcharge $ 30.00 per hour / holiday (Shall be added to monthly invoice

12. Fire Training Facility (15,000 Square Feet)(Mon/Wed/Fri evenings) $** 887 /month (x12) **$ 10,644 **/year**

Number of employees working daily 1

13. Burr Mansion, (7,000 Square Feet)(1x/week) $ 411 /month (x12) $ 4,932 **/year**

Number of employees working daily 1

14. Transfer Station Scale House (600 Square Feet) $ 304 /month (x12) $ 3,648 **/year**

Number of employees working daily 1

Additional Services/ Services Upon Request:	**Amount UOM***
Wash interior and exterior windows	$ 10.00 / window
Strip and wax VCT floors	$ .25¢ / sq. ft.
Shampoo carpeting	$ .15¢ / sq. ft.
Strip and wax resilient flooring. Provide three (3) coats 25% finish:	$ .25¢ *per* Sq. Ft.
Wash down all walls with Trisodium Phosphate (TSP) heavy-duty cleaner:	$ 30.00 *per* hour
Dust all Venetian blinds:	$ 30.00 *per* hour
Clean both sides of all exterior windows in office areas and fitness area:	$ 30.00 *per* hour
Steam clean all carpeted areas:	$ 30.00 *per* hour
Shampoo upholstered chairs:	$ 10.00 /each (per upholstery)
Strip and re-buff resilient floors:	$ .25¢ /sq. ft.
Remove window treatments (blinds/shades) and related fixtures where installed. Wash thoroughly and re-install:	$ 15.00 /each (per blind)
Clean light fixtures and change light bulbs as required in Dining Room – excluding fluorescent lighting in corridors. Bulbs will be supplied by the Town of Fairfield.	$ 30.00 /hour
Scrub and clean ceramic tile.	$ .20¢ /sq.ft.

On-call Service w/ 12-Hour Response. Submit flat rate based on minimum four hours, including call-out and travel.

$ 30.00 /hour – Business Hours. Based on minimum four hours, including call out fee and travel time.

$ 33.00 /hour – After Hours. Based on minimum four hours, including call out fee and travel time.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.
The Town of Fairfield reserves the right to award the bid with multiple items:

a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;

b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;

c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST
The following must be submitted with proposal:

- ☑ Cover page, completed and signed.
- ☑ Addenda acknowledged per Item 2 on Bid Proposal Form, or
- ☑ Signed and submitted with modified pricing if requested.
- ☑ List of references where projects performed of comparable size and scope within the past three years.
- ☑ Schedule of values.
- ☑ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number. N/A
- ☑ **Bid Bond or equal approved security.**

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Arturo Gravina Director of Operations
Name and Title of Authorized Representative (Printed)

Signature

4/19/24
Date

REFERENCES

Provide reference details of most recent similar scope projects performed.

REFERENCE #1:

Name of Company Town of Westport
Phone
Contact Person Mr. Carmen A. Roda
Cell 203-993-5845
Company Address 260 Compo Road, Fairfield
Email croda@westportct.gov
Project, Location, & Date Completed Contract Cleaning - Ongoing

REFERENCE #2:

Name of Company The Westport Library
Phone
Contact Person Jesus Torrealba
Cell 203-644-8530
Company Address 20 Jesup Road, Westport
Email jtorrealba-aular@westportlibrary.org
Project, Location, & Date Completed Contract Cleaning - Ongoing

REFERENCE #3:

Name of Company Southington Public Schools
Phone
Contact Person Peter Romano
Cell 860-712-2730
Company Address 240 Main Street, Southington
Email promano@southingtonschools.org
Project, Location, & Date Completed Contract Cleaning - Ongoing
Derynoski Elementary, Kennedy Middle School, DePaolo Middle School

REFERENCE #4:

Name of Company Cornell Scott Hill Health Corp
Phone
Contact Person Craig Cesare
Cell 203-223-1684
Company Address 400 Columbus Avenue, New Haven
Email ccesare@cornellscott.org
Project, Location, & Date Completed Contract Cleaning - Ongoing
Multiple Locations (8)

REFERENCE #5:

Name of Company Skala Partners
Phone
Contact Person Niko Koutouvides
Cell 860-517-9423
Company Address 777 Commerce Drive, Fairfield
Email nikostclios@skalapartners.com
Project, Location, & Date Completed Contract Cleaning - Ongoing
777 Commerce Drive, 1375 Kings Highway, 1901 Kings Highway

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company N/A Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor $_____/hr Foreman $_____ /hr Journeyman $_____ /hr Apprentice $_____ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.

PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

BID PROPOSALS
Bid proposals are to be submitted in a **sealed envelope** and clearly marked on the outside **"BID #2024-66"** including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT
AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS
Questions concerning conditions, bidding guidelines and specifications **should be directed in writing** to:

Pru O'Brien, Buyer: pobrien@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received **no later than as indicated in the bid documents** prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES
Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of (120) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION
Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND
The **BID BOND** furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PAYMENT PROCEDURES
No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD
The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website; https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

INSURANCE

The Contractor shall not commence any work under the Contract until all insurance required by this section shall has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Town at least thirty (30) days prior to the expiration of the policy. All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for 5 years.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of $2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage $2,000,000
- Products/Completed Operations $2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

Umbrella Policy: An umbrella policy in the amount of $5,000,000, with respect to all operations the Contractor performs, is required.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The following entities shall be named as additional insureds on the General Contractor's and Subcontractors' Commercial General Liability, and Umbrella:

- Town of Fairfield, its officers, employees and agents.

Subcontractor's Insurance: . Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. **If the total amount of the project, including any current or future change orders, exceeds $100,000.00 all work is to be done in accordance with the Connecticut Department of Labor (CT DOL) rules and regulations; that is conditions of Prevailing Wage shall apply.** All current prevailing wage information may be accessed online at no cost at **http://www.ctdol.state.ct.us/** (The Town will apply the most current wage decision applicable at the time of contract award.)

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars ($100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars ($100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Exempt from State Sales Tax under State General Statues Chapter 219-Section 12-412 Subsection A.
No exemption certificates are required and none will be issued.
State-0531-806-000
Federal – 06-600-1998

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256·3060
FAX (203) 256·3080

ADDENDUM #1
BID #2024-66
Combined Cleaning Services – Town of Fairfield

12th April 2024 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions, and clarifications become part of the Contract Documents, including pricing as submitted.

New Information:

1. **Due to construction, Penfield Pavilion is closed and we were unable to access the bathrooms, hall or ballroom during our sitewalk.**

   If you would like to see the space, please visit the website: Penfield Pavilion Webpage

2. **Behind the Bigelow Senior Center, 100 Mona Terrace, there is a separate module with 6 offices and two bathrooms. Pricing should be included in the 5-hour daily duties for the Bigelow Senior Center.**

End of Addendum #1

Company: Champion Maintenance & Construction LLC Name: Arturo Gravina Signature: _____ Date: 4/19/24

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256·3060
FAX (203) 256·3080

ADDENDUM #2
BID #2024-66
Combined Cleaning Services – Town of Fairfield

17th April 2024 – It is intended that this Addendum incorporating the following corrections, revisions, additions, deletions, and clarifications become part of the Contract Documents, including pricing as submitted.

Questions:

1. **Who is the current cleaning company/companies? What are the the current prices for cleaning?**

   Response: *We currently have two cleaning services, Champion and SMG. The pricing can be found in the bid results. Please follow the link to the archived bids. Click on the 2017-2018 folder and look for bid 2018-29 Combined Cleaning Services to find the submitted pricing.*

   Archived Bids

2. **I would like to get the last awarded bid amount for the cleaning of the Town of Fairfield.**

   Response: *Please refer to the answer in question #1.*

3. **Police Department, Smith Richardson and Smith garage cleaning requirements on the Bid Proposal Form don't match the scope of work for the locations.**

   Response: *Please use this link to the REVISED Bid Proposal Form.* *REVISED Bid Submission Form*

4. **Is this contract for one year or three years?**

   Response: *this contract is initially awarded for one year with the option for 4 mutually agreed-upon renewals.*

5. **Are there certain hours that cleaning needs to be provided for any of the locations or generally after hours / any specific start -finish times required ?**

   Response: *Times, if necessary, are listed in the scope of work for each location, but usually the evening times are 5 pm – 8 pm. Daytime cleanings usually start at noon but when awarded, you can confirm with the manager of the location.*

End of Addendum #2

Company: champion Maintenance & Construction LLC Name: Arturo Gravina Signature: _____ Date: 4/19/24

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Champion Maintenance and Construction LLC
750 Commerce Drive
Fairfield, CT 06825

SURETY:
(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Town of Fairfield
725 Old Post Road
Fairfield, CT 06824

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Combined Cleaning Services - Town of Fairfield Facilities

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd **day of** April, 2024.

(Witness)

(Witness) Nicole Plourde

Champion Maintenance and Construction LLC
(Principal) *(Seal)*

By:
(Title)

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

By:
(Title) Craig H. Meeker, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: Bid Bond
Principal: Champion Maintenance and Construction LLC
Obligee: Town of Fairfield

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Craig H. Meeker its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$75,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1368394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April, 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
One Enterprise Drive, Suite 310
Shelton CT 06484

CONTACT NAME: Michelle DiLeonardo
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: michelle_dileonardo@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	12572
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHAMMAI-02
Champion Maintenance and Construction, LLC
301 Commerce Drive
Fairfield CT 06825

COVERAGES **CERTIFICATE NUMBER:** 906276634 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			S 2398404	3/31/2024	3/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Comp: $250 [X] Coll: $500			S 2398404	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			S 2398404	3/31/2024	3/31/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9082533	3/31/2024	3/31/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This Certifies

Champion Maintenance and Construction LLC

301 Commerce Drive Fairfield CT 06825

As a

Small Business Enterprise

February 15,2023 through February 15,2025

Owner(s):

Contact: Maria Iacono **Telephone:** Ext: **FAX:**

E-Mail: service@champservicesllc.com **Web Address:**

****Affiliate Companies:**

Meg Yetishefsky

Supplier Diversity Director

Stanley Kuntz

Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

BID # 2024-66
DESC Combined Cleaning Services
DATE 4/23/2024
TIME 11:00 AM

Town of Fairfield Bid Results

		SMG Corporate Services Shelton, CT	Champion Maintenance and Construction, LLC Fairfield, CT	The Kennedy Collective Trumbull, CT
Item 1	**Sullivan Independence Hall (35,000 Square Feet)** **725 Old Post Road**			
	General Daily Tasks (Monday through Friday)	**$2,226.29/month $26,715.48**	**$1,971.00/month $23,652.00/year**	**$ 4,438.49/ month (x12) $53,261.92 /year**
	Number of employees working daily	**1**	**1**	**2**
Item 2	**Police Department, 100** **Reef Road (38,000 Square Feet)**			
	I. General Daily Tasks (Monday – Friday): DAY CREW			
	Base Bid – Daily Services:	**$1,936.17/month $23,234.04/year**	**$1,986.00/month $23,832.00/year**	**$6,995.56/month (x12) $83,946.72/year**
	Number of employees working daily	**1**	**1**	**3**
	Holiday Rate Upcharge (added to monthly invoice)	**$125.00/holiday**	**$33.00/hour**	**No upcharge for holidays**
	General Daily Tasks (Monday – Friday): NIGHT CREW			
	Base Bid – Daily Services:	**$2,810.27/month $33,723.24/year**	**$2,943.00/month $35,316.00/year**	**$6,995.56/month (x12) $83,946.72/year**
	Number of employees working daily	**2**	**2**	**$3.00**
	Holiday Rate Upcharge (added to monthly invoice)	**$185.00/holiday**	**$33.00/hour**	**No upcharge for holidays**
	II. Emergency On-call Clean-up Services **Provide hourly rates based on three-hour minimum charge with minimum (12) hour notice for specialized cleaning project services for cell areas and patrol cars.**			
	Monday to Friday:			
	Cleaning of Police Vehicles:	**$35.00/hour 8am to 5pm $40.00/hour 5pm to 8am**	**$30.00/hour 8am to 5pm $33.00/hour 5pm to 8am**	**$32.40/hour 8am to 5pm $54.70/hour 5pm to 8am**
	Cleaning of Cell Areas:	**$35.00/hour 8am to 5pm $40.00/hour 5pm to 8am**	**$30.00/hour 8am to 5pm $33.00/hour 5pm to 8am**	**$32.40/hour 8am to 5pm $54.70/hour 5pm to 8am**
	Weekends and Public Holidays:			
	Cleaning of Police Vehicles:	**$55.00/hour 8am to 5pm $60.00/hour 5pm to 8am**	**$30.00/hour 8am to 5pm $33.00/hour 5pm to 8am**	**$32.40/hour 8am to 5pm $54.70/hour 5pm to 8am**
	Cleaning of Cell Areas:	**$55.00/hour 8am to 5pm $60.00/hour 5pm to 8am**	**$30.00/hour 8am to 5pm $33.00/hour 5pm to 8am**	**$32.40/hour 8am to 5pm $54.70/hour 5pm to 8am**
Item 3	**H. Smith Richardson Golf Course Clubhouse,** **2425 Morehouse Highway (7,550 Square Feet)** Note: This is a Seasonal Facility. The Base bid shall be from Mid-March to Mid-December.			
	I. General Daily Tasks (7 days a week):	**$2,062.43/month $24,749.10/year**	**$1,725.00/month $20,700.00/year**	**$3408.91/month $40,906.92/year**
	Number of employees working daily	**1**	**1**	**2**
	Holiday Rate Upcharge (added to monthly invoice)	**$125/holiday**	**$33.00/hour**	
	II. Off-Season Request (December 16th through March 14th) (1 day per week)	**$125.00/visit**	**$60.00/visit**	
	Holiday Rate Upcharge (added to monthly invoice)	**$125.00/holiday**	**$33.00/hour**	
Item 4	**H. Smith Richardson Maintenance Building 385** **Hoydens Hill**			
	Friday evenings/General Daily Tasks	**$366.20/month $4,394.40/year**	**$304.00/month $3,648.00/year**	**$455.19/month $5,462.26/year**
	Number of employees working daily	**1**	**1**	**1**
Item 5	**Fairfield Recreation Center,** **75 Mill Plain Road (9,090 Square Feet)**			
	I. General Daily Tasks (Sunday – Friday):	**$4,613.02/month $55,356.24/year**	**$1,479.00/month $17,748.00/year**	**$2,990.84/month $35,890.08/year**
	Number of employees working daily	**2**	**1**	**2**
Item 6	**Water Pollution Control Facility,** **330 Richard White Way (2,000 Square Feet)**			
	I. General Daily Tasks (Monday – Friday):	**$1,447.10/month $17,365.20/year**	**$740.00/month $8,880.00/year**	**$1,411.41/month $16,877.54/year**
	Number of employees working daily	**1**	**1**	**1**
Item 7	**Department of Public Works Garage, 899 Richard White Way** **(8,000 Square Feet)**			
	I. General Daily Tasks (Mondays, Wednesdays, Fridays):	**$930.20/monthly $11,162.40/year**	**$887.00/month $10,644.00/year**	**$1406.46/month $16,877.54/year**
	Number of employees working daily.	**1**	**1**	
Item 8	**Fairfield Museum and History Center,** **370 Beach Road (3,400 Square Feet)**			
	All services are to be performed Tuesday and Friday, inclusive, except holidays.	**$601.25/month $7,215.00/year**	**$397.00/month $4,764.00/year**	**$851.10/month $10,213.22/year**
	Number of employees working daily	**1**	**1**	**1**
Item 9	**The Bigelow Senior Center (20,000 Square Feet) 100** **Mona Terrace**			
	I. General Daily Tasks (Monday – Friday):	**$2,584.25/monthly $31,010.97/year**	**$2,465.00/month $29,580.00/year**	**$2,022.08/month $24,264.97/year**
	Number of employees working daily	**1**	**1**	**2**
	Additional hourly rate	**$25.00/hour**	**$30.00/hour**	
Item 10	**Old Town Hall,** **611 Old Post Road (19,688 Square Feet)**			
	I. General Daily Tasks (Monday – Friday):	**$2,185.07/month $26,220.84/year**	**$1,479.00/month $17,748.00/year**	**$4,217.16/month $50,605.96/year**
	Number of employees working daily	**1**	**1**	**2**
Item 11	**Penfield Pavilion (AFTER FEBRUARY 2025) 323** **Fairfield Beach Road**			
	ballroom/hallway/2 bathrooms	**$1,556.11/month $18,673.32/year**	**$1,479.00/month $17,748.00/year**	**$762.40/month $9,148.84/year**
	Number of employees working daily	**1**	**1**	**1**
	Holiday Rate Upcharge (added to monthly invoice)	**$100.00/holiday**	**$30.00/hour**	
Item 12	**Fire Training Facility (15,000 Square Feet) 205** **Richard White Way**			
	Monday/Wednesday/Friday evenings	**$976.56/month $11,718.72/year**	**$887.00/month $10,644.00/year**	**$4,217.16/month $50,605.96/year**
	Number of employees working daily	**1**	**1**	**2**
Item 13	**Burr Mansion 739 Old Post Road (12,535 Square Feet)**			
	May to November 1x/week - Thursday	**$674.62/month $8095.43/year**	**$411.00/month $4,932.00/year**	**$797.17/month $9,565.63/year**
	Number of employees working daily.	**1**	**1**	**1**
Item 14	**Transfer Station Scale House 898** **Richard White Way**			
	General Daily Tasks Tuesday/Friday after 3:30 pm	**$340.03/month $4080.33/year**	**$304.00/month $3,648.00/year**	**$439.78/month $5,277.39/year**
	Number of employees working daily	**1**	**1**	
Add on's	**Additional Services/ Services Upon Request:**			
	Wash interior and exterior windows	**$10.00/window**	**10.00/window**	**.50/SF**
	Strip and wax VCT floors	**.25/SF**	**.25/SF**	**.43/SF**
	Shampoo carpeting	**.40/SF**	**.15/SF**	**.59/SF**
	Strip and wax resilient flooring. Provide three (3) coats 25% finish:	**.25/SF**	**.25/SF**	**.35/SF**
	Wash down all walls with Trisodium Phosphate (TSP) heavy-duty cleaner:	**.25/SF**	**$30.00/hour**	**.16/SF**
	Dust all Venetian blinds:	**$3.00/blind**	**$30.00/hour**	**$4.00/per blind**
	Clean both sides of exterior windows in office & fitness areas.	**.18/SF**	**$30.00/hour**	**.50/SF**
	Steam clean all carpeted areas:	**.18/SF**	**$30.00/hour**	**.33/SF**
	Shampoo upholstered chairs:	**$7.00/chair**	**$10.00/chair**	**$4.00/chair**
	Strip and re-buff resilient floors:	**.18/SF**	**.25/SF**	**.35/SF**
	Remove window treatments (blinds/shades) and related fixtures where installed. Wash thoroughly and reinstall	**$30/blind**	**$15.00/blind**	**$24.15/per blnd**
	Clean light fixtures and change light bulbs as required in Dining Room – excluding fluorescent lighting in corridors. Bulbs will be supplied by the Town of Fairfield.	**$30.00/hour**	**$30.00/hour**	**$32.40/hour**
	Scrub and clean ceramic tile.	**.18/SF**	**.20/SF**	**.34/SF**
	On-call Service w/ 12-Hour Response. Submit flat rate based on minimum four hours, including call-out and travel.	**$25.00hour during business hours** **$40.00/hour after hours**	**$30.00/hour during business hours** **$33.00/hour after hours**	**$54.70/hour during business hours** **$77.17/hour after hours**

AGREEMENT FOR
PROFESSIONAL SERVICES
Bid #2024-66 Combined Custodial
Cleaning Services

This Agreement for Professional Services (this "Agreement"), made on this _____ day of June 2024, by and between the **Town of Fairfield**, in the County of Fairfield, a municipal Corporation of the State of Connecticut hereinafter referred to as the "Town" and Service Management Group dba SMG Corporate Services a Connecticut Limited Liability Corporation with its principal place of business at 25 Controls Drive, Shelton CT 06484, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Town requires professional services in connection comprehensive cleaning services including daily cleaning tasks, emergency on-call services, and maintaining high standards of cleanliness throughout the Town as specified in the bid document (the "Services"); and

WHEREAS, the Consultant has the knowledge and experience to provide such Services; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the Consultant has agreed to provide the Services and the Town is willing to engage Consultant to provide the Services.

NOW, THEREFORE, the Town and the Consultant hereby agree as follows:

1. Services; Scope of Work; Term

1.1 Consultant agrees to perform the Services in connection with the project, as more particularly set forth in the scope of work attached hereto as **Exhibit A** (the "Scope of Work"), which is made a part hereof, subject to the terms and conditions of this Agreement.

1.2 This Agreement shall have an initial base term of July 1, 2024- June 30, 2025 with the option, upon mutual agreement, to extend for an additional four (4) one-year optional renewal terms, reviewable annually, for a total contract term not to exceed a maximum of five (5) years.

2. Designation of Gender:

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

3. Miscellaneous Requirements:

3.1 The Consultant shall be responsible for the Services and any presentations concerning the Services to the Town and others.

3.2 The Consultant shall attend meetings and give reports to the Town, or others, at the place and time directed by the Town from time to time.

3.3 The Consultant shall consult with the Town's staff or other designated representatives to ascertain the requirements of the Services and inform himself as to specific conditions that might affect completion of the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as may be required.

3.4 The Consultant's relationship with the Town is that of an independent contractor, and nothing in this agreement is intended to or should be construed to create a partnership, agency, joint venture, or employment relationship.

3.5 Should the Consultant require the services of a sub-consultant at any time during the term of this contract, the names and qualifications of any such sub-consultants shall be submitted to the Town for approval. This approval, in no way, obligates the Town to be responsible for payment. Consultant shall cause any approved sub-consultant to comply with the terms and conditions of this Agreement.

3.6 Should the Consultant encounter difficulties beyond Consultant's control that may delay the completion of the Services or any part thereof, the Town is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the Consultant has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered acceptable reasons for granting any extension necessary to preclude a breach of this Agreement. The Town shall be the sole judge of the validity of any time extension, and if it is found that the Consultant has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the Town, unless it is approved in advance in writing by the Town.

3.7 The Consultant shall perform all Services under the supervision of the Responsible Town Official who, for the purposes of this Agreement, shall be the Director of Public Works of the Town of Fairfield and/or [his/her] appointed agent.

4. Fee and Payment:

The cost for Services provided in connection with the project are set forth in the Scope of Work and shall constitute the entire basis for payment for the Services specified including all

incidental work, labor, materials, equipment, studies, report preparation, outside services, existing data review, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of the Services. The Consultant has provided a breakdown of the lump sum cost for the Services, which includes all items of work and incidental activities so that partial payments, if required, for completed elements of the Services may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the Town. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

5. Change Order:

The Town is to be notified, in writing, of any requests for changes in the Scope of Work, including but not limited to, additional services that need to be performed for the project, time extension, and compensation for proposed additional services. Such requests will be reviewed by the Town, and if it is in the best interest of the Town and the Town then approves such request, a change order will be issued by the Town, to be executed by the Town and Consultant.

6. Indemnification:

The Consultant hereby agrees to defend, indemnify and hold harmless the Town and its officers, directors, representatives, agents, and employees on account of any and all claims, damages, losses, litigation, expenses of any kind (including attorneys' fees and court costs), and compensation arising out of or related to the Services performed hereunder, including damages to persons or properties, to the extent caused by the negligent or willful acts, errors or omissions of the Consultant, its officers, members, directors, representatives, agents, employees, or sub-consultants, or arising from any breaches of this Agreement by Consultant. Consultant's indemnification obligation shall survive termination of this Agreement.

7. Representations, Warranties and Covenants

7.1 Consultant is fully authorized, licensed, and credentialed in the State of Connecticut to perform the Services and shall maintain in full force and effect such authorizations, licenses, and credentials required for Consultant to perform the Services and do business in the State of Connecticut. The person signing this Agreement on behalf of the Consultant represents that he/she has all requisite power and authority to cause Consultant to execute and deliver this Agreement.

7.2 Consultant is validly existing in the State of Connecticut and will continue to maintain its existence throughout the term of this Agreement.

7.3 Consultant has the necessary knowledge and experience to perform the Services and will perform the Services in accordance with the Scope of Work in a good and workmanlike manner.

7.4 The Services, and any work incidental to the Services, will be completed in a

workmanlike and safe manner and in accordance with all applicable federal, state, and local laws, rules, ordinances, and regulations.

7.5 Any goods or materials used in connection with the Services will be of new, good and merchantable quality, and will be fit for the Town's particular purpose.

8. Insurance [CSP1]

The Consultant, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Town naming the Town as an additional insured. The Consultant shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the Town from claims which may arise out of or result from any obligation under this Agreement, whether such obligations are the Consultant's or those of a subcontractor or any person or entity directly or indirectly employed by Consultant. Minimum coverages are as follows:

1. Workers Compensation: Consultant shall provide workers' compensation and employers' liability insurance that complies with the regulations of the State of Connecticut with limits no less than that required by applicable law.

2. Commercial General Liability Insurance: Consultant shall provide and maintain a commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of $1,000,000: Personal & advertising injury limit of $1,000,000 per occurrence: General aggregate limit of $2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of $2,000,000. The policy shall name the Town of Fairfield as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

3. Commercial Automobile Insurance: Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

4. Professional Liability/Errors Omissions: Consultant shall provide errors/omissions coverage in the amount of no less than $1,000,000 for any one wrongful act and $2,000,000 in the aggregate.

5. Crime Insurance or Fidelity Bond: Consultant shall provide Crime Insurance or Fidelity Bond coverage in the amount of no less than five million dollars ($5,000,000) aggregate.

6. Cyber Insurance: Consultant shall provide Cyber Insurance coverage in the amount of no less than One million dollars ($1,000,000) aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to execution of the agreement by the Town, describing the coverage. Such certificates shall also provide that no insurance coverages may be terminated or non-renewed without providing at least thirty (30) days prior written notice to the Town.

9. Termination:

9.1 The Town shall have the right, without cause, for any reason, or no reason, to terminate this Agreement within thirty (30) days following written notification to Consultant.

9.2 The Town may terminate this Agreement for cause following written notice to the Consultant in the event Consultant's breach of this Agreement; provided, however, that Consultant shall have ten (10) days from receipt of notice to cure such breach, or if the breach is one that cannot reasonably be cured within ten (10) days, and Consultant has used diligent efforts to begin curing the breach, then the cure period shall be extended up to a maximum of sixty (60) days.

9.3 If this Agreement is terminated for any reason, it shall be null and void and all rights established herein shall terminate, except those which expressly survive termination. Consultant shall be paid for the Services properly performed in accordance with this Agreement up to and including the termination date, including reimbursable expenses then due as mutually determined between the Town and the Consultant. Additionally, should this Agreement be terminated, the Consultant agrees to cooperate fully with the Town upon reasonable request in order to allow the Town to meet its legal obligations and satisfactorily conclude matters.

10. Standard of Care:

In performing the services, the Consultant will exercise the degree of care and skill ordinarily exercised by reputable companies and professionals performing the same or similar services at the same time in the same geographic area. The Consultant will not have any obligation to perform services not expressly described in this Agreement and the Scope of Work or in work release documents or change orders signed by the Consultant and the Town.

11. Ownership of Documents:

All materials and documents prepared by the Consultant for the Town in connection with the Services, including drawings, specifications, concepts, estimates, reports, schedules or other work product, whether prepared in electronic form or otherwise (collectively, "Documents"), shall remain at all times the property of the Town. Without limiting the generality of the foregoing, Consultant agrees that any Documents prepared by Consultant in performing the Services hereunder are and will remain the sole and exclusive property of the Town and are a "work made for hire" under 17 United States Code Section 101. Consultant hereby assigns to the Town any right, title, and interest Consultant may acquire in or to the work product developed in

the course of performing the Services hereunder, whether by operation of law or otherwise, and will sign whatever other documents or instructions the Town requires in order to more fully vest in the Town the entire right, title, and interest in and to such work product.

12. Applicable Laws:

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut without regard to its conflicts of laws rules.

13. Jurisdiction:

The Parties consent to the exclusive jurisdiction of the state court situated in the State of Connecticut in the event litigation is brought by any Party to enforce its, his, or her rights under this Agreement.

14. Severability:

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative.

15. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Assignment:

Consultant shall not assign this Agreement without the prior written consent of the Town. This Agreement shall be binding on each of the Town's and Consultant's successors and permitted assigns.

17. Precedence:

In the event of a conflict between this Agreement and any bid or other documents which is executed or delivered in connection with this Agreement, this Agreement shall control.

18. Notices:

All notices required to be given under this Agreement shall be given in writing, and shall be deemed received when delivered personally, when delivered by a nationally recognized overnight courier, when sent by electronic means including email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail, return receipt requested.

Notices to the Town shall be sent as follows:

Town of Fairfield
First Selectman
725 Old Post Road
Fairfield, CT 06824

With a copy to:

Town of Fairfield
Town Attorney
725 Old Post Road
Fairfield, CT 06824

19. Entire Agreement:

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the Town of Fairfield to directly obligate the Town to creditors or employees of the Consultant.

20. Attorney's Fees:

If an action is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses in addition to any recovery awarded in such action.

21. Waiver of Jury Trial

THE CONSULTANT HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY COURT IN ANY ACTION, SUIT, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THS AGREEMENT. THE CONSULTANT ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH ITS ATTORNEY.

[SIGNATURE PAGE FOLLOWS]

TOWN OF FAIRFIELD

By:_____
William Gerber, First Selectman
Duly Authorized

_____
DATE

CONSULTANT

_____
Duly Authorized

_____
DATE

EXHIBIT A

SCOPE OF WORK

AGREEMENT FOR
PROFESSIONAL SERVICES
Bid #2024-66 Combined Custodial
Cleaning Services

This Agreement for Professional Services (this "Agreement"), made on this _____ day of June 2024, by and between the **Town of Fairfield**, in the County of Fairfield, a municipal Corporation of the State of Connecticut hereinafter referred to as the "Town" and Champion Maintenance & Construction a Connecticut Limited Liability Corporation with its principal place of business at 750 Commerce Drive, Fairfield CT 06825, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Town requires professional services in connection comprehensive cleaning services including daily cleaning tasks, emergency on-call services, and maintaining high standards of cleanliness throughout the Town as specified in the bid document (the "Services"); and

WHEREAS, the Consultant has the knowledge and experience to provide such Services; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the Consultant has agreed to provide the Services and the Town is willing to engage Consultant to provide the Services.

NOW, THEREFORE, the Town and the Consultant hereby agree as follows:

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6. Indemnification:

The Consultant hereby agrees to defend, indemnify and hold harmless the Town and its officers, directors, representatives, agents, and employees on account of any and all claims, damages, losses, litigation, expenses of any kind (including attorneys' fees and court costs), and compensation arising out of or related to the Services performed hereunder, including damages to persons or properties, to the extent caused by the negligent or willful acts, errors or omissions of the Consultant, its officers, members, directors, representatives, agents, employees, or sub-consultants, or arising from any breaches of this Agreement by Consultant. Consultant's indemnification obligation shall survive termination of this Agreement.

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local laws, rules, ordinances, and regulations.

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8. Insurance [CSP1]

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1. Workers Compensation: Consultant shall provide workers' compensation and employers' liability insurance that complies with the regulations of the State of Connecticut with limits no less than that required by applicable law.

2. Commercial General Liability Insurance: Consultant shall provide and maintain a commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of $1,000,000: Personal & advertising injury limit of $1,000,000 per occurrence: General aggregate limit of $2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of $2,000,000. The policy shall name the Town of Fairfield as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

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As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to execution of the agreement by the Town, describing the coverage. Such certificates shall also provide that no insurance coverages may be terminated or non-renewed without providing at least thirty (30) days prior written notice to the Town.

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9.2 The Town may terminate this Agreement for cause following written notice to the Consultant in the event Consultant's breach of this Agreement; provided, however, that Consultant shall have ten (10) days from receipt of notice to cure such breach, or if the breach is one that cannot reasonably be cured within ten (10) days, and Consultant has used diligent efforts to begin curing the breach, then the cure period shall be extended up to a maximum of sixty (60) days.

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11. Ownership of Documents:

All materials and documents prepared by the Consultant for the Town in connection with the Services, including drawings, specifications, concepts, estimates, reports, schedules or other work product, whether prepared in electronic form or otherwise (collectively, "Documents"), shall remain at all times the property of the Town. Without limiting the generality of the foregoing, Consultant agrees that any Documents prepared by Consultant in performing the Services hereunder are and will remain the sole and exclusive property of the Town and are a "work made for hire" under 17 United States Code Section 101. Consultant hereby assigns to the Town any right, title, and interest Consultant may acquire in or to the work product developed in the course of performing the Services hereunder, whether by operation of law or otherwise, and

will sign whatever other documents or instructions the Town requires in order to more fully vest in the Town the entire right, title, and interest in and to such work product.

12. Applicable Laws:

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut without regard to its conflicts of laws rules.

13. Jurisdiction:

The Parties consent to the exclusive jurisdiction of the state court situated in the State of Connecticut in the event litigation is brought by any Party to enforce its, his, or her rights under this Agreement.

14. Severability:

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative.

15. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Assignment:

Consultant shall not assign this Agreement without the prior written consent of the Town. This Agreement shall be binding on each of the Town's and Consultant's successors and permitted assigns.

17. Precedence:

In the event of a conflict between this Agreement and any bid or other documents which is executed or delivered in connection with this Agreement, this Agreement shall control.

18. Notices:

All notices required to be given under this Agreement shall be given in writing, and shall be deemed received when delivered personally, when delivered by a nationally recognized overnight courier, when sent by electronic means including email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail, return receipt requested.

Notices to the Town shall be sent as follows:

Town of Fairfield
First Selectman
725 Old Post Road
Fairfield, CT 06824

With a copy to:

Town of Fairfield
Town Attorney
725 Old Post Road
Fairfield, CT 06824

19. Entire Agreement:

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the Town of Fairfield to directly obligate the Town to creditors or employees of the Consultant.

20. Attorney's Fees:

If an action is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses in addition to any recovery awarded in such action.

21. Waiver of Jury Trial

THE CONSULTANT HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY COURT IN ANY ACTION, SUIT, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THS AGREEMENT. THE CONSULTANT ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH ITS ATTORNEY.

[SIGNATURE PAGE FOLLOWS]

TOWN OF FAIRFIELD

By:_____
William Gerber, First Selectman
Duly Authorized

_____
DATE

CONSULTANT

_____
Duly Authorized

_____
DATE

EXHIBIT A

SCOPE OF WORK

Empower Results®

June 21, 2021

Mr. Jared Schmitt
CFO
Town of Fairfield
Independence Hall
725 Old Post Road
Fairfield, CT 06430

Dear Jared,

Subject: **Engagement with Aon for Health & Benefits Advisory Services**

The purpose of this letter agreement ("Agreement") is to confirm our recent conversations about the services Aon Consulting, Inc. ("Aon") will provide for the Town of Fairfield ("Client"). Thank you for giving Aon the opportunity to work with you on this important project. For clarity, this Agreement replaces in its entirety the engagement letter between the parties dated July 15, 2016.

Services

This Agreement documents our charges for services, which are more fully set forth in Exhibit A. The services included in this Agreement, including any attached Exhibits and may be performed by us or through one of our agents or affiliates.

Compensation

For providing services outlined in this letter to Client's plans, Client will pay Aon a fixed fee of $8,000 per month, in addition to any commissions received.

The fixed fee will be invoiced to Fairfield Board of Education each month. Client will promptly notify Aon of any questions regarding invoices so that we can expect timely payments. Interest on late payments will be assessed at 4% per annum.

Aon is named broker of record for the plan. Aon will receive commissions as disclosed and agreed to in a separate comprehensive disclosure statement, which will be provided in advance of insurance placements. Where permitted by applicable law, a portion of these commissions will be used for the purpose of delivering services to your employee benefit plan. Aon will be responsible for the delivery of services described in this Agreement. If services listed in Exhibit A are not permitted to be offset by the commissions, you will pay for those services based on the time required to complete the assignment or via a fixed fee if provided for in this Agreement. If you remove us as broker of record during the course of this Agreement, commissions are not subject to return.

Disclosures

In addition to retail commissions, Aon may receive additional forms of compensation from insurers and third parties, including but not limited to: national additional commissions, subscription market brokerage charges, and/or administrative expense reimbursements. This revenue is in addition to and shall not be credited against the fees or any other compensation earned hereunder and shall not apply to any service set forth in Exhibit A. As of the effective date of this Agreement, the U.S. Health Solutions Practice does not accept contingent compensation. If our policy on accepting contingent compensation changes, we will notify you at that time. Additional information is available upon request.

Aon will disclose to you all marketing quotes, including any applicable commission rates, received prior to binding any coverage for your insurance programs. You will also be provided prior to binding with a disclosure of any amounts to be paid to Aon, and/or Aon affiliate intermediaries if available, in connection with coverage placed for your insurance programs, including any fees, if applicable, paid to Aon for services it provides to third parties.

Aon's goal is to procure insurance for you with insurance companies possessing the financial strength to perform in today's economic environment. Toward this objective, Aon regularly reviews publicly available information concerning an insurer's financial condition, including but not limited to:

- Approvals by various regulatory authorities;
- Analyses of insurers by professional rating agencies such as A.M. Best, Standard and Poors, Moody's, and/or Fitch; and
- The input of our global affiliates and correspondents.

Most Aon placements are made with insurers that are rated "Excellent" by the professional rating agencies; however, Aon does not guarantee the solvency of any insurer. Aon encourages you to review the publicly available information made available by Aon. The decision to accept or reject an insurer will be made solely by you.

Aon and/or its affiliates may from time to time maintain contractual relationships with the insurers that are recommended as potential markets, or with whom your coverage may ultimately be placed.

Change in Scope

Please be aware that requested changes in the scope of services provided by Aon could result in an increase in fees and charges. Changes in scope could include, but are not limited to the following:

- A material increase in the number of employees and/or the number of participants;
- Amendments or changes to the plan design or plan operation;

- Change of your payroll or other vendors or systems that are integral to the performance of our services;
- Change of your organizational contacts;
- Assignment of additional roles, responsibilities, or functions related to the plan; or
- Other factors that were not anticipated and increase the complexity or timing of plan operations or which affect our responsibilities or duties.

If your operations or your insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, you will inform Aon, and you and Aon will negotiate in good faith to revise this Agreement as appropriate.

Terms & Conditions

The initial term of our Agreement will begin on July 1, 2021, and end on June 30, 2024, or when terminated as set forth below.Aon's obligation to render services will terminate at the end of the Agreement.

The services may be terminated for convenience by either party by providing thirty (30) days prior written notice. Upon termination, Client will be responsible for any properly incurred fees, commissions, and expenses through the date of termination. Aon commissions are fully earned at inception and are not subject to return or offset.

With respect to any project, we retain all ownership rights to our existing and developed intellectual property, and any derivatives thereof. You are permitted to internally use our intellectual property for the intended purpose during the term of our engagement. Each party agrees to treat the other's information as confidential. You agree that we may use your name on our client list and related materials, and acknowledge that we may de-identify and aggregate your information with other client data for statistical analysis in our services.

Our professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by Aon hereunder are provided solely for your internal use; they are not intended to be used or relied upon by third parties.

Should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we have failed to satisfy our obligations under this Agreement, our liability to you will not exceed the amount of compensation you paid for the work. As our sole responsibility under this Agreementl is to you, you will be responsible for any third-party claims against you or us arising out of or in connection with the services. Third parties include your affiliates, the plans, any trustees and any employees, participants or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse you for up to the amount set forth above.

Any disputes under this Agreement will be governed by the internal laws of New York.

Please acknowledge your consent to these arrangements for this engagement by signing below. Please feel free to contact us with any questions or comments. We look forward to working with you and your team.

Sincerely,

Aon Consulting, Inc.

Joel Chamberlin
Vice President, Health

TA:wp
cc: Mr. James Haselkamp, Fairfield
Mrs. Doreen Munsell, Fairfield
Mr. Carlton Lindgren, Aon
Mrs. Melina Toman, Aon

Accepted this 9 day of Sept, 2021

Town of Fairfield

By: H J Haselkamp

Name: H.J. Haselkamp

Title: Dir of HR

Aon Consulting, Inc.

By: _____

Name: _____

Title: _____

Exhibit A—Services to Be Provided

Services Included in this Agreement	Frequency
Strategy	
– Strategic plan linking business objectives	Annually
– Benchmark design/costs using Health Value Initiative, Aon Bench	Annually
– Plan cost forecasting	Annually
– Executive/Board summary reports	Annually
– Annual meeting to include stewardship report, Client Promise service review, review of action plan, and service calendar	Annually
Financial Management	
– Develop budget projections (up to a maximum of 4 iterations)	Annually
– Contribution modeling (up to a maximum of 4 iterations)	Annually
– Funding rate/COBRA rate development (up to a maximum of 4 iterations)	Annually
– Stop loss deductible and attachment level analysis, including large claim probability modeling, if applicable	Annually
– Alternate funding arrangement analysis, if applicable	Annually
– Financial impact of design changes for self-insured plans	Annually
– ACA Financial Analysis – Analysis of plan structure relative to IRS (HSA-qualified plans) and Health & Human Services (HHS) guidelines – Actuarial Value (AV) assessment – Affordability based on IRS Safe Harbor Guidelines	Annually
– Incurred But Not Paid (IBNP) calculation, if applicable	Annually
– Financial reporting including monitoring of budget variances for self-insured plans	Quarterly
– Comprehensive medical/Rx utilization analysis using carrier reports	As available
Renewal/Marketing	
– Pre-renewal projections, if applicable	Annually
– Detailed marketing/renewal report	Annually
– Market selection and approval	Annually
– Network discount analysis for self-insured plans (separate Confidentiality Agreement must be executed)	Annually
– Network access and provider disruption analysis	Annually
– Carrier/Vendor performance/rate guarantees	Annually
– Funding methodology evaluation	Annually
– Carrier financial ratings/market review	Annually
– Finalist meetings and scorecard analysis, if applicable	Annually
– Best and Final Negotiations – Vendor Site Visits, As Needed	
– Disclosure of all proposals and compensation	Annually
Implementation/Renewal	

– Carrier application preparation assistance	Annually
– Annual enrollment meeting support/coordination (coordinate participation and scheduling with vendors, support in developing presentation material for employee meetings, as needed – 1 town, 1 BOE)	Annually
– Review vendor created employee communications	Annually
– Assist with administrative arrangements (billing, banking, reporting, data)	Annually
– Executive summary of final decisions	Annually
– Medical pre-implementation audits, if applicable (offset by carrier compensation)	As needed
Ongoing Services	
– National Aon vendor liaisons	Ongoing
– Lead/attend vendor service meetings	Ongoing
– Escalated issue resolution (claim, billing, eligibility)	Ongoing
– Work plan for ongoing tasks/projects	Ongoing
Compliance & Regulatory Support	
– Review of welfare plan documents (e.g., benefit booklets, SPD provisions, or contracts) by Health Solutions generalist consultant on non-legal matters for consistency in terms	As needed
– Online wrap plan document and wrap SPD template tool *(Client's legal counsel review needed)*	Ongoing
– Aon client portal with 24/7 access to online compliance resource library, includes State and Federal legislation guidelines *(Zywave user agreement applies)*	Ongoing
– Periodic ad hoc support on technical questions answered by Health Solutions legal consultant *(Note: Aon does not engage in the practice of law)*	As needed
– Legislative Alerts	Ongoing
– Health Solutions Educational Webinars and Seminars	Ongoing
Communications	
– Aon client portal *(Zywave user agreement applies)* – Client branded benefit portal – Ability to share company and benefit content with employees – 24/7 access for employees to content on benefit related topics through HRconnection (non-branded educational videos, posters, newsletters) – Employee wellness newsletters (client name and logo) on a quarterly basis	Annually
– Communication strategy by Health Solutions consultant	Annually
– Develop enrollment communications (note: printing and mailing costs additional): – Benefits Guide (12-page) – CDHP insert – Cover letter – Envelopes – Important Notices – Postcard – Poster – Wallet card	Annually

Wellness	
– Provide wellbeing program assessment and annual evaluation	Annually
– Review vendor data	Annually
– Develop a wellbeing program roadmap	Annually
– Develop wellbeing champion network	Annually
– Provide Wellness Council of America (WELCOA) resources and tools	Annually
Resources	
– Access to Subject Matter Experts – Wellbeing – Pharmacist – Actuary – Underwriter – M.D. and R.N. – ERISA/Tax expert (Legal Consultant) – Absence and Leave – Voluntary Benefits	Ongoing
– Access to local geographic experts across the U.S.	Ongoing
– HR Online training courses	Annually

The following services can be provided by Aon at an extra cost and are not covered under this contract. A separate agreement would be required.

- Medical and Rx claim and operational audits
- Voluntary Benefits
- Executive Benefits
- Additional Health Solutions Legal Consulting Services:
  - Health & Welfare Nondiscrimination Testing
  - Compliance Check-up
  - Custom wrap plan drafting and wrap SPD preparation
  - HIPAA assessments, document drafting, and training
  - Massachusetts Health Care Reform and San Francisco health care ordinances consulting and assistance

Zywave End User Agreement

Some of the Services detailed in this Exhibit allow Client to access the Zywave web-based portal. Client agrees that its use of such portal will at all times comply with the terms and conditions of Zywave's End User Agreement found at https://www.zywave.com/terms-conditions/, as updated from time to time. Client agrees to indemnify Aon for its use of the portal in a manner that does not conform with these terms and conditions. Aon and Zywave do not represent or endorse the accuracy or reliability of any content posted in the portal and Client acknowledges that any reliance upon such content shall be at Client's sole risk. Client agrees to carefully evaluate and review any content prior to using or relying upon it.

HIPAA BUSINESS ASSOCIATE AGREEMENT

(Including HITECH Requirements)

This Agreement ("Agreement") is among Town of Fairfield ("Client"), the group health plan(s) of Client ("Covered Entity") and Aon Consulting, Inc. ("Aon" or "Business Associate") (each individually, a "Party" and collectively, the "Parties"), and amends, and is made a part of that certain services agreement dated June 21, 2021 (the "Services Agreement") by and between the Client and Aon, and is made effective as of the Effective Date of the Services Agreement.

Witnesseth:

Whereas, Aon provides Services (as such term is defined in the Services Agreement) to Client pursuant to the Services Agreement;

Whereas, the Parties wish to amend the Services Agreement to provide for the privacy and security of certain information Aon creates, receives, maintains or transmits in the course of providing Services to facilitate compliance with HIPAA;

Whereas, the Parties acknowledge and agree that Aon performs Services on behalf of Client, but to the extent HIPAA applies, may perform certain Services on behalf of Covered Entity;

Whereas, with respect to Services performed on behalf of Covered Entity, Aon is a Business Associate of Covered Entity as that term is defined by HIPAA; and

Whereas, the Client, as plan sponsor of Covered Entity, has the authority to execute documents on behalf of Covered Entity.

Now, therefore, for and in consideration of the mutual agreements, terms, covenants and conditions herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Terms.

Capitalized terms used in this Agreement and not otherwise defined herein or in the Services Agreement shall have the meanings set forth in HIPAA which definitions are hereby incorporated by reference. The terms "use", "disclose" and "discovery", or derivations thereof, although not capitalized, shall also have the same meanings set forth in HIPAA and its implementing regulations.

(a) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. no. 104-191 (the "Act"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164 subparts C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology and for Economic Clinical Health Act, Division A, Title XIII of Pub. L. No. 111-5 and its implementing regulations (the "HITECH Act").

(b) "PHI" shall mean Protected Health Information as defined in HIPAA, except that PHI shall be limited to information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity, as permitted hereunder. In accordance with the definition of PHI, information received from Client or from individual participants shall constitute employment records and not PHI until such information is used by Business Associate to perform certain Services.

(c) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

(d) "Secretary" shall mean the Secretary of HHS or the designee of the Secretary of HHS.

2. Obligations and Activities of Business Associate.

(a) **Permissible Uses and Disclosures**. Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement, the Services Agreement, as Required by Law, or as directed by Covered Entity or the Client.

(b) **Safeguards**. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI by Business Associate other than as provided for by this Agreement.

(c) **Mitigation**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

(d) **Impermissible Uses and Disclosures**. Business Associate agrees to report to Covered Entity any use or disclosure of PHI by Business Associate not permitted or required by this Agreement of which Business Associate becomes aware.

(e) **Security**. As of the effective date of this Agreement, Business Associate shall:

(i) as required by the HITECH Act, implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that Business Associate creates, receives, maintains, or transmits; and

(ii) report to Covered Entity any Security Incident of which Business Associate becomes aware. Security Incidents shall not include, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Covered Entity's PHI.

(f) **Breaches**. Business Associate agrees to report to Covered Entity any Breach in compliance with 45 C.F.R § 164.410 of which it becomes aware as soon as reasonably practicable. Pursuant to 45 C.F.R § 164.404, such report will include, among other

relevant information, a description of the Breach, date of the Breach, date of discovery of the Breach, the amount and type of PHI that was disclosed, and the steps taken to prevent further harm.

(g) **Agents**. Business Associate agrees to enter into a business associate agreement with any agent, including a subcontractor, to whom it provides PHI. Such business associate agreement shall contain the same or similar restrictions and conditions as those that apply through this Agreement to Business Associate with respect to such information.

(h) **Governmental Audits**. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining any Covered Entity's compliance with HIPAA. Covered Entity shall, or shall cause the Client to advise Business Associate in writing within ten (10) business days of any receipt from the Secretary of any such request.

(i) **Accounting of Disclosures**.

Upon Business Associate's reasonable determination that it has received a request by an Individual for an accounting of disclosures of PHI pursuant to 45 C.F.R § 164.528, it shall provide, in writing, within sixty (60) days of such request, information regarding an accounting. Business Associate shall not be required to document any disclosures the Covered Entity would not be required to account for under HIPAA, including without limitation, those described at 45 C.F.R. § 164.528. For repetitive disclosures Business Associate makes to the same person or entity (including to a Covered Entity) for a single purpose, Business Associate may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures.

(j) **Access to PHI**.

Upon Business Associate's reasonable determination that it has received a request from an Individual to make PHI available in accordance with 45 C.F.R. § 164.524, it shall make available within thirty (30) days of such request, the PHI in its possession at the time of the request that is contained in the Designated Record Set for that Individual. Such access and availability to PHI shall be as then currently displayed or made available, as the case may be, by Business Associate in the normal course of providing the Services.

(k) **Amending PHI**.

Upon Business Associate's reasonable determination that it has received a request from an Individual to amend PHI in accordance with 45 C.F.R. § 164.526, it shall amend, within sixty (60) days, the PHI in its possession at the time of the request contained in the Designated Record Set for that Individual. If the Individual requests that Business Associate make an amendment that Business Associate is not permitted to make pursuant to the terms of the Services Agreement, then Business Associate shall refer such Individual to the Covered Entity. The foregoing notwithstanding, if

the Individual's request is due to an error or omission by Business Associate, then Business Associate will investigate such request and, if appropriate, make such correction as required by the terms of the Services Agreement.

(l) To the extent Business Associate is to carry out one or more of any Covered Entity's obligations under HIPAA, Business Associate agrees to comply with the requirements of said subpart that apply to Covered Entity in the performance of such obligations.

3. Permitted Uses and Disclosures by Business Associate.

(a) Business Associate may use or disclose PHI as permitted or required by this Agreement, the Services Agreement, as Required by Law, or as directed by Covered Entity or Client, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or Client.

(b) Business Associate may use PHI for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, or as Required by Law.

(c) Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out legal responsibilities provided that such disclosures are (i) Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(e) Business Associate may use or disclose PHI to the extent and for purposes authorized by the Individual.

(f) Business Associate is authorized to use and disclose PHI to de-identify the information in accordance with 45 C.F.R § 164.514(b).

(g) Business Associate may use and disclose PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Obligations, Covenants and Warranties. Covered Entity hereby agrees, covenants and warrants to, or cause Client to:

(a) Notify Business Associate of any limitation(s) in their respective notice of privacy practices in accordance with 45 C.F.R. 164.520, if and to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Client and Covered Entity shall only agree to such restrictions limiting Business Associate's use or disclosure of PHI in the event that Client or Covered Entity is legally required to agree.

(d) Obtain all Authorizations necessary for any use or disclosure of any PHI as contemplated under the Services Agreement.

5. **Agreement Regarding Use and Disclosure**. The Parties agree, or represent and warrant as the case may be, as follows:

(a) **Uses and Disclosures**. Neither Covered Entity nor Client shall request that Business Associate use or disclose PHI in any manner that would not be permissible under HIPAA.

(b) **Purpose**. The purpose of this Agreement is to address obligations imposed by HIPAA. The Services Agreement is between the Client and Aon; however, the Parties hereby acknowledge that some of the Services may be performed on behalf of Covered Entity. Notwithstanding anything herein to the contrary, Client's payment obligations under the Services Agreement shall not be diminished, and Client's performance obligations under the Services Agreement shall not be diminished, amended, changed or modified by this Agreement.

(c) **Minimum Necessary**. The Parties agree to limit the use, disclosure or request for PHI to the amount and content of PHI necessary to meet the requirements of Business Associate's obligations to Covered Entity. Business Associate shall determine what constitutes Minimum Necessary to accomplish the intended purpose of the use, disclosure or request.

(d) **Substitution of Terms**. If any use or disclosure of PHI by Business Associate or Client under the Services Agreement would be invalidated by the terms and provisions of this Agreement, the terms of the Services Agreement will be interpreted by substituting Covered Entity for Client (where appropriate) in order for such use or disclosure to be valid under this Agreement.

(e) **Changes**. The Parties agree that any change to the Services that permits a use or disclosure of PHI on behalf of Covered Entity shall be pursuant to that Covered Entity's Treatment, Payment or Health Care Operations, unless this Agreement is amended in writing.

6. Term and Termination.

(a) Term. This Agreement shall be effective upon execution by the Parties and shall terminate upon termination of the Services Agreement. This Agreement shall terminate as to Covered Entity upon termination of Covered Entity by Client.

(b) Termination for Cause. Upon Covered Entity's or Business Associate's knowledge of a material breach by the other party, Covered Entity or Business Associate may either:

(i) Notify the breaching party of the breach and provide the breaching party sixty (60) days from the date of notice to cure the breach, and terminate this Agreement and the related portion of the Services Agreement, as the case may be, if the breaching party does not cure the breach within that sixty (60) day period, unless otherwise extended by the non-breaching party; or

(ii) Immediately terminate this Agreement and the related portion of the Services Agreement, as the case may be, if the breaching party has breached a material term of this Agreement and cure is not possible.

(c) Effect of Termination. Upon termination of this Agreement or the Services Agreement for any reason, the Parties agree that the return or destruction of PHI is infeasible as Business Associate must retain that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities. Business Associate shall continue to apply the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule, or to another section of HIPAA means the section, as amended from time to time.

(b) Amendment. The Parties agree to take such reasonable actions as are necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA.

(c) Survival. The respective rights and obligations of Business Associate under Section 6(c), this Section 7(c) and Section 7(d) of this Agreement shall survive the termination of this Agreement.

(d) Confidentiality. The terms of this Agreement shall remain confidential except as described hereunder and in the Services Agreement, except that Business Associate may disclose the terms of this Agreement to entities that Business Associate reasonably believes are (i) part of an Organized Health Care Arrangement of which Covered Entity is a part, or (ii) other Business Associates of Covered Entity.

(e) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA, including any regulations promulgated under the HITECH Act. In all other respects, the terms and conditions of the Services Agreement remain unchanged by this Agreement.

(f) **Entire Agreement.** This Agreement constitutes the entire and full agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any previous version of this agreement.

(g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple originals effective on the date set forth above.

Aon Consulting, Inc.:

Signature:_____

Title:_____

Town of Fairfield, on behalf of each Covered Entity:

Signature:_____

Title:_____

Town of Fairfield, as Client:

Signature:_____

Title:_____

Amendment Number One to
The Letter of Engagement for Health & Benefits Advisory Services
Effective July 1, 2021 between Town of Fairfield and
Aon Consulting, Inc. (the "Agreement")

This Amendment Number One (1) to the Agreement is entered into as of July 1, 2024 (the "Amendment Date") by and between **Town of Fairfield** ("Client") and **Aon Consulting, Inc.** ("Aon"), hereinafter referred to as Party or Parties as applicable:

RECITALS

A. Client and Aon previously entered into the Agreement for benefits consulting services;

B. The Parties wish to add or revise additional terms and services in that Agreement;

C. By this Amendment Number One (1), both Client and Aon desire to amend Agreement to make this change.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The term of the Agreement is hereby extended through June 30, 2027.

2. Effectiveness of Contract. Except as expressly provided herein, nothing set forth in this Amendment shall be deemed to waive or modify any of the provisions of the Agreement. In the event of any conflict between the Agreement and this Amendment, the document later in time shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment through their duly authorized representatives as of the Amendment Date.

Town of Fairfield	**Aon Consulting, Inc.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

TOPTRACER RANGE™

ORDER FORM

CUSTOMER	**BUSINESS NAME**	Town of Fairfield CT		
	ADDRESS	2425 Morehouse Hwy, Fairfield, Connecticut, United States, 06824-1847		
	CONTACTS	Bob Bigonette Anthony Calabrase 203-526-5935 acalabrese@fairfieldct.org		
	CORPORATE I.D # 06-6001998	**TAX/VAT/GST#**		
FACILITY	H. Smith Richardson Golf Course 2425 Morehouse Hwy, Fairfield, Connecticut, United States, 06824-1847			
INSTALL SIZE	**MONITOR BAYS** 20	**MOBILE BAYS** *(a mobile bay equals ~10 ft / 3m of tee width)* 0	**MOBILE ENABLED IN FRONT OF MONITOR BAYS** No	
FEES	**DESCRIPTION**	**Price USD**	**#**	**ANNUAL TOTAL USD**
	Subscription Fee	4,155	12	49,860
	Coach License Fee	-	-	*2 Licenses included*

PAYMENT TERMS	Subscription Fee	*Monthly in 12 equal installments on 1st of the following months of each year during the Term, starting on the 1st of the month after install completion ("1st Payment Date") : January,February,March,April,May,June,July,August,September,October,November,December*	
	Coach License Fee	*Annually, on the 1st Payment Date and each anniversary thereof*	
	Price Increases	*3% annually applied on each anniversary of the 1st Payment Date.*	
PRODUCT	**PRODUCT COMPONENT**		**INCLUDED**
	Toptracer System: · *Ball-tracking and gaming software* · *Toptracer "Hardware" (sensors, servers, screens, routers, switches, server racks, mounts and related infrastructure)*		☑
	Toptracer Range Management System (TRMS)		☑
	Toptracer Coach	2 Licenses	☑
TECHNICAL REQUIREMENTS	**SEE APPENDIX C** for Customer's obligations to ensure the Facility is Ready for Install ("RFI") and for the successful ongoing operation of the Product.		
READY FOR INSTALL / POWER & DATA ("RFI")	Customer shall ensure Facility is RFI no later than 5 days before the Estimated Install Date and shall give Toptracer regular updates regarding progress. Customer is responsible for all costs relating to RFI.		
INSTALL	**ESTIMATED DATE**	June 24th, 2024	
TERM	From signature of this Order Form until 60 months after the 1st Payment Date. Note that this a fixed term, there is no right of early termination other than as permitted under the SLA or Clause 9.		

SLA (See Appendix B)	The SLA details Product performance levels, Toptracer's support commitments, and service credits. As set out in the SLA, Customer has right to terminate if "Uptime" levels are below 20% for two consecutive months.
INSURANCE	Customer is required to insure all Hardware installed at the Facility for its full replacement value against all usual risks of loss, damage or destruction by fire, theft, accident, act of god or other occurrences.
ORDER VALIDITY	The pricing and other terms offered by Toptracer in this Order Form expire if this Agreement is not signed by Customer within 14 days of receipt (or any shorter period communicated by Toptracer). Once executed, pricing and other terms in this Order Form are valid for the Install Size only and are subject to Customer being RFI by the Estimated Install Date. If Customer is not RFI by the Estimated Install Date (other than through no fault of Customer), or wishes to change the Install Size, then Toptracer shall be entitled to adjust the pricing and other terms in line with its then current market rates.

By signature of this Order Form, Customer enters into a binding agreement for the installation and use of Toptracer Range on the commercial basis set out in this Order Form and subject to Appendix A (*Standard Subscription Terms)*, Appendix B *(SLA)* and Appendix C *(Technical Requirements)*.

For and on behalf of

TopGolf USA Inc.



Signatory: Michelle Goode

Title: Finance Director, Toptracer Global

Email of signatory: michelle.goode@topgolf.com

Timestamp: Monday, May 20th, 2024 12:31 PM UTC

For and on behalf of

Town of Fairfield CT

Signatory: [empty member name]

Email of signatory: acalabrese@fairfieldct.org

Timestamp: [empty signing timestamp]

Appendix A - Toptracer Range Standard Subscription Terms

1. **BASIS OF AGREEMENT**

The Product is provided by Toptracer on a subscription model to the Customer for use in the Facility as detailed in the Order Form.

2. **INSTALLATION.** ***Where Toptracer carries out any installation of the Product, the following terms shall apply:***

2.1. Install Dates are provisional unless stated otherwise in the Order Form and will be confirmed by Toptracer at least 14 days in advance. A full installation generally takes approximately 5-7 days.

2.2. Once confirmed, Toptracer shall keep to the Install Dates unless prevented by reasons outside its control or attributable to Customer (including if Customer is not RFI).

2.3. Some disruption is likely during install and Customer accepts that Facility may have to close for short periods.

2.4. Customer shall provide reasonable assistance during install, including helping to source facilities to work at height (crane or scaffolding) if requested by Toptracer (and at Toptracer's cost).

2.5. Installation is free unless Customer is not RFI and does not give Toptracer at least 30 days prior written notice, in which case, Toptracer is entitled to charge an install fee of USD/EUR/GBP10,000.

3. HARDWARE & SOFTWARE

3.1. Hardware: The Hardware portion of the Toptracer System is installed at the Facility as part of the subscription, but Hardware ownership remains with Toptracer at all times. Customer is responsible for the safekeeping and insuring of the Hardware once it is installed until returned to Toptracer's possession, as set out in the Order Form. Toptracer is responsible for Hardware defects under the SLA.

3.2. Hardware Import: Customer must have necessary import registrations to accept delivery of the Hardware (and any replacements), including an EORI number if located in the EU (and other applicable territories). Upon request, Customer shall act as Importer of Record for the Hardware on Toptracer's behalf. Toptracer shall pay any import duties (unless prevented from doing so by local laws) but Customer is responsible for any import VAT.

3.3. Software: The software elements of the Toptracer System is locally installed on the Hardware. Supplemental software such as TRMS is made available to Customer via web-based or mobile software applications. Toptracer will provide updates, modifications, and enhancements to its software as determined in its sole discretion. All standard software maintenance and updates will be provided free of charge, but Toptracer may introduce premium elements or other paid offerings at any time.

4. FEES

Customer shall pay the Fees stipulated in the Order Form to Toptracer, free of deductions or withholdings. Fees are stated exclusive of taxes or import duties (whether applicable now or in future), all of which are payable by the Customer. Payment details are set out in the Schedule.

5. CUSTOMER OBLIGATIONS

5.1. Customer shall be RFI and shall ensure the Technical Requirements are met and maintained throughout the Term.

5.2. Customer is solely responsible and liable for the operation of the Facility, including (without limitation) compliance with all laws, advertising, health and safety, personal injury, death or damages to property, permits and permissions, and the conduct of any events, contests or promotions (whether or not involving the Product or arranged through TRMS).

5.3. Customer represents and warrants that it has the full authority to enter into this Agreement, and that it has (and shall maintain) the right to operate the Facility for the whole Term.

6. SLA & PRODUCT PERFORMANCE

6.1. Toptracer warrants that it shall perform its support obligations set out in the SLA with reasonable skill and care. All other warranties are disclaimed.

6.2. The Service Credits and termination rights in the SLA are customer's sole and exclusive remedy for (i) any failure of the Product to perform in line with the SLA; and (ii) any failure by Toptracer to resolve any such failure.

6.3. The SLA does not apply where the Customer is in default with Fee payments or otherwise in breach of this Agreement.

7. INTELLECTUAL PROPERTY; LICENSES & RESTRICTIONS

7.1. “Toptracer Proprietary Elements” means the Product and any IPR therein, including without limitation Toptracer web sites, API, algorithms, software, hardware, Toptracer’s trade names, trademarks and commercial denominations, graphics, drawings and models, documents and any instructions for use developed by or for Toptracer, know-how and trade secrets, together with any data, databases, deliverables, or work product produced by the Product or by or on behalf of Toptracer, and all IPR therein. “IPR” means Intellectual Property Rights, including (a) trademarks, service marks, trade names, trade dress and Internet domain names, together with all goodwill and common law rights associated therewith; (b) patents; (c) copyrights; (d) registrations and applications for registration of any of the foregoing in (a)-(c); (e) trade secrets and know-how; and (f) all other forms of intellectual property or proprietary rights, and derivatives thereof.

7.2. Toptracer reserves all right, title, and interest in and to the Toptracer Proprietary Elements. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any IPR or any other rights or licenses in respect of the Product.

7.3. Customer shall not:

7.3.1. seek, apply for, or obtain any patent, design right, copyright or other protection or registration in respect of (i) the Toptracer Proprietary Elements or (ii) any other invention, product or service which use, rely upon or integrate with any aspect of the Toptracer Proprietary Elements in any way:

7.3.2. copy, sell, distribute, sub-license, amend, modify, decompile, reverse engineer or disassemble the Toptracer Proprietary Elements in whole or in part or claim or assert any ownership or other rights in same.

7.4. Toptracer grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited, and revocable license to use the Toptracer name and logo solely for the purposes of marketing the availability of Toptracer at the Facility, provided all usage is in accordance with Toptracer’s Brand Guidelines.

7.5. Customer grants to Toptracer a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited, and revocable license to use the Facility name and logo solely for the purposes of marketing Toptracer and its availability at the Facility (including the right to list the Facility on Toptracer.com and reference the Facility in Toptracer social media and marketing materials).

7.6. No rights are granted to Customer hereunder in respect of the TOPGOLF marks or concept.

8. CONFIDENTIALITY & DATA

8.1. Confidentiality. Each party undertakes that it shall not during the Term (and for 3 years after termination or expiry of this Agreement) disclose to any person any confidential information concerning the business, affairs, IPR, technology, customers, clients or suppliers of the other party, except as permitted by Clause 8.2

8.2. Each party may disclose the other party's confidential information:

8.2.1. to its employees, affiliates, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement provided that it ensures that the same are subject to a duty of confidentiality and comply with this Clause 8; and

8.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3. Neither party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8.4. Product Data. All shot, performance and gaming data collected, tracked or captured by the Product shall be exclusively owned by Toptracer. Customer shall have access to certain Product usage data via TRMS which it may use for its internal business purposes only, but may not publicize, sell or share, commercialize or create products or services using such data.

8.5. *Personal Data.* The Product installed at the Facility does not store any personal data of end users. Toptracer collects personal data through a separate relationship with end users of the Toptracer App or Toptracer Coach and this collection and processing is subject to the Toptracer Privacy Policy (https://toptracer.com/pdf/2023_PrivacyPolicy_TTR.pdf). Where any end user personal data is shared by Toptracer with Customer, Customer agrees to (i) only process such personal data in accordance with applicable laws, including applicable data protection laws, (ii) only process such personal data for its own follow-up and communication (including marketing) purposes (and purposes which are not incompatible with the foregoing), (iii) ensure that it has a legal basis under applicable laws for its own subsequent processing of the end-users' personal data for these permitted purposes; and (iv) provide its own privacy notice in accordance with applicable laws to end users. In case of any data breach involving or affecting personal data of end users shared by Toptracer with Customer, Customer agrees to notify Toptracer without undue delay after having become aware of the data breach. Toptracer may require Customer to enter into a data transfer agreement or other documentation to ensure compliance.

9. TERMINATION

9.1. *Mutual termination rights.* Each party is entitled to terminate this Agreement at any time by giving the other party notice in writing if the other party;

9.1.1. commits a material breach of this Agreement (which shall include any failure to pay the Fees on time) and (if the breach can be remedied) has failed to remedy the breach within 15 days after receipt of a request in writing to do so from the non-breaching party; or

9.1.2. enters into liquidation or receivership (voluntary or compulsory), or becomes insolvent or enter into composition or corporate reorganization or bankruptcy proceedings.

9.2. *By Toptracer.* Toptracer shall further be entitled to terminate the Agreement immediately and without liability by giving written notice to Customer, if:

9.2.1. Customer commits any breach of Clauses 5.2, 5.3, 7.3, 8.1 or 8.5;

9.2.2. Customer (or the Facility) undergoes a change of ownership, operation or control to a competitor of Toptracer or Topgolf;

9.2.3. Customer is not RFI within 3 months after the estimated install date (or, in any event, within 12 months of the date of this Agreement); or

9.2.4. following signature of this Agreement, but prior to installation, Customer makes any changes to the nature, scope or size of the Product installation at the Facility, or any material change to the Facility itself.

9.3. *Consequences of termination*. Upon termination of this Agreement (for any reason):

9.3.1. Customer's right to use the Product and any Toptracer Marks will terminate immediately;

9.3.2. Toptracer shall have reasonable access to the Facility to remove the Product;

9.3.3. any outstanding fees or costs owed by Customer to Toptracer shall be immediately payable, including (without limitation), the full outstanding amount of any upfront cost paid or reimbursed by Toptracer (such as RFI costs), regardless of whether such cost was intended to be repaid over the Term; and

9.3.4. any termination of this Agreement shall not affect any accrued rights or liabilities of either party (including Customer's liability for all fees), nor shall it affect the continuance in force of any provision hereof, which is expressly or by implication intended to continue in force on or after such termination.

9.4. *Alternatives to Termination.* Without prejudice to its rights to terminate under this Clause 9, where Customer is in breach of this Agreement which would entitle Toptracer to terminate then Toptracer shall be entitled to:

9.4.1. suspend Customer's use of the Product or any other services (including support) for any period Customer is in breach of this Agreement which would entitle Toptracer to terminate (including for non-payment); and/or

9.4.2. at its sole option, adjust the pricing and other terms in the Order Form in line with its then current market rates.

10. LIABILITY AND INDEMNITY

10.1. *Toptracer Indemnity.* Toptracer shall indemnify Customer against any third party claim that is instituted against Customer that alleges that the Product infringes any IPR of a third party; save to the extent that such claims arise from (a) unauthorized alteration or modification of the Product by or on behalf of Customer; (b) use of the Product by Customer in combination with any hardware, software, or service not provided, or authorized, by Toptracer; or (c) access to or use of the Product that is expressly prohibited by this Agreement or otherwise outside the scope of this Agreement. If the Product is (or in Toptracer's reasonable opinion is likely to be) held by a court of competent jurisdiction to infringe or otherwise violate any third-party IPR, Toptracer shall, at its own election, use commercially reasonable efforts to either (a) promptly replace any allegedly infringing materials with functionally equivalent, non-infringing materials; (b) modify any allegedly infringing materials to render them functionally equivalent and non-infringing; or (c) obtain a license for Customer under this Agreement to continue using the Product. The provisions of this Clause exhaustively regulate Toptracer's liability in the event the Product infringes third party IPR. In order to benefit from such indemnity Customer shall: (i) give Toptracer prompt notice of any such claim or threat thereof; (ii) permit Toptracer sole control (including the right to defend or settle) of such claim through counsel of its choice; and (iii) give Toptracer all information, assistance and authority to defend or settle such claim;

10.2. *Customer Indemnity.* Customer agrees to indemnify Toptracer (and its affiliates) against any and all claims, suits, actions, losses, damages or costs (including reasonable legal fees), arising out of, or in connection with (i) any breach by Customer of Clauses 5.2, 5.3, 7.3, 8.1 or 8.5; and (ii) any third-party claims relating to use of the Facility, save to the extent such third-party claims arise directly from the gross negligence or willful misconduct of Toptracer.

10.3. *Limitations & Exclusions.*

10.3.1. Save as may arise under the indemnities in Clauses 10.1 and 10.2 in no event shall either party be liable for (a) indirect, incidental, special, punitive, consequential, or exemplary damages of any kind whatsoever or for loss of profits, income, anticipated revenue or data; or (b) any amount in excess of the total Fees payable by the Customer during the Term of this Agreement.

10.3.2. Toptracer's liability for any Product downtime, performance or support issues are limited to the remedies set out in the SLA.

10.3.3. Nothing in this Clause 10 limits or exclude any liabilities which may not be limited or excluded under applicable law, nor shall it exclude or limit the Customer's obligation to pay the Fees as they are validly due under this Agreement.

11. MISCELLANEOUS

11.1. *Governing Law.* This Agreement shall be governed by the laws of the State of Texas and the parties consent to the jurisdiction of the courts of Dallas County, Texas. Notwithstanding the foregoing, it is agreed that Toptracer shall have the right at any court of competent jurisdiction to seek injunctive or interim relief to protect any of its rights or interests in this Agreement or in respect of the Product.

11.2. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties in relation to the subject matters provided for herein.

11.3. *Assignment.* Customer shall not be entitled to assign or transfer this Agreement, or the right to use the Product, without Toptracer's prior written consent. Toptracer shall be freely entitled to assign, novate or otherwise transfer this Agreement to any third party without

requiring Customer's consent.

11.4. *Amends to these Terms.* Toptracer may update these terms from time to time upon written notice to the Customer.

11.5. *Other Products & Services.* Toptracer may offer promotions, subscription or other supplementary services via the Toptracer App, TRMS or otherwise. These may contain supplemental terms and conditions which are applicable to the Customer.

11.6. *Language.* If a translation of this Agreement is provided to Customer in a language other than English, these English terms shall prevail in the event of any conflicts.

11.7. *Notices.* All notices given by either party to the other under this Agreement shall be made in English and shall be sent by email to the contact named in the Order Form. Notices to Toptracer shall be cc'd to toptracerlegal@topgolf.com.

11.8. *Survival***.** The following Clauses survive any termination of this Agreement: Clauses 4, 7, 8, 9.3, 10 and 11

Payment Details Schedule

We appreciate your partnership and are thankful for your business. We offer the following payment options but please confirm these details match with invoices provided as details may be updated from time to time:

1. **WIRE/ACH**

Beneficiary:	TopGolf USA, Inc
Beneficiary Address:	8750 N. Central Expressway, Suite 1200, Dallas, TX 75231
Bank:	Bank of America
SWIFT Code:	BOFAUS3N
Routing Number ACH:	111000025
Routing Number Wires:	026009593
Account Number:	488061567861

2. **CHECK** (checks must be payable to TopGolf USA Inc):

USPS Post

Topgolf USA, Inc
P.O. Box 841371
Dallas, TX 75284-4318

COURIER

Bank of America Lockbox Services
Lockbox 841371
1950 N. Stemmons Freeway
Suite 5010
Dallas, TX 75207

If you have questions regarding any of the above payment options, please e-mail AR@topgolf.com

APPENDIX B

Toptracer Service-Level Agreement

OUR PERFORMANCE COMMITMENT: 99% UPTIME

The Toptracer System will deliver functional gameplay in all bays at the Facility, with an Uptime of at least 99%, as further detailed in this SLA.

SERVICE CREDITS

Uptime (monthly)	Service Credit
98.9-95%	5% of monthly fee for affected bays
<95-90%	10% of monthly fee for affected bays
<90-80%	20% of monthly fee for affected bays
<80-70%	30% of monthly fee for affected bays
<70-60%	40% of monthly fee for affected bays
<60-40%	50% of monthly fee for affected bays
<40-25%	75% of monthly fee for affected bays
<25%	100% of monthly fee for affected bays
<20% for all bays in two consecutive months	Customer has right to terminate its Customer Agreement

Obtaining Service Credits:

To obtain Service Credits (or exercise the termination right set out in the chart), Customer must notify Toptracer support by email within 30 days of becoming eligible. Service Credits are applied as credits to Customer's account. Service Credits are applicable to Facility's ordinary opening hours only—no Service Credits apply when the Facility is closed, regardless of Product functionality during this time.

SUPPORT

Where the Performance Commitment is not being met, please contact Support, which is offered 24/7 by email. Additional telephone support is available in certain territories—for opening times and contact details see TRMS. Support is provided primarily on a remote basis, so Toptracer may instruct you to carry out certain troubleshooting and other tasks under the remote guidance of the support team—this is the most efficient way for you to get any issues resolved (see, for example, the *Hardware Replacements* section below). In-person visits by a technician are at Toptracer's discretion. Support is currently available in English and Japanese language. The provision of Support is included within the Customer Agreement at no additional charge other than where site visits or replacement hardware is required due to an *Exclusion* or at Customer request in respect of a matter not covered by this SLA.

To obtain support (and to be eligible for Service Credits) Customer must submit an appropriately detailed support ticket as soon as possible when an issue arises. It is the time of receipt of this ticket which will be used when calculating downtime. Toptracer aim to respond to over 90% of performance related tickets within 90 minutes. The support team will determine whether the issue is attributable to Toptracer or whether any *Exclusions* apply. Support services will be provided with reasonable skill and care, and with your cooperation we will aim to resolve any issues as quickly as possible. Where we fall below the Performance Commitment Customer will be eligible for Service Credits in accordance with this SLA.

Customer may also raise a Support ticket for non-performance related issues, such as general product or sales enquiries, technical support (e.g. "How do I use TRMS?") or special requests(e.g. "I want to move my targets—please can you help with re-calibration"). This SLA does not apply to such tickets and they will be prioritised below performance-related tickets.

GLOSSARY

UPTIME: This is the period of time each month when the Toptracer System is functioning in line with the Performance Commitment. Uptime is expressed as a % across the whole month—see "Uptime % Calculation."

DOWNTIME: Any period of time each month when the Toptracer System is not functioning in line with the Performance Commitment.

EXCLUSIONS: Downtime attributable to certain factors is excluded when calculating Uptime %. These factors are called "Exclusions" and are listed in the "Exclusions" section.

ACTUAL DOWNTIME: Actual Downtime is Downtime which is not attributable to an Exclusion. In simple terms "Actual Downtime" is Downtime which Toptracer is responsible for under this SLA, and it is "Actual Downtime" which is used when calculating Uptime % (see calculation section).

WHAT IS COVERED BY THE SLA?

The Performance Commitment set out in this SLA covers the Toptracer System. The availability of any specific game mode or other service within the system is not guaranteed. Other ancillary parts of the Toptracer Product are not covered by the SLA—this includes TRMS, Leaderboards, Event Management, Toptracer Coach and the Toptracer Mobile App (other than where issues mean that mobile gameplay is entirely unavailable). Additionally, Downtime caused by any "Exclusions" (as listed below) is excluded when calculating Downtime.

UPTIME % CALCULATION

$$\frac{\text{(Hours in Month – Actual Downtime)}}{\text{Hours in Month}} \text{ X 100}$$

EXAMPLE

$$\frac{\text{((24 hours * 30 days = 720 hours) - 15 hours Actual Downtime)}}{\text{24 hours * 30 days = 720 hours}} = \frac{705}{720} \text{ X 100} \quad \textbf{= 98\%}$$

Uptime	98%
Service credit bracket	5%
Bays at site	40
Monthly fee	$10,000
Fee per bay	$250
Bays affected	30
Total credit due	**$375**

EXCLUSIONS

All Downtime attributable to any of the following is excluded when calculating monthly Uptime %:

1 CUSTOMER DELAYS

- Any time Toptracer is awaiting a response or action from a Customer. For example:
  - Time where Toptracer are awaiting further information or other action from a Customer (at any time during the support process)
  - Any time between an issue first arising and Customer submitting a support ticket
  - Time taken for on-site hardware reboot/power cycle, such as router, server, sensor, switch or screens.
- Delays caused by incorrect or incomplete information submitted by Customer—including where support requests or communications are made other than via raising a support ticket and communicating directly with the support team.

2 PERMITTED DOWNTIME

Scheduled Downtime
Toptracer schedules system updates overnight, every night for a minimum of two hours, and this does not count as Actual Downtime. We endeavor to schedule updates between 2-4 a.m. local time, but they may occur anytime between 2300 and 0700. Further, Toptracer may perform additional maintenance for up to six hours per month and for no more than two hours on each occasion, which will not count as Actual Downtime provided it is notified to customer at least 72 hours in advance.

Fleeting Downtime
Actual Downtime is calculated in whole hours and with a minimum of 1 hour. This means that any Downtime less than 1 hour, or any Downtime resolved by Toptracer within 1 hour, is considered an Exclusion. Similarly, occasional shots that are not tracked or are tracked incorrectly do not count as Actual Downtime, nor do occasional gameplay bugs or glitches.

Emergency Downtime
Downtime to enable updates that are required to protect the Toptracer System or otherwise for security purposes are considered an Exclusion.

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3 HARDWARE REPLACEMENTS

When Hardware items need to be replaced or repaired there may be a delay while replacements are shipped to the Customer from Toptracer's warehouse. To give Customer instant access to replacement Hardware by providing spares at install is cost prohibitive and would require Toptracer to increase its fee levels. As such, when Toptracer is required to ship replacement Hardware to a Customer, this shall be an Exclusion provided the replacement reaches the Customer within five business days of the need for a replacement being confirmed by the support team (3-5 additional days for Asia-Pacific). Such Exclusion is only permitted on two occasions per year (one occasion shall mean one or more related Hardware replacement requirements which are shipped at the same time).

Once replacement Hardware arrives with Customer, Toptracer will guide Customer through the process of carrying out the replacement itself and will also remotely carry out any calibration or other updates required. Any time between the Hardware replacement arriving and the Customer attempting the replacement does not count as Actual Downtime. If Customer prefers that a Toptracer engineer carries out the replacement in person then this can be arranged, but no time commitment is given on engineer availability, and any delay will not count as Actual Downtime.

Hardware replacements attributable to any Exclusion (for example, accidental damage or fire) are not covered by this SLA but should be arranged by raising a support ticket. These replacements are at the Customer's cost.

4 OTHER EXCLUSIONS

- Any failure by the Customer to perform its obligations, as described in the *Technical Requirements* and the *Customer Agreement*, including but not limited to:
    - Any Power or Data cabling related issues.
    - Leaving the sensors switched on and in their original placement.
    - Leaving the monitors switched on and in their originally assigned bay, unless otherwise agreed/ communicated with Toptracer.
    - Securing power supply to all Toptracer hardware installed on site.
    - Not making any amendments to measured outfield targets, hitting bays, or bay mats.
    - Providing an internet connection on par with, or better than, our requirements.
    - Turning on artificial lighting when required and lighting maintenance.
    - Any breaches by the Customer of its Customer Agreement.
    - Modifications or maintenance to the system performed by anyone other than as authorized and instructed by Toptracer, or by anyone other than Toptracer or a Toptracer-authorized representative.
    - Use of the system contrary to the instructions for use or other than for its permitted purpose.

- Defects or failures in the Customer's own facilities or systems (e.g. ball dispensers and payment systems) or any hardware, cabling, network and/or third-party hardware, software or systems.

- Any issue related to abuse, accident, misuse, theft, criminal damage,negligence, or similar.

- Devices connected to the Toptracer System (i.e. end-user mobile devices).

- Any golf shots which do not ever enter the tracing zone, or do not spend the majority of their flight in the tracing zone (see *Technical Requirements*).

- Hardware shipping delays caused by customs authorities or other governmental agencies.

- And Facility-specific exclusions set out in Customer Agreement.

- Unforeseen or force majeure events such as: fire, flood, lightning strikes, power surges, earthquake, windstorm, or other natural disaster; act of any sovereign, including but not limited to war, invasion,act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion,revolution, insurrection, military or usurped power or confiscation, nationalization,requisition, destruction or damage to property by or under the order of any government or public or local authority, or imposition of government sanction embargo or similar action; law, judgment,order, decree, embargo, blockade, labor dispute, including but not limited to strike,lockout or boycott; national calamity, riot,or mourning, interruption or failure of utility service, including but not limited to electric power, gas, water, telephone, or internet service; theft or vandalism; periods of heavy rain, hail, snow, fog, winds strong enough to cause sensors to move, or other extreme, adverse, or unusual weather or environmental conditions (including without limitation smog, poor visibility, dust or sand storms, insect swarms or infestations, and unexpected daylight conditions), or any other matter or cause beyond the control of Toptracer.

APPENDIX C

Technical Requirements

TOPTRACER RANGE SYSTEM OVERVIEW

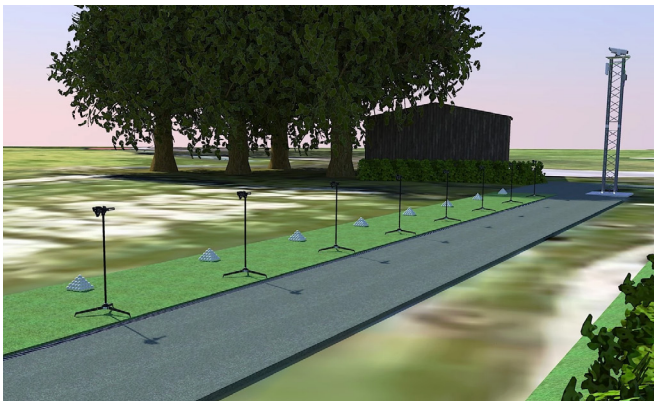
Toptracer Range is a golf ball tracing system for permanent installation at driving ranges. It uses a minimum of two sensors coupled with a server to detect and trace shots hit inside of a tracing zone in the range outfield. Each shot is traced and then shot information is made available to the screens in real time through the Toptracer Range network. The screen displays shot information to golfers in a format determined by the mode of play selected.

Sensors are placed above or behind the tee line. The sensors cover all bays located between them, which may include several tiers of a multi-level driving range or a grass tee/astroturf area without defined bays. Sensor placement and required amount of hardware is determined once a site is surveyed.

Toptracer Range is offered in two different configurations, Monitor and Mobile. **Monitor** means that fixed screens will be mounted in connection with each hitting bay on the driving range. The shot information will then be displayed on these screens. **Mobile** is a solution where the shot information is instead displayed on the golfers own handheld device, i.e. mobile phones or tablets, through the Toptracer Range App (iOS/Android). Gaming modes and functionalities differ between the Monitor and Mobile offerings.



Toptracer Range Monitor



Toptracer Range Mobile

SYSTEM REQUIREMENTS

In addition to components provided by Toptracer, the system requires certain customer-provided elements to enable it to function properly. The various technical and non-technical elements are listed below and all of these must be adhered to by Customer throughout the term of its Customer Agreement. Certain elements need to be fulfilled prior to Toptracer install technicians arriving on site to install the system, and these are addressed first in the section which follows.

REQUIREMENTS PRIOR TO INSTALLATION

Customer must deliver all of the below in order to be "Ready for Install" (RFI) as required under the Customer Agreement. The following are general requirements, but more specific requirements for each site will be detailed by Toptracer in a document called a "Design Pack". Note that although these are RFI requirements, they must (as with all other requirements) also be maintained and adhered to by the Customer throughout the term of its Customer Agreement.

POWER & DATA

Wiring

The Toptracer Range server, screens, and sensors require power and/or data connections in order to function. Network and power should be in proximity (within a few meters) of each sensor, screen, and server location. The range owner is responsible for providing and maintaining the infrastructure for power and data cables. Toptracer will provide individually tailored guidance in the Design Pack.

Customer is advised that depending on the scale of the installation, the power and data work can be a substantial process which can take several weeks to complete. Customer shall provide no less than weekly progress updates and shall inform Toptracer if there is any risk that power and data installation may not be completed in time. The power and data work shall be carried out in accordance with local laws and requirements. An electrical and data cable verification test must be carried out by the contractor when the installation is complete to ensure the quality of the power and data work and to verify there are no faults in the cables (results of the test must be provided to Toptracer). Further tests shall also be required at contract renewals and otherwise as required to assess functionality. If Customer or its contractor fails to carry out necessary cable tests Toptracer has the right to perform a test itself, or order it through a 3rd party, in each case at Customer's cost.

Power and data cable related issues are some of the most common reasons for delayed installs and subsequent problems. We advise you to have the works carried out professionally and to maintain cabling through regular cleaning and checks. Toptracer are not responsible for any downtime caused by power and data cable issues.

INTERNET CONNECTION

The Customer must provide an internet connection which meets at least the following minimum requirements:

General
The Toptracer Range system depends on a variety of cloud services for system management, updates, backups, and archiving data, and an outgoing connection to the public internet without traffic interference from firewalls or filtering is required.

Technical Requirements
A wired internet connection or a wireless 4G/5G connection with speed, bandwidth and stability, consisting of a minimum of 99% monthly uptime and 95% bandwidth availability as a minimum for both incoming and outgoing data:

Monitor Configuration = 4 Mbit/s download and 2 Mbit/s upload

Mobile Configuration = 10 Mbit/s download and 10 Mbit/s upload

Additional requirements

- No range-owned equipment shall be connected to the Toptracer Range local area network.
- No networks between Toptracer Range and the open internet may use the IP-address range: 10.0.0.0/8 – This would cause the Toptracer Range VPN to have routing issues.
- The Toptracer local area network and the range's own network needs to be isolated from each other for security reasons. Toptracer Range is not liable for any malfunctions caused by a range connecting its own equipment to the Toptracer Range local area network.
  Example: The range is supplied with Wi-Fi for Toptracer Range Mobile from Toptracer and the Toptracer router gets internet from the range's router. The range router has the default password and someone uses the Wi-Fi connection for Toptracer Range Mobile to log in to the range's router and shuts down the clubhouse Wi-Fi.

SERVER ROOM

The server(s) used for the system need to be housed in a suitable water-tight location and protected from extremes of heat and cold. In certain climates, cooling or heating may be required. Depending on the site Toptracer may install servers built to be mounted outdoors, and thus able to withstand the forces of weather. This does however not include e.g. direct spray from irrigation systems and/or any form of force applied by humans or machines. Toptracer will prior to installation determine suitable locations for the hardware in the Design Pack, and it is the customer's responsibility to not post-install alter any circumstances at the facility in a way that would harm Toptracer hardware or affect its functionality.



An example of a concrete foundation for a truss holding the sensors.

CONSTRUCTION WORKS

Prior to installation the range owner may be required to e.g. provide a concrete foundation to hold the trusses upon which the sensors will be mounted. This is the case when there is no building upon which to mount sensors.

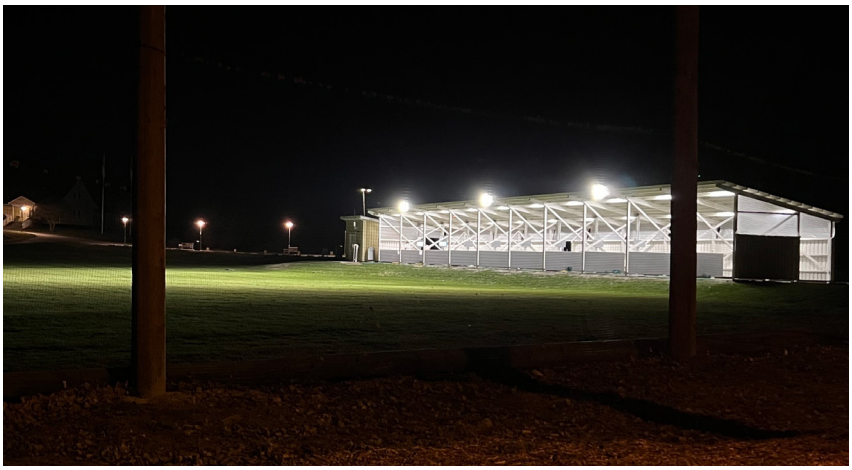
Specifications for these concrete foundations will be supplied in the Design Pack to the customer by the Toptracer Range operations and install team, but please note that these should be used for guidance only. Customers should always make its own assessment based on site conditions.

Other construction works may include trenching to run conduits for electrical/data wiring. All construction works (including any of customer's own construction or refurbishment works) need to be completed before Toptracer install technicians arrive to mount and install the Toptracer hardware.

ARTIFICIAL LIGHTING

The system requires artificial lighting in low light conditions. Often, the existing lighting at the driving range will be sufficient. Toptracer can assist with the introduction to a third party lighting specialist for the assessment of the customers' existing lighting. It is the customer's responsibility to ensure lighting requirements are met and maintained.

The customer must consult with Toptracer regarding any lighting installations or alterations before these are done to ensure proper system functionality.



An example of lighting for nighttime use of Toptracer Range.

HITTING BAYS

If bays are equipped with the Monitor solution the hitting bays must be fixed to ensure the best player experience. Any amendments to the bay mats needs to be approved by the Toptracer Technical Support team beforehand to not impact system functionality. Moving hitting bays without obtaining permission may require a re-measure to restore system functionality. Additional charges for such a re-measure will apply, in accordance with then-current Toptracer rates.

For the Mobile solution we will measure a defined grass tee or synthetic turf area, which is the space from where golfers can hit shots and get data displayed on their mobile device.

OTHER REQUIREMENTS

ALWAYS KEEP EQUIPMENT POWERED ON

Apart from when a Toptracer Support Technician asks the customer to turn off/power down any part of the Toptracer system, no Toptracer hardware installed on site should be turned off/powered down without first receiving approval from Toptracer. Such approval is obtained by contacting the Toptracer Technical Support team.

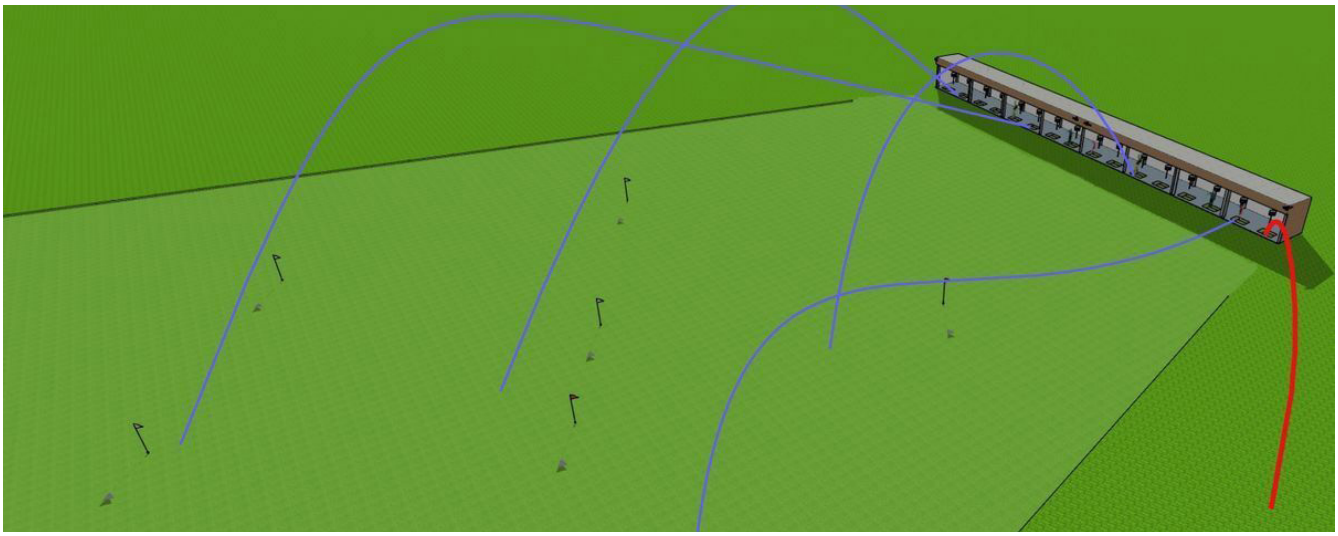
DO NOT MOVE TOPTRACER EQUIPMENT

No Toptracer mounted hardware (e.g. sensors, servers, access points) should be moved without first obtaining approval from the Toptracer Technical Support team. In the case of the sensors, any movement of these may result in immediate impact on the system performance.

GENERAL CLEANING

It is the customer's responsibility to ensure all hardware parts of the Toptracer system are appropriately cleaned. For example, dust should not be allowed to build up on any hardware, and screens should be cleaned only with appropriate solvents. The Support or Account Management Team will provide guidance on appropriate cleaning procedures for different hardware, make sure to read these cleaning guidelines before applying any solvents to the Toptracer hardware.

If the Toptracer Support Team notice a build up of any sort of coating/dirt on the front glass of the sensors that could impact system performance they can reach out to the customer and ask for the glass to be cleaned. Even when sensors are mounted high up on a building structure it is important that the customer maintains a way of safely accessing the sensors with ladders or similar.



An example of a range outfield, showing fixed targets and tracing zone.

RANGE OUTFIELD

Toptracer will offer advice on outfield target placement to enhance the player experience in the different Toptracer game modes. The targets in the outfield must be placed within the tracing zone and remain fixed in their exact locations, as any movement might impact the system performance negatively. In certain cases targets will need to be added to the outfield in order to ensure maximum system performance.

The customer must not make any significant changes to the outfield generally (and must not move the measured targets) without first consulting with Toptracer as outfield changes may require a re-measure performed by a trained Toptracer Install Technician. Charges would apply for such a re-measure will apply, in accordance with then-current Toptracer rates.

GOLF BALLS

The system operates with all types of standard golf balls. For optimum functionality, all golf balls should be of the same make, model and functionality, and be of the same age/condition. We recommend using white or yellow golf balls. Certain colors, such as red or blue, should not be used.

Some golf balls might be flight and/or performance restricted due to a shortened outfield or because they are preferred by the customer. It is important to be aware that the Toptracer Range system will track the actual golf ball being hit, meaning a flight-restricted golf ball will show shorter shot lengths than a golfer may be used to when comparing with the full-flight ball they would normally play on the course.

If the flight restriction is substantial we recommend utilizing the ball normalization feature within the system to adjust the displayed shot numbers to be more akin to how a standard golf ball would perform. The exact level of adjustment needed is agreed upon between the customer and the Toptracer Installation Technician during the installation of the system. If the customer changes golf balls, with different characteristics, this should be highlighted to the Toptracer Support Team so they can adjust the ball normalization accordingly. If there are different types of golf balls on the same range, the system cannot take this into account and will apply the same ball normalization for all golf balls at the same range. For this reason, mixing different models of golf balls, or mixing new and used golf balls, should be avoided.

COOPERATION WITH TOPTRACER SUPPORT

In order to get the most out of your Toptracer system, and to resolve any technical issues, your cooperation with the Toptracer Support Team is essential. The speed and quality of information you provide to the Toptracer Support Team will help significantly in resolving any technical issues which might occur. As set out in the SLA, when any Hardware needs to be replaced, we will guide you through this process remotely to save additional waiting time and cost for an engineer visit. Please only carry out any upkeep or other interactions with your system under the direct instruction of the Toptracer Support Team – DIY fixes may cause further delays and in the worst case may invalidate your Customer Agreement. Toptracer Support works on a primarily remote basis – to arrange site visits for every small issue around the world would be inefficient and not cost-effective. However, at our discretion we will carry out in-person site visits where we deem necessary. If you feel uncomfortable carrying out any hardware replacements or other tasks under our remote direction we will also be happy to arrange a site visit, but any time waiting for an engineer to visit will not count as “downtime” under the SLA (see the SLA for full terms).

P2 Program

TOPTRACER

CUSTOMER BENEFIT	
TERMS	All Toptracer range technology at Callaway **discount (up to 14% off)**. See Ambassador Program Sheet for details. **5 year partnership agreement**
FORESIGHT GC QUAD	**1 Foresight GC Quad** @ no charge ($20K value)
PREFERRED RANGE BALL PRICING	**No Charge Range Balls** (one time $12,500 wholesale value) **$5 off Chrome Soft Practice Ball, $1 off Callaway Practice Ball, $1 off Callaway Pro Practice Ball, $1 off Callaway Chrome Soft Fit Bay Practice Ball**
TOPTRACER COACH ACCOUNT	**2 Toptracer Coach accounts a 10k value -** with I-pads while our stocks last
ELEVATED CALLAWAY STAFF	**Elevated Callaway Staff Consideration** (Master Staff, National Fitters Board, National Players Board)
FITTING CART COMPONENTS & TOURNAMENTS	Access to **fitting cart components** **Unique Tournament Experiences with Callaway & Toptracer (Closest to Hole/ Long Drive)**

CUSTOMER COMMITMENT	
Full Line Category & Launch Support	**60% Golf ball and glove share** **Exclusive Golf Ball in the $30 $20-$30 segment** **Exclusive Logo Golf Ball & Glove** **Preferred vendor for wedges, putters and golf bags (Callaway & OGIO)**
POSITIONING & MERCHANDISING	Exclusive Golf Ball & Glove at **Counter** Callaway will represent at least **50% of all customer's golf ball facings at all times** (ie. sleeve, dozens, Jar Ball & floor displays) Callaway will receive an **elevated fitting position**
TRAINING	Callaway to **host an education day** for staff and members on the benefits of Callaway Balls
ADVOCATE	**Callaway Advocate** on staff to promote and recommend Callaway golf balls where purchased.
INCENTIVES	Callaway has the opportunity to participate in all **sales associate incentives** offered in your store at the highest level. **No brand will be given an advantage over Callaway Golf at anytime**







Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Friday, 7th June 2024, the Purchasing Authority recommended an award of RFP number 2024-37 Appraisal Services – Revaluation to Tyler Technologies, Inc. Moraine, OH to provide appraisal services concerning the reappraisal and revaluation of all taxable and exempt real property within the corporate limits of the Town of Fairfield as detailed in the RFP specifications and as summarized below:

1. Fiscal Year 2025 Revaluation with full inspections:	$	631,000.00
2. Optional Services:		
a. Sketch Review:	$	Included
b. Street level Digital Images	$	3.00/parcel
c. Cost of Litigation	$	Informal $1,600.00/Day
	$	Formal & Litigation $2,000.00/Day
	$	MAI Litigation $2,400.00/Day
d. Cost of Open Building Permit Inspection	$	Included

Tyler Technologies Inc. was selected based on a combination of qualifications, revaluation experience with the VGSI CAMA Software system, experience of the Project Manager and staff assigned to the project, competitiveness of the fee proposal and the capacity and capability to complete all work on-time and within budget.

The award of the contract to Tyler Technologies, Inc. may be subject to the review and approval of the Board of Selectmen.

William A. Gerber, First Selectman

Adam B. Tulin, Director of Purchasing

RFP # 2024-37 Appraisal Services - Property Revaluation	Town of Fairfield Participating Companies		
DATE: March 7, 2024			
TIME: 2:00PM			
	Municipal Valuation Services **Fairfield, CT**	**Tyler Technologies** **Moraine, OH**	**Vision Government Solutions** **Hudson, MA**

Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256·3060
FAX (203) 256·3080

RFP #2024-37

Appraisal Services – Property Revaluation

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted_____ 2024

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

First Selectman

Director of Purchasing

2/5/2024
Date

Proposer:

_____
Doing Business As (Trade Name)

_____
Address

_____
Town, State, Zip

_____
(Mr. /Ms.) Name and Title, Printed

_____
Signature

_____ _____
Telephone Fax

_____
E-mail

Sealed proposals will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

2:00pm, Thursday, 29th February, 2024

To provide appraisal services concerning the reappraisal and revaluation of all taxable and exempt real property within the corporate limits of the Town of Fairfield, Connecticut.

NOTES:

1. Proposers are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their submission.
2. No proposal shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Proposals are to be submitted in a sealed envelope and clearly marked "**RFP #2024-37**" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the Proposer to see that the proposal is received by the Fairfield Purchasing Department prior to the time and date noted above. Proposals are not to be submitted via email or fax.
5. Proposals are not to be submitted with plastic binders or covers, nor may the proposal contain any plastic inserts or pages.

REQUEST FOR PROPOSAL

OVERVIEW

The Town of Fairfield is undertaking a program to revalue all real property, effective October 1, 2025. The last revaluation was completed October 1, 2020. This Request for Proposals is intended to allow the Town and the Proposer to entertain a number of options to complete the revaluation using a combination of in-house resources and/or a revaluation firm or firms certified with the State of Connecticut and under contract with the Town. The revaluation will be performed using the Vision Government Solutions, Inc., Version 8.0 CAMA software.

The successful Contractor who executes the contract with the Town shall furnish all specified labor, materials, supplies, forms, and perform all work for the project in accordance with these contract specifications.

All work will be carried out and all forms, materials, supplies and systems utilized in this project, shall conform to and be carried out in accordance with the rulings of the Secretary of Office of Policy and Management, pertinent ordinances and agreements of the Town, pertinent state statutes and pertinent decisions of several courts. The revaluation will be performed under the direct supervision and approval of the Assessor of the Town of Fairfield, Connecticut.

The values to be determined shall be the full fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraising.

It is expected that the Proposer or his or her representative will visit the Town of Fairfield; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts, and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the TOWN which would influence this bid proposal.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at **www.fairfieldct.org/purchasing**

- It is each Proposer's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **4:30 pm** on **Tuesday, February 13th, 2024.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the proposer waiving the right to dispute proposal specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing to the Purchasing Department and directed only to:
Ms. Lee A. Flaherty, Assistant Director, LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Thursday, February 15th, 2024** to the Town of Fairfield website, which is www.fairfieldct.org/purchasing. It is the responsibility of each proposer to retrieve addenda from the website. Any contact about this proposal between a Proposer and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Proposer. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

SUBMISSION REQUIREMENTS

Companies shall submit one (1) original copy, three (3) copies, and one (1) USB copy of your proposal.

CONTRACT SPECIFICATIONS

1. DEFINITIONS:

1.1 ASSESSOR: The word "Assessor" shall mean the duly appointed Town Assessor of Fairfield, Connecticut.

1.2 PROJECT: The word "Project" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property within the corporate limits of the Town of Fairfield.

1.3 CONTRACTOR: The word "Contractor" shall mean and shall be used interchangeably with the word "Company".

1.4 TOWN: The word "Town" shall mean the Town of Fairfield, Connecticut.

1.5 CAMA: The word "CAMA" shall hereinafter mean the Town's VGSI V8 CAMA System.

1.6 QUESTIONNAIRE: "Questionnaire" as defined in CGS Sec 12-62(b)(4). QUESTIONNAIRES are also called "data mailers" in the revaluation industry therefore "data mailers" and "QUESTIONNAIRES" shall have the same meaning.

1.7 FULL INSPECTION: "FULL INSPECTION" means "fully inspect" as defined in CGS Sec, 12-62(b) (3-4).

1.8 COMPANY: The word "Company" means any person, firm, corporation, association or other entity performing the revaluation work under contract.

1.9 JURISDICTION: The word "Jurisdiction" shall mean the Town of Fairfield, Connecticut, and shall be used interchangeably with the word "Town".

2. SCOPE OF PROJECT:

This project includes the revaluation of all real property within the corporate limits of FAIRFIELD, Connecticut effective as of October 1, 2025.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the TOWN OF FAIRFIELD.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 12 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Project will cover and include all real property in FAIRFIELD including the following categories:

1. All taxable real estate, land, buildings, and improvements.
2. All tax-exempt real estate, land, buildings, and improvements.
3. All public utility real estate.

2.1 EFFECTIVE DATE:

The effective date of this project shall be for the October 1, 2025 Grand List and the pricing and valuation by CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the present true and actual value as of October 1, 2025.

2.2 PARCEL COUNT:

CONTRACTOR's price for the revaluation is based upon the following anticipated parcel counts (estimated by TOWN as of October 1, 2025). See current Classification Report Attached

2.3 TOWN DATA:

Current Basis of Assessment	
Parcel Count	21,677
Taxable Grand List as of October 1, 2022	11,930,397,056
Date of Last Revaluation	October 1, 2020
Estimated 2022 Population (from CERC)	61,740
Area of the Town	30.6 sq. miles
Estimated Open Permit for inspection	700

3. GENERAL CONDITIONS:

3.1 STATE CERTIFICATION

The CONTRACTOR must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

3.2 PERSONNEL

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. CONTRACTOR shall submit to the TOWN, written qualifications of all personnel assigned to this project.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR.

3.2.1 Minimum Qualifications:

3.2.1.a Project Manager or Supervisor:

The administration of this project shall be assigned by CONTRACTOR to a project manage or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (3) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR.

3.2.1.b Reviewers and Appraisers:

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.

3.2.1.c Data Collectors:

Data Collectors shall have a high school diploma or equivalency and at least three years' experience in the appraisal or municipal field. Ay field person who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor. The ASSESSOR shall be notified of the individuals name, starting date, qualifications, and field assignments prior to the commencement of the individual's duties on this project.

3.2.1.d Background Check:

All personnel shall be subject to complete criminal background checks at the expense of the contractor, and may be required to obtain security clearance prior to commencing the CONTRACT.

3.2.2 Identification

All field personnel shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by CONTRACTOR and signed by the TOWN'S Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by field personnel shall be registered with the TOWN's Police Department giving license number, make, model, year and color of all vehicles used on this Project.

3.2.3 Office Hours and Staffing

CONTRACTOR may maintain an office in the FAIRFIELD Town Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

3.3 PROTECTION OF THE TOWN

3.3.1 Performance Bonding

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the TOWN a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum best Company rating of "A-VII." Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN 'S attorney. It is understood and agreed that upon completion and delivery to the Town of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2025.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

The performance bond shall be delivered to the Assessor within fourteen (14) days after signing of the Contract and prior to commencement of actual work. This bond shall include the appeal requirements of these Contract Specifications.

Commencement of the work prior to the approval by the Town of the Performance Surety Bond submitted by the Company and prior to written notice to proceed from the Town shall be grounds for the cancellation of the Contract.

3.3.2 Insurance

Refer to Insurance coverage Terms and Conditions on page 23 of this RFP document.

3.3.3 Liquidated Damages

Failure by CONTRACTOR to complete all work prior to the date specified herein, December 30, 2025, unless mutually agreed upon, shall be cause for payment by CONTRACTOR, on request of the ASSESSOR, in the amount of TWO HUNDRED DOLLARS ($200.00) per day beyond the specified date of completion. For the purposes of this section, completion of all work no later than December 30, 2025 is defined as follows:

1. Completed property record cards with all pricing, review and final valuations.

2. Final Assessment notices addressed and in envelopes prepared for mailing.

3.4 COMPLETION DATE AND TIME SCHEDULE

3.4.1 Signing of Contract

Within 30 days after receipt of notice of acceptance by the TOWN of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the TOWN a contract in the form agreeable to the TOWN and incorporating these contract specifications.

Contractor shall commence the revaluation work on or about April 1, 2024, exact date will be determined in cooperation with the ASSESSOR, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

3.4.2 Completion Dates

The following phases of the PROJECT must be completed in accordance with the following schedule. Failure to substantially complete the stated performance by the stated dates shall constitute a material breach of this Contract:

3.4.2.a Data Collection starts on or about April 1, 2024 and completed by July 1, 2025.

3.4.2.b Complete and deliver to the Assessor commercial, industrial, public utility, and tax-exempt valuation by September 1, 2025 (except for current building permits).

3.4.2.c Complete and deliver to the Assessor land study and values set by September 1, 2025.

3.4.2.d Complete and deliver building cost manual by October 1, 2025.

3.4.2.e Complete and deliver to the Assessor the study of market rents, expenses and capitalization factors by October 1, 2025.

3.4.2.f Deliver completed CAMA database with digital images (if awarded), property record cards with all measurements, listings, sketches, pricing, and suggested values to the ASSESSOR according to the following schedule:

3.4.2.g ASSESSOR completes review and final adjustments made for real property no later than November 5, 2025.

3.4.2.h Assessment change notices mailed to comply with requirements of Connecticut State Statutes, Section 12-62(f) by November 15, 2025. (CONTRACTOR to pay postage). A PDF or similar copy of the notices will be placed in the CAMA system in the “Associated Documents” section appropriately labeled and an entry made in the “Notice History” section of the CAMA system.

3.4.2.i Informal hearings to begin no later than November 29, 2025 and end no later than December 20, 2025. Any extension to this date will be at the discretion of the ASSESSOR. A PDF or similar copy of the notices of results of informal hearings shall be completed on forms approved by the Assessor and mailed out (CONTRACTOR to pay postage), no later than December 30, 2025. Notices will be placed in the CAMA system in the “Associated Documents” section appropriately labeled and an entry made in the “Notice History” section of the CAMA system.

3.4.2.j Final property record cards delivered to the ASSESSOR December 30, 2025.

3.4.3 Assessment Date

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for assessments effective on the Grand List of October 1, 2025.

3.4.4 Delays

CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

3.5 PAYMENT SCHEDULE

3.5.1 Progress Payments

Payments shall be made in the following manner:

From the commencement of this project, on or about April 1, 2024, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The TOWN , upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2025 Grand List in accordance with provisions of Section 3.3.3b of this contract

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

3.5.2 Fiscal Year Limitations:

The contract cost shall be paid in the 2024 to 2026 TOWN Fiscal Years according to the provisions of this section and subject to the appropriation of necessary funds by the TOWN's fiscal authority. CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

4. RESPONSIBILITIES OF CONTRACTOR

4.1 GOOD FAITH

CONTRACTOR shall, in good faith use, its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the TOWN, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

4.2 PUBLIC RELATIONS

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the TOWN may be informed as to the purpose, benefits and procedures of the revaluation program.

CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press, social media outlets, and other platforms, such as meeting with citizens, service clubs, neighborhood and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

4.3 CONDUCT OF COMPANY EMPLOYEES

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the TOWN with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

4.4 RECORDS

4.4.1 General Provisions

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the TOWN. The CONTRACTOR is responsible for all costs associated with obtaining any necessary licensing for the CAMA system.

4.4.2 Records are Town Property

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the project or termination of this contract by the TOWN, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

1. Assessor's Maps;
2. Land Value Maps;
3. Materials and Wages, Cost Investigations and Schedules;
4. Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches;
5. Capitalization Rate Data;
6. Sales Data;
7. Depreciation Tables;
8. Computations of land and/or building values;
9. All letters of memoranda to individuals or groups explaining methods used for appraisals;
10. Operating statement of income properties;
11. Duplicated notice of valuation changes;
12. Database of all property records, CAMA system, and integration with administrative system.

In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 (c) of the Connecticut General Statutes.

4.4.3 Assessor's Records

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without prior written permission of the ASSESSOR.

The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards.

4.4.4 Property Record Cards (Street Cards)

CONTRACTOR shall cause the complete update of all, Property Record Cards within the CAMA system, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The "Street Cards" or "Field Cards" will contain a digitized photo of each house.

4.5 ASSESSMENT NOTICES

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared on a form approved by the ASSESSOR. CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR in accordance with Connecticut General Statutes.

A PDF or similar copy of the notices will be placed in the CAMA system in the "Associated Documents" section appropriately labeled and an entry made in the "Notice History" section of the CAMA system.

At that same time, the company should be prepared to make data available via the Web so that taxpayers can log in and review properties on-line.

4.6 INFORMAL HEARINGS

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold informal hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal hearings, at the ASSESSOR's discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of informal hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The informal hearings shall be completed by December 20, 2025. Any extension to this date will be at the discretion of the ASSESSOR.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested an informal hearing and the result of that informal hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR shall cause an entry to be made in the "Visit History" section of the CAMA system for each formal hearing and coded as to the result.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

A PDF or similar copy of the informal hearing results notices will be placed in the CAMA system in the "Associated Documents" section appropriately labeled and an entry made in the "Notice History" section of the CAMA system.

4.7 BOARD OF ASSESSMENT APPEALS

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2025 Grand List or for one complete calendar year beyond completion of the revaluation, whichever comes first, to assist in the settlement of complaints and to explain the valuations made.

4.8 LITIGATION

In the event of appeal to the courts, and if requested by the ASSESSOR, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that if CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2025 Grand List assessments, CONTRACTOR shall be compensated at a per Diem rate of $_____. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the TOWN to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than CONTRACTOR.

4.9 INFORMATION

4.9.1 Information to TOWN

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2025 Grand List, without any additional cost to the TOWN .

5. BUILDING COST SCHEDULES

5.1 GENERAL

CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the TOWN for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

5.2 TYPES OF COST SCHEDULES

5.2.1 Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

5.2.2 Commercial

Cost schedules and Income and Expense Capitalization schedules shall both be developed. The ASSESSOR will make the determination on which schedule will be used for the final values. Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

5.2.3 Industrial and Special Structures

Cost schedules and Income and Expense Capitalization schedules shall both be developed. The ASSESSOR will make the determination on which schedule will be used for the final values. Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

5.2.4 Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc.

Cost schedules for the afore-mentioned must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

5.3 DEPRECIATION SCHEDULES

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

5.4 SCHEDULE FOR TOWN

CONTRACTOR shall supply and leave for the TOWN not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the TOWN 'S usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

6. APPRAISAL SPECIFICATIONS

6.1 APPRAISAL OF LAND

CONTRACTOR shall appraise all land within the TOWN: including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.

6.1.1 Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to October 1, 2025, or other period as agreed to by the ASSESSOR**.** The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the TOWN. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

6.1.2 Land Value Inspection

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

6.1.3 Land Value Unit

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

6.1.4 Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate “neighborhood” units within the TOWN. Each neighborhood unit will, in CONTRACTOR'S opinion, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

6.2 APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES

6.2.1 Full Inspections

To meet the requirement of CGS 12-62 (B) (3&4) the contractor will mail questioners to all improved properties. Data mailers will include an option for the owner to request an inspection of the property and provide the ability for an online response. The Contractor will be responsible for reviewing all returned data mailers, performing all requested inspections and updating the Vision data as needed. The notice history section within Vision will be updated to reflect the mailing date of all notices and if a mailer has been returned. For any property were a satisfactory questioner is not received a full property inspection will be performed as follows:

The contractor will attempt to perform a complete interior inspection. The data collectors are required to indicate whether entry was made. Where entry is made, the contractor will attempt to secure the signature of an owner or adult occupant. (If no one is at home the data collector must leave notification of the visit or must notify owner by mail within ten (10) days.) The Data Mailer cannot be used for this notification. Instructions on how the occupant may set up an appointment for an inspection are to be supplied.

In the case of total refusals, signatures should be obtained and a list of all such refusals will be given to the project administrator and copied to the assessor for assistance in gaining entry.

At least two (2) entry attempts (initial attempt and one callback) are required in all cases where entry, except for outright-signed refusals, has not been made. The second attempt must be made either in the evening (after 6:00 pm) or on weekends.

After two (2) unsuccessful entry attempts have been made, the contractor must forward a notice to the parcel owner, of attempted entry that details a procedure whereby the owner may schedule an interior inspection with the contractor. A follow up Data Mailer will suffice as this notice. A list of those parcels for which there was no affirmative response must be given to the project administrator and copied to the assessor for a final entry attempt.

To ensure the quality of the Data Mailer program the Assessor will select a sample of up to 1,000 properties that the contractor will perform a inspection of.

The CONTRACTOR will perform inspections of all sold properties to be utilized in the analysis which will include a minimum of 18 months of sales which are estimated at approximately 1,500 properties.

The Vision field card Visit History section shall be updated with the date of each visit and appropriately coded with the result of the visit.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures.

6.2.2 Sketch Review

The Town will provide a list of properties and access to our GIS system where a discrepancy has been discovered in the footprint of existing buildings using an automated sketch verification service. The contractor will review and make changes to the Vision field card as needed. The Assessor and Contractor will determine a threshold of change that will trigger a traditional Inspection or a change letter based on the results of the Sketch Verification.

Contractor will update the Visit History to reflect this review and the result.

6.2.3 Exterior Field Review

6.2.3.a All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously prescribed in these specifications. The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation**.**

6.2.3.b Field Recording: Physical data and characteristics of the land parcel shall be observed in the field and recorded.

6.2.4 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the present true and actual value as of October 1, 2025, and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

6.3 APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES

6.3.1 General

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

6.3.2 Income Approach

Income and expense data gathered by the TOWN shall be utilized by CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom

of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, CONTRACTOR will establish market or economic rent and expenses schedules for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses CONTRACTOR shall be responsible for entering all income data into the CAMA system.

6.3.3 Review

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

6.4 CONTROL AND QUALITY CHECKS

6.4.1 Field Checks

The ASSESSOR shall spot check in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

6.4.2 Building Permits

The Contractor shall be responsible for all building permit data collection on properties where an open permit exists that was issued prior to October 1, 2025 and is for new construction, an addition or a remodel.

6.4.3 Sales Analysis

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

6.4.4 Performance Based Revaluation Standards

All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the State of Connecticut Office of Policy and Management in accordance with Section 12-62i of the Connecticut General Statutes.

7. RESPONSIBILITIES OF THE TOWN

7.1 NATURE OF SCIENCE

It is clearly understood and agreed that the service rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

7.2 COOPERATION

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

7.3 ITEMS FURNISHED BY THE TOWN

The TOWN shall furnish the following:

7.3.1 Maps

The TOWN shall furnish access to the most up-to-date TOWN Tax Maps that are currently available showing streets, and property lines and boundaries.

7.3.2 Land Dimensions

The TOWN will make available lot sizes and total acreage to CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

7.3.3 Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

7.3.4 Existing Property Record Cards

The TOWN will make available the present street cards.

7.3.5 Property Transfers

The TOWN shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall maintain and update these changes in the revaluation database as necessary.

7.3.6 Signing of Communications

The TOWN shall sign, by the ASSESSOR or Assessor's designee, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

7.3.7 Mailing Address

The TOWN shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

7.3.8 Office Space

The TOWN may furnish to CONTRACTOR sufficient office space to carry out the terms of this contract. If the TOWN is unable to provide space, the TOWN will reimburse CONTRACTOR for leased space, subject to the TOWN's approval for appropriateness and cost. The TOWN shall provide installation of a telephone line and CONTRACTOR shall be responsible for all monthly charges on such lines for the duration of the project.

7.3.9 Media

The TOWN shall have information above available on computer disk for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

7.3.10 Obligation to Keep Current

The TOWN shall continuously and currently maintain the information specified above.

7.3.11 Sales Information

The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

7.3.12 Access to CAMA

The TOWN shall provide remote access to the CAMA system allowing CONTRACTOR to access current and prior data. CONTRACTOR and the ASSESSOR will mutually decide if the TOWN will host the revaluation database for the duration of the project.

8. TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

8.1 RECORDS

Regular periodic delivery of appraisals and other information required under this agreement, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2025. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 30, 2025. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2025.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the Revaluation of properties covered by this contact shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.

9. SUBMISSION COMPONENTS

In addition to addressing each of the items in the General Conditions, the Contractor must submit, as part of its proposal, the following:

- A Letter of Transmittal signed by the individual authorized to negotiate in good faith and contractually bind the Contractor stating that the offer is effective for at least ninety (90) calendar days from the deadline for the submission of proposals.

- A list of all Connecticut Municipalities revaluations completed during the past five (5) years, including client contact information.

- A list of all Connecticut revaluation contracts for which the Contractor is currently committed with time table for completion.

- A list of personnel proposed to be assigned to the Town of Fairfield's revaluation project, including years of experience in current positions and other revaluation positions, municipalities served and their roles in those revaluations. Resumes of personnel proposed to be assigned must be included along with Connecticut Revaluation Certifications.

- The Town utilizes VGSI's CAMA Software V8 system in house. Therefore, each Contractor must show evidence of familiarity with the system by submitting a list of projects previously worked on that required the use of VGSI V8 system.
- Copy of Contractor's current Connecticut Revaluation Certification issued pursuant to Connecticut General Statutes 12-2c.
- Description and examples of the Contractor's revaluation public relations program.
- Description of the methodologies to be used for valuing residential, commercial, industrial, exempt, public utility and vacant parcels.
- Description of sales analysis to be performed to verify accuracy of valuations.
- Description and outline summary of the proposed public relations program that would be used during the revaluation project.
- Indication of how many years the Contractor has been engaged as a company, corporation, partnership or individuals specializing in municipal revaluation services.
- Copy of the Contractor's Financial Statement for the last fiscal year.

10. SELECTION PROCESS

1. Proposals will be evaluated based on, but not limited to, the following criteria:
   - Contractor's experience with other revaluation programs in Connecticut over the last five (5) years.
   - Contractor's revaluation experience with the VGSI CAMA Software system.
   - Experience of the Project Manager assigned to this project.
   - Level of satisfaction with the Contractor's performance on other Connecticut municipalities for which the Contractor has performed a revaluation/update.
   - Method for determination of best price.
   - Project timetable. Contractor's capacity and capability to complete all work on-time within the schedule provided by the Town and within budget. The Town is not bound to select the respondent who proposed the lowest price rather the respondent offering the best value for services requested. The Town reserves the right to negotiate fees with the selected respondent. It is the intent of the Town to award to a single Contractor.
2. The Town's evaluation team will individually review and rank each Respondent's proposal submission based on the criteria outlined in the RFP document.
3. The Town's team will meet to discuss the Respondents credentials and qualifications;
4. The evaluation team may short-list Respondents for interview in order to clarify qualifications and verify its evaluation. Additional services or significant changes to the submittals during the interview will not be entertained.
5. Based on the responses received, the Town may choose to continue or cancel the RFP process.

SAMPLE MATRIX FOR PROPOSAL EVALUATION **POINT VALUE**

Proposals will be evaluated based on, but not limited to, the following criteria:

• Contractor's experience with other revaluation programs within Connecticut over the past five (5) years.	30
• Contractor's revaluation experience with the VGSI CAMA Software system.	20
• Experience of the Project Manager and staff assigned to this project.	25
• Level of satisfaction with the Contractor's performance on other Connecticut municipalities for which the Contractor has performed a revaluation/update.	15
• Competitiveness of Fee Proposal and capacity and capability to complete all work on-time and within budget.	10
TOTAL	100

FEE PROPOSAL FORM

THE REVALUATION OF ALL REAL PROPERTY (TAXABLE AND EXEMPT), LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF FAIRFIELD, CONNECTICUT, EFFECTIVE OCTOBER 1, 2025.

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the reappraisal and revaluation specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.

2. That should this PROPOSAL be accepted in writing by the Town of Fairfield, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.

4. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.

5. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT for the following amount:

Fiscal Year 2025 Revaluation with full inspections: $_____

Optional Services:

a. Sketch Review *(refer to page 13)*: $_____

b. Street level Digital Images
(price per image, including data entry into the CAMA system) $_____

c. Cost of Litigation *(refer to page 10)* $_____

d. Cost of Open Building Permit Inspection: $_____

6. That proposed prices for aforementioned proposals are valid for ninety (90) days.

7. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the TOWN reserves the right to award the contract to other than the low cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

_____
Signature of Authorized Person

_____
Printed Name of Authorized Person

_____
Company Title of Authorized Person

_____
Name of Company

_____
Address of Company, City, State and zip code

PURCHASING AUTHORITY
TOWN OF FAIRFIELD
TERMS AND CONDITIONS OF RFP

1. DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner: The Owner shall mean the Town of Fairfield (Town) or any duly authorized official thereof acting in an official capacity.

2. Contractor: Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.

3. Sub-Contractor: Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Town.

2. PROPOSALS

Proposals are to be submitted in a sealed envelope and clearly marked on the outside "**RFP #2024-37**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified.

Make proposals upon the forms provided, properly signed and with all items filled out. Do not change the wording of the proposal form, and do not add words to the proposal form. Unauthorized conditions, limitations, or provisions attached to the proposal may be cause for rejection of the submission. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the proposal.

It is the sole responsibility of the proposer to see that the submission is received by the Fairfield Purchasing Department prior to the deadline. Proposals are not to be submitted via email or fax.

3. SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

4. EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

5. RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

6. PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

7. PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other Contractor or bidder.

Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc. required to properly complete the project.

8. F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

9. ~~BID BOND~~

~~The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.~~

~~Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.~~

~~All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm~~

~~NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.~~

10. PERMITS

The Contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield prior to commencing work. Upon application for a building permit the Town will waive its application and permit fees for Town of Fairfield projects.

11. PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

12. PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise mutually agreed upon. For projects that do not require a performance or bid bond, the Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

13. THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

13A. QUALIFICATIONS

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of such work as they propose to execute and that they are fully prepared with the necessary capital, personnel, materials, tools and equipment, in order to conduct the work to be contracted for the satisfaction of the Town and to begin work promptly when ordered.

13B. OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Town, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Town and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

13C. LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Town's property from injury or loss in connection with this contract. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Town and its officers, agents, and employees from all claims, injuries, costs, and damages (including, but not limited to, attorney's fees and costs) relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein, or any act, omission or neglect of the Contractor, its subcontractor(s), and or any of their respective agents or employees.

14. ASSIGNMENT OF CONTRACT

No rights under the RFP, the award, or any contract may be assigned or transferred without the consent of the Purchasing Authority.

15. RIGHT OF OWNER ("TOWN") TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Town is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Town may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Town, ensure the satisfactory completion of the work aforesaid, the Town shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Town shall designate. The Town shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

16. AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

The Town of Fairfield reserves the right to award the bid with multiple items:

- to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

17. NON-APPROPRIATION

Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.

18. PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

19. ADDITIONAL BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services an additional sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

20. METHOD OF DOING WORK

The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of Town of Fairfield offices, employees of public utilities, residents or the general public.

The Contractor shall employ only competent employees trained/certified/licensed to perform the work.

Where the Town shall notify the Contractor, in writing, that any employee on the work is, in the Town's opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Town.

At the site of the work, the Contractor shall employ at all times while work is in progress personnel who have full authority to act for the Contractor, and shall be acceptable by the Town.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield to protect the Town's property, goods, and interests.

21. GUARANTEE

Equipment, materials, and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges, and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Town and/or Fairfield Public Schools, and paid for by the Contractor.

22. CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

23. HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage, injury, or cost (including, but not limited to, attorney's fees and costs) which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

24. OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

25. HAZARDOUS MATERIAL

In the instance that the Contractor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.

26. LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

27. FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State, and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein**.** If the total amount of the project, including any current or future change orders, exceeds $100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.dol.gov/whd/govcontracts/dbra.htm

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

The bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodation they offer to the public, and in any of their other business operations.

28. COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES (CHRO)

The Contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five percent (25%) of the state-funded portion of the contract for award to Subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (Twenty-five percent (25%) of the work with DAS certified Small and Minority owned businesses and twenty-five percent (25%) of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The Contractor must demonstrate good faith effort to meet the twenty-five percent (25%) set-aside goals.

For municipal public works contracts and quasi-public agency projects, the Contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at CHRO Forms.

29. CONFLICT OF INTEREST

No officer, employee, or member of any elective or appointive board, commission, or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars ($100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars ($100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

30. UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

Upon Award, all bidding documents (including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable) shall be binding on the Contractor and shall be incorporated into a formal legal contract.

31. TAX EXEMPT

Federal Tax Exemption 06-6001998.
Exempt from State Sales Tax under State General Statues Chapter 219-Section 12-412 Subsection A.
No exemption certificates are required and none will be issued.

32. INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees, and subcontractors, and their respective agents, representatives, and employees; and the term " Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards, commissions, authorities, and committees.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education, as well as the Board of Education's respective officers, agents, servants, officials, employees, volunteers, boards, and committees.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Purchasing Director, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting the Contractor's liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state, and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars ($500,000) Employer Liability each accident.
- Five hundred thousand dollars ($500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars ($500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) aggregate.
- Products/Completed Operations one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars ($1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Pollution Liability:

- One million dollars ($1,000,000) each occurrence, one million dollars ($1,000,000) aggregate.

Abuse and Molestation Liability Insurance:

- One million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) aggregate.

Umbrella/Excess Liability Insurance:

- Five million dollars ($5,000,000) each occurrence, five million dollars ($5,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, Pollution Liability and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including but not limited to attorneys' fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

“Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion.

Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town’s Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days’ prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor’s full responsibility to provide insurance as required under this Contract.

Contractor’s Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town’s Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor’s commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

AGREEMENT FOR
PROFESSIONAL SERVICES
RFP 2024-37
APPRAISAL SERVICES -
REVALUATION

This Agreement for Professional Services (this "Agreement"), made on this _____ day of June 2024, by and between the **Town of Fairfield**, in the County of Fairfield, a municipal Corporation of the State of Connecticut hereinafter referred to as the "Town" and TYLER TECHNOLOGIES, INC. an Ohio Corporation with its principal place of business at ONE TYLER WAY, MORAINE, OH 45439, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Town requires professional services in connection with appraisal services concerning the reappraisal and revaluation of all taxable and exempt real property within the corporate limits of the Town of Fairfield, Connecticut (the "Services"); and

WHEREAS, the Consultant has the knowledge and experience to provide such Services; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the Consultant has agreed to provide the Services and the Town is willing to engage Consultant to provide the Services.

NOW, THEREFORE, the Town and the Consultant hereby agree as follows:

1. Services; Scope of Work; Term

1.1 Consultant agrees to perform the Services in connection with the project, as more particularly set forth in the scope of work details described in Request for Proposal 2024-37 document attached hereto as **Exhibit A** ("Request for Proposal 2024-37") and the Consultant's Request for Proposal Submission document attached hereto as **Exhibit B**, ("Consultant's Request for Proposal Submission") which is made a part hereof, subject to the terms and conditions of this Agreement.

1.2 This Agreement shall have an initial base term from the date of this Agreement through completion of the 2025 revaluation process anticipated in December 2025. Refer to the RFP document section 3.4.2 "Completion Dates" for the project schedule details.

1.3 Liquidated Damages: per the 2024-37 Request for Proposal specifications.

2. Designation of Gender:

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

3. Miscellaneous Requirements:

3.1 The Consultant shall be responsible for the Services and any presentations concerning the Services to the Town and others.

3.2 The Consultant shall attend meetings and give reports to the Town, or others, at the place and time directed by the Town from time to time.

3.3 The Consultant shall consult with the Town's staff or other designated representatives to ascertain the requirements of the Services and inform himself as to specific conditions that might affect completion of the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as may be required.

3.4 The Consultant's relationship with the Town is that of an independent contractor, and nothing in this agreement is intended to or should be construed to create a partnership, agency, joint venture, or employment relationship.

3.5 Should the Consultant require the services of a sub-consultant at any time during the term of this contract, the names and qualifications of any such sub-consultants shall be submitted to the Town for approval. This approval, in no way, obligates the Town to be responsible for payment. Consultant shall cause any approved sub-consultant to comply with the terms and conditions of this Agreement.

3.6 Should the Consultant encounter difficulties beyond Consultant's control that may delay the completion of the Services or any part thereof, the Town is to be immediately notified in writing. This notification shall document the specific reasons for the delay and any attempts the Consultant has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered acceptable reasons for granting any extension necessary to preclude a breach of this Agreement. The Town shall be the sole judge of the validity of any time extension, and if it is found that the Consultant has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the Town, unless it is approved in advance in writing by the Town.

3.7 The Consultant shall perform all Services under the supervision of the Responsible Town Official who, for the purposes of this Agreement, shall be the Tax Assessor of the Town of Fairfield and/or his appointed agent.

4. Fee and Payment:

The cost for Services provided in connection with the project are set forth in the Scope of Work and shall constitute the entire basis for payment for the Services specified including all incidental work, labor, materials, equipment, studies, report preparation, outside services, existing data review, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of the Services. The Consultant has provided a breakdown of the lump sum cost for the Services, which includes all items of work and incidental activities so that partial payments, if required, for completed elements of the Services may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the Town. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

5. Change Order:

The Town is to be notified, in writing, of any requests for changes in the Scope of Work, including but not limited to, additional services that need to be performed for the project, time extension, and compensation for proposed additional services. Such requests will be reviewed by the Town, and if it is in the best interest of the Town and the Town then approves such request, a change order will be issued by the Town, to be executed by the Town and Consultant.

6. Indemnification:

The Consultant hereby agrees to defend, indemnify and hold harmless the Town and its officers, directors, representatives, agents, and employees on account of any and all claims, damages, losses, litigation, expenses of any kind (including attorneys' fees and court costs), and compensation arising out of or related to the Services performed hereunder, including damages to persons or properties, to the extent caused by the negligent or willful acts, errors or omissions of the Consultant, its officers, members, directors, representatives, agents, employees, or sub-consultants, or arising from any breaches of this Agreement by Consultant. Consultant's indemnification obligation shall survive termination of this Agreement.

7. Representations, Warranties and Covenants

7.1 Consultant is fully authorized, licensed, and credentialed in the State of Connecticut to perform the Services and shall maintain in full force and effect such authorizations, licenses, and credentials required for Consultant to perform the Services and do business in the State of Connecticut. The person signing this Agreement on behalf of the Consultant represents that he/she has all requisite power and authority to cause Consultant to execute and deliver this Agreement.

7.2 Consultant is validly existing in the State of Connecticut and will continue to maintain its existence throughout the term of this Agreement.

7.3 Consultant has the necessary knowledge and experience to perform the Services and will perform the Services in accordance with the Scope of Work in a good and workmanlike manner.

7.4 The Services, and any work incidental to the Services, will be completed in a workmanlike and safe manner and in accordance with all applicable federal, state, and local laws, rules, ordinances, and regulations.

7.5 Any goods or materials used in connection with the Services will be of new, good and merchantable quality, and will be fit for the Town's particular purpose.

8. Insurance [CSP1]

The Consultant, upon receiving authorization to proceed, shall be required to deliver an insurance certificate in amounts, companies, and terms acceptable to the Town naming the Town as an additional insured. The Consultant shall provide evidence of insurance coverage from a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect and indemnify the Town from claims which may arise out of or result from any obligation under this Agreement, whether such obligations are the Consultant's or those of a subcontractor or any person or entity directly or indirectly employed by Consultant. Minimum coverages are as follows:

1. Workers Compensation: Consultant shall provide workers' compensation and employers' liability insurance that complies with the regulations of the State of Connecticut with limits no less than that required by applicable law.

2. Commercial General Liability Insurance: Consultant shall provide and maintain a commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of $1,000,000: Personal & advertising injury limit of $1,000,000 per occurrence: General aggregate limit of $2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of $2,000,000. The policy shall name the Town of Fairfield as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

3. Commercial Automobile Insurance: Consultant shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

4. Professional Liability/Errors Omissions: Consultant shall provide errors/omissions coverage in the amount of no less than $1,000,000 for any one wrongful act and $2,000,000 in the aggregate.

5. Crime Insurance or Fidelity Bond: Consultant shall provide Crime Insurance or Fidelity Bond coverage in the amount of no less than five million dollars ($5,000,000) aggregate.

6. Cyber Insurance: Consultant shall provide Cyber Insurance coverage in the amount of no less than One million dollars ($1,000,000) aggregate.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to execution of the agreement by the Town, describing the coverage. Such certificates shall also provide that no insurance coverages may be terminated or non-renewed without providing at least thirty (30) days prior written notice to the Town.

9. Termination:

9.1 The Town shall have the right, without cause, for any reason, or no reason, to terminate this Agreement within thirty (30) days following written notification to Consultant.

9.2 The Town may terminate this Agreement for cause following written notice to the Consultant in the event Consultant's breach of this Agreement; provided, however, that Consultant shall have ten (10) days from receipt of notice to cure such breach, or if the breach is one that cannot reasonably be cured within ten (10) days, and Consultant has used diligent efforts to begin curing the breach, then the cure period shall be extended up to a maximum of sixty (60) days.

9.3 If this Agreement is terminated for any reason, it shall be null and void and all rights established herein shall terminate, except those which expressly survive termination. Consultant shall be paid for the Services properly performed in accordance with this Agreement up to and including the termination date, including reimbursable expenses then due as mutually determined between the Town and the Consultant. Additionally, should this Agreement be terminated, the Consultant agrees to cooperate fully with the Town upon reasonable request in order to allow the Town to meet its legal obligations and satisfactorily conclude matters.

10. Standard of Care:

In performing the services, the Consultant will exercise the degree of care and skill ordinarily exercised by reputable companies and professionals performing the same or similar services at the same time in the same geographic area. The Consultant will not have any obligation to perform services not expressly described in this Agreement and the Scope of Work or in work release documents or change orders signed by the Consultant and the Town.

11. Ownership of Documents:

All materials and documents prepared by the Consultant for the Town in connection with the Services, including drawings, specifications, concepts, estimates, reports, schedules or other work product, whether prepared in electronic form or otherwise (collectively, "Documents"), shall remain at all times the property of the Town. Without limiting the generality of the foregoing, Consultant agrees that any Documents prepared by Consultant in performing the Services hereunder are and will remain the sole and exclusive property of the Town and are a "work made for hire" under 17 United States Code Section 101. Consultant hereby assigns to the Town any right, title, and interest Consultant may acquire in or to the work product developed in the course of performing the Services hereunder, whether by operation of law or otherwise, and will sign whatever other documents or instructions the Town requires in order to more fully vest in the Town the entire right, title, and interest in and to such work product.

12. Applicable Laws:

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut without regard to its conflicts of laws rules.

13. Jurisdiction:

The Parties consent to the exclusive jurisdiction of the state court situated in the State of Connecticut in the event litigation is brought by any Party to enforce its, his, or her rights under this Agreement.

14. Severability:

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be inoperative.

15. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Assignment:

Consultant shall not assign this Agreement without the prior written consent of the Town. This Agreement shall be binding on each of the Town's and Consultant's successors and permitted assigns.

17. Precedence:

In the event of a conflict between this Agreement and any bid or other documents which is executed or delivered in connection with this Agreement, this Agreement shall control.

18. Notices:

All notices required to be given under this Agreement shall be given in writing, and shall be deemed received when delivered personally, when delivered by a nationally recognized overnight courier, when sent by electronic means including email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail, return receipt requested.

Notices to the Town shall be sent as follows:

Town of Fairfield
First Selectman
725 Old Post Road
Fairfield, CT 06824

With a copy to:

Town of Fairfield
Town Attorney
725 Old Post Road
Fairfield, CT 06824

19. Entire Agreement:

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the Town of Fairfield to directly obligate the Town to creditors or employees of the Consultant.

20. Attorney's Fees:

If an action is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses in addition to any recovery awarded in such action.

21. Waiver of Jury Trial

THE CONSULTANT HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY COURT IN ANY ACTION, SUIT, OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THS AGREEMENT. THE CONSULTANT ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH ITS ATTORNEY.

[SIGNATURE PAGE FOLLOWS]

TOWN OF FAIRFIELD	**CONSULTANT**
By:_____ William Gerber, First Selectman Duly Authorized	_____ Duly Authorized
_____ DATE	_____ DATE

EXHIBIT A

REQUEST FOR PROPOSAL

EXHIBIT B

CONTRACTOR'S REQUEST FOR PROPOSAL SUBMISSION

Large Group Benefit Changes for Connecticut

For ASO Public Sector Groups with 100+ contracts. Effective at renewal on or after January 1, 2024.

Medical Plan Changes

Medical Benefits	Product Type	2023 Benefit	2024 Renewing Benefit	Accept	Not Accept
Virtual Visits for Primary Care and Behavioral Health Services from our Virtual Care-Only Providers	Various PPO Plans	Copay [$] Deductible then Copay [$] Deductible then Coinsurance [%]	Copay $0 Deductible then Copay $0 Deductible then Coinsurance 0%	✔	

Legislative Plan Changes

Legislative Update	Accept	Not Accept
HB6941 – Prohibition on Review Recurring Rx for Auto Immune Disorders	✔	
HB6941 – Newborn Health Insurance Coverage	✔	
HB6941 – Step Therapy Prohibitions	✔	
SB1039B– Infertility	✔	
SB1075 – Hospice	✔	

_____

Signature (if required)

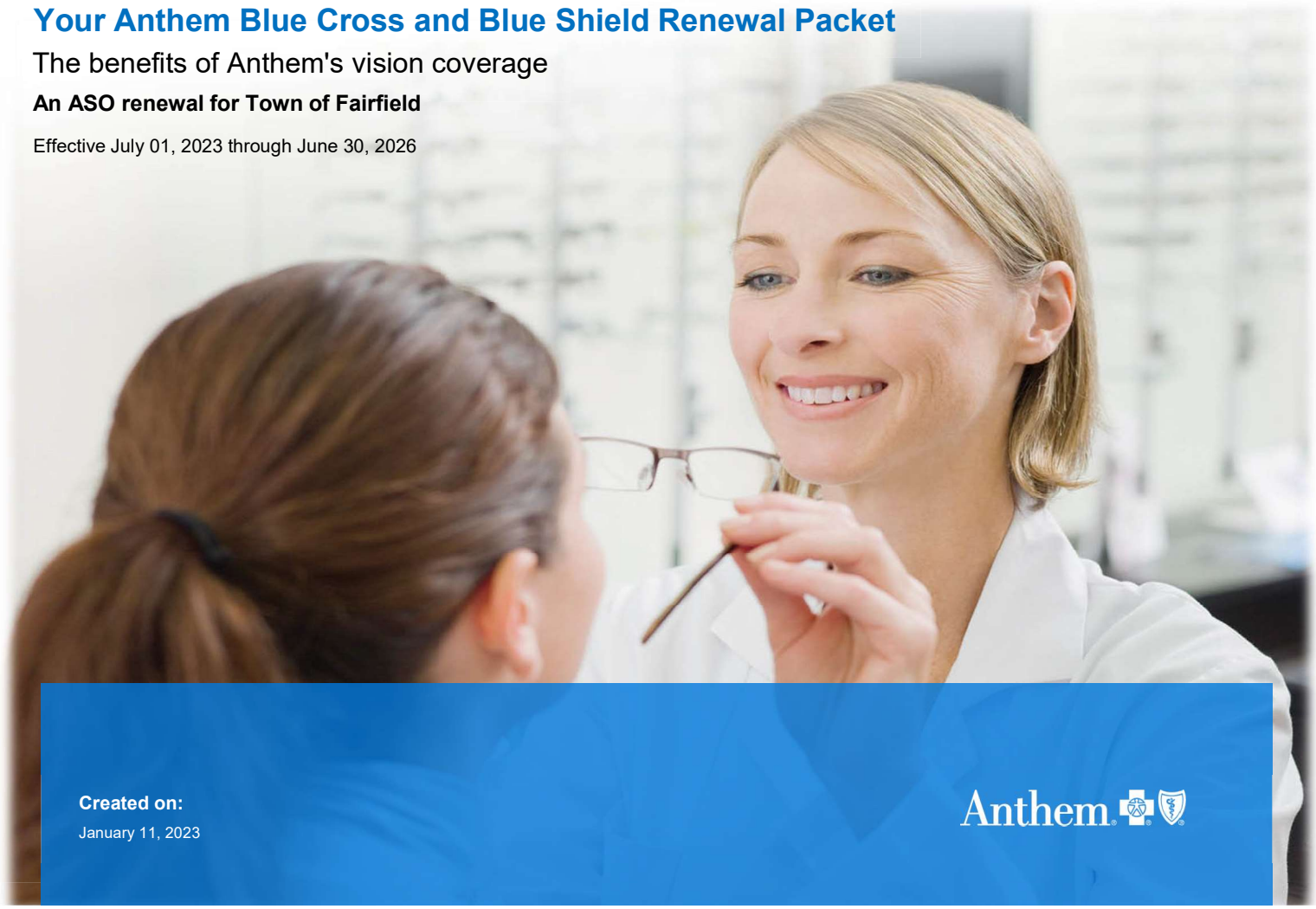
Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Your Anthem Blue Cross and Blue Shield Renewal Packet

The benefits of Anthem's vision coverage

An ASO renewal for Town of Fairfield

Effective July 01, 2023 through June 30, 2026



Created on:
January 11, 2023

Anthem

Why choose Anthem again for your vision coverage

On behalf of the entire Anthem team, thank you for the opportunity to present your vision renewal. As you review your renewal, we would like to remind you of the value of Anthem vision and why it is still the right choice for your company and your employees.

Regular eye care is not only important for maintaining good eye health, but routine exams can detect early warning signs of serious health problems when they are easier to treat. That means taking care of your eyes can help protect your overall health — and that is vital for the overall health and productivity of your workforce. With Blue View Vision[SM], we make it easier and more affordable for your employees to take care of their eyes and help catch health issues earlier.

Access, options, and savings all come standard with Blue View Vision

Anthem Vision creates a simplified, personal experience for your employees by combining the capabilities of a traditional vision carrier with best-in-class network access, discounts, and services — all powered by our unique digital platform and artificial intelligence.

With Blue View Vision, your employees can enjoy:



Access

Our network includes over 39,000 eye doctors and other eye care providers at more than 28,000 locations nationwide, making our network one of the largest in the country.[1] With so many choices, members can find an eye care professional close to home or work.



Options

Members can buy eyewear from their network eye doctor or from a variety of popular regional and national stores, such as LensCrafters®, Pearle Vision®, and Target Optical®. Plus, members have access to online providers including Glasses.com, ContactsDirect, 1-800 CONTACTS, and Ray-Ban.com.



Extra benefits for kids

Plans that cover eyewear include coverage for UV-blocking Transitions® lenses and impact-resistant polycarbonate lenses for kids under age 19 at no additional cost.



Real savings

Members save an average of 75% off retail costs when visiting a network provider,[2] 40% off extra pairs of glasses,[3] and 20% off accessories and lens upgrades.[3] Also, our clients with 5,000 or fewer employees save 0.5% on their fully insured medical premium, or 50 cents per employee per month on their self-insured medical fees, when they add Anthem vision to an Anthem medical plan.[4]



Excellent service

Award-winning customer service with live representatives is available seven days a week, with extended evening hours. Online self-service tools like the Sydney Health app help members look up coverage and claims information, as well as find care — all while delivering next-level, personal engagement.



A focus on whole health: vision + medical coverage

When you buy an Anthem vision and medical plan together, you receive Anthem Whole Health Connection® at no additional cost. Anthem Whole Health Connection joins your Anthem plans for earlier identification and better management of health conditions, including interventions to help prevent diseases before they develop.

Anthem Whole Health Connection paves the way for communication among eye doctors and primary care doctors, providing:

One dedicated account team to simplify administration from enrollment through claims processing.

Connected vision and medical clinical programs. We offer two-way sharing of patients' health information among eye doctors and other network providers on the patients' care team, including primary care doctors and care managers. That means if an eye exam detects a medical condition like diabetes, the information can be quickly communicated to a patient's care team.

Health reminders, also called care alerts, to help employees manage ongoing health problems like diabetes and heart disease.



Here for all your coverage needs

Your health and the health of your employees is our first priority. With coverage options including dental, vision, life, disability, and supplemental health (accident, critical illness, hospital indemnity), our ancillary insurance plans drive significant value, helping you cover all your benefit needs, such as network access and discounts, service, and pricing options to fit every budget.

The Anthem Whole Health Connection program drives additional value by helping improve health outcomes, lower costs, and create better health care experiences at no added cost.

Talk to your producer or Anthem representative, or visit us at anthem.com/specialty, to learn more. We are here to help and are proud to have the opportunity to continue to work with you building on our current collaboration.



1 NetMinder data, May 2020.

2 2019 average in-network savings for Blue View Vision members across all benefit designs.

3 Discounts do not apply to frames for which a manufacturer has imposed a no-discount policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan.

4 Our Whole Health Savings program applies to new or renewing fully insured or self-insured large groups with up to 5,000 eligible employees that add a new vision product. The vision plan added must be fully insured and meet a minimum 50% participation of eligible medical employees. This program does not apply to embedded vision or voluntary vision. Subject to underwriting approval. For complete details, please contact your sales representative.

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Access Network Proposed Plans and Rates

Town of Fairfield
800185
Effective July 01, 2023 through June 30, 2026 (Rates are guaranteed for 36 months)
Total Enrolled Subscribers: 786

Anthem

		CURRENT PLAN FS A.10.0.130.130	PROPOSED RENEWAL PLAN FS A.10.0.130.130
		Standard INN	Standard INN
In-network benefit category	Plan Type	Full Service	Full Service
	Participation Type	Non-Voluntary	Non-Voluntary
	Exam Copay and Frequency	$10 Once every calendar year	$10 Once every calendar year
	Prescription Lens Copay and Frequency	$0 Once every calendar year	$0 Once every calendar year
	Frame Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Elective Contact Lens Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Non Elective Contact Lens Benefit and Frequency	Covered in full Once every calendar year	Covered in full Once every calendar year
	Commission (Percent)	0.00%	0.00%
	Funding	ASO	ASO
		CURRENT RATES	RENEWAL RATES
		Employees / Monthly Rates	Employees / Monthly Rates
Total	ASO Fee	786 / $0.55	786 / $0.55
	Total Employees	786	786
	Total monthly premium	$432.30	$432.30
	Total annual premium	$5,187.60	$5,187.60

Authorized Signature: _____

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: _____

Date: _____

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Access Network Proposed Plans and Rates

Town of Fairfield (Fire Division)
800185
Effective July 01, 2023 through June 30, 2026 (Rates are guaranteed for 36 months)
Total Enrolled Subscribers: 126

Anthem

		CURRENT PLAN FS A.0.0.130.130	PROPOSED RENEWAL PLAN FS A.0.0.130.130
		Standard INN	**Standard INN**
In-network benefit category	**Plan Type**	Full Service	Full Service
	Participation Type	Non-Voluntary	Non-Voluntary
	Exam Copay and Frequency	$0 Once every calendar year	$0 Once every calendar year
	Prescription Lens Copay and Frequency	$0 Once every calendar year	$0 Once every calendar year
	Frame Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Elective Contact Lens Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Non Elective Contact Lens Benefit and Frequency	Covered in full Once every calendar year	Covered in full Once every calendar year
	Commission (Percent)	0.00%	0.00%
	Funding	ASO	ASO
		CURRENT RATES	**RENEWAL RATES**
		Employees / **Monthly Rates**	**Employees** / **Monthly Rates**
Total	**ASO Fee**	126 / $0.55	126 / $0.55
	Total Employees	126	126
	Total monthly premium	$69.30	$69.30
	Total annual premium	$831.60	$831.60

Authorized Signature: _____

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: _____

Date: _____

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Your Anthem Blue Cross and Blue Shield Renewal Packet



Created on:
June 4, 2024

Broker:
AON

Anthem Sales Contact:
Patrick Farrell

203-677-9101
patrick.farrell@anthem.com

Thank you for partnering with Anthem

We are deeply committed to helping your employees feel covered and confident in their healthcare. We're here to help you promote an effective healthcare strategy by working closely with you and your broker.

Our associates live and work in the same places you do. We are both members of the communities we serve and partners in helping those communities thrive. In Connecticut, Anthem is proud to have:[1]



Connecticut

1.1M members

1,598 associates

87 years in the local market

We're reimagining what's possible for every moment of health. Your renewal includes the latest innovations from Anthem to deliver:

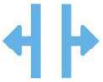
Empathy-driven technology



131% increase

in engagement with health and wellness tools for members using our innovative Sydney℠ Health app.[2]

Whole-person care



1.45 million

gaps in care detected each month, to help prevent and intervene.[3]

Diverse networks and winning partnerships



95% of doctors

and 96% of hospitals in the U.S. are included in our PPO network, offering high-quality care.[4]

Your success is our success. We're here to help build confidence in care and support you every step of the way.

1 Anthem internal data, Q4 2020.

2 Sydney Health is offered through an arrangement with CareMarket, Inc., a separate company offering mobile application services on behalf of Anthem Blue Cross and Blue Shield ©2021-2022.

3 Anthem internal data, 2020.

4 Anthem internal data, 2020, and Anthem Ebase, 2020.

Fixed Administrative Costs (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

Fixed Administrative Costs	7/1/2024 through 6/30/2025 PCPM
Subscribers	568
Members	1,461
Medical and Pharmacy Administration	$21.71
External Stoploss Coordination Fee	$4.00
Commission	$15.08
Composite Total:	$40.79
Annual fixed administrative costs based on assumed enrollment:	$278,025

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0454009-03

Claim Projection (ASO)

TOWN OF FAIRFIELD

Analysis period: March 1, 2023 through February 29, 2024

Effective July 1, 2024 through June 30, 2025

Claims projection assuming no Stop Loss

Current Subscribers	568
Current Members	1,461

	Medical	RX	Total
Total Paid Claims	**$12,186,501**	**$800,642**	**$12,987,144**
Adjusted Claims	**$12,186,501**	**$800,642**	**$12,987,144**
* Trend Adjustment (Annual Med 8.00% Rx 11.50%)	1.109	1.157	1.112
Projected Claims	$13,509,362	$926,279	$14,435,640
Enrolled Member Months	17,733	17,733	
Projected Claims PMPM	**$761.82**	**$52.23**	**$814.06**
* Renewal Year Benefit Adjustment/ABC	1.000	1.000	
Experience Weight Projected Claims PMPM	**$761.82**	**$52.23**	**$814.06**
Experience Weight Projected Claims			**$14,272,015**
Weighted Projected Claims			**$14,272,015**
+ Claim Related Charges	$2.47		$43,304.04
Projected Healthcare Expense PMPM	**$764.29**	**$52.23**	**$816.53**
Projected Healthcare Expense			**$14,315,319**
Projected Healthcare Adjusted Claims PMPM	**$764.29**	**$52.23**	**$816.53**
Projected Healthcare Adjusted Claims			**$14,315,319**
Fixed Administration Costs PMPM			**$15.86**
Fixed Administration Costs			**$278,025**

Additional Fee Disclosures

This Claim projection is an estimate of what health care providers and vendors may charge for the services and supplies they furnish your plan's members during a plan year and does not include particular fees (e.g., subrogation fees) retained by Anthem for plan administration.

Services Included and Buy-Up Options (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

Services Included in fixed administrative costs
Administration of the proposed Anthem Century Preferred PPO and Anthem Century Preferred PPO CDHP plan designs.
ASO Enhanced Foundational Program †
Anthem Health Guide
Anthem HSA
ASO Basic Foundational Program
LiveHealth Online
Blue Distinction Programs
Claims Fiduciary Coverage
Standard ID cards
Standard management reporting
State/federal reporting
Open enrollment meeting support
Electronic version of the benefit booklets
Renewal Wellness Budget - Annual credit in the amount of $25,000.00 will be applied for the purchase of services provided from Anthem, or an outside vendor through 6/30/2025. Credit will be forfeited if not used by 6/30/2025.

Buy-Up Options	PCPM fee
ASO Engagement Package 200	$2.01
Gym Reimbursement add on to Engagement Package	$3.11

Account Administration Buy-Up Options (charged separately)	Fee Billed Per ParticipantPer Month
Anthem Commuter	$3.55
Anthem FSA	$3.55
Anthem HRA with FSA, Dependent FSA, Commuter	$3.55
Anthem Limited Purpose FSA or Dependent FSA or Commuter Add on to Anthem HSA	$1.15

Notes

Full quote details available upon request.
HSA and HRA account administration is only available with particular plan designs. Details available upon request.
Health Savings Account Fees may be paid by the employer or the employee.
***Behavioral Health Advantage has a fee of $800 per case when members struggling with substance use disorders utilize the navigation service to secure appointments within 48 hours. Benefits include motivational interviewing by care specialists, evaluation appointment scheduled within 48 hours, and up to 3 follow-up calls from health advocates.**

†For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider, vendor, or program charges that are not member-facing, but have a direct positive impact on their cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).

Assumptions and Conditions (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

SIC Code: 9111

Administrative Services Only (ASO)

• The proposed services, rates and fees are effective from 7/1/2024 through 6/30/2025.
• This contract will be issued in CT.
  - This is an integrated medical and pharmacy offering.
• The proposal assumes 568 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.57.
• The proposal assumes the same enrollment for medical and pharmacy.
• Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
  - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
  - Legislation or other matters that impact Anthem's costs or revenues under this proposal
  - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
  - Actual Member to Subscriber ratio is not within +/-5% of 2.57.
  - A change to the plan benefits that result in substantial changes in the service, networks, or benefit design, as determined by Anthem.
  - Changes in proposal terms, conditions, services or product from this quotation.
  - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
  - Anthem is not the sole medical carrier.
  - Change in nature of Employer's business.
  - A material reduction in Provider's billed or published charges that results in a decrease in Anthem's discount of 10% or more.
• The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
• Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
• Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
• Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
• This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is Weekly with payment required within 3 business days from receipt of invoice.
• This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
• Commissions and consultant fees are excluded unless otherwise noted.
• The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
• Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
• COBRA enrollees must not exceed 10% of total enrollees.

Assumptions and Conditions (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

SIC Code: 9111

Administrative Services Only (ASO)

• This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.

• This quote does not include funding of the Patient-Centered Outcome Research Institute fee.

• This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.

• Anthem reserves the right to inspect and audit any and all of TOWN OF FAIRFIELD documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.

• The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.

• Please note, any additional budgets provided in conjunction with this proposal, if applicable, must be invoiced prior to the end of the plan year in which they are allocated in order to be funded.

• HSA/HDHP plan benefits are subject to IRS guidelines and may change.

Authorized Signature: _____

Title: _____

Date: _____

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Additional Service Fees (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

Additional service fees

- **Runout Period Claims Processing Fee Types**
  Fees associated with claims processed during the runout period, including without limitation subrogation fees, recovery fees, and network access fees, will be charged during the runout period.
- **Runout Period Claims Processing Fee Costs**
  The charge for processing 12 months of runout claims is equal to the number of medical lives for the three months prior to termination multiplied by the administration fee in effect immediately prior to termination. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).
- **Discount Share**
  The fee will be equal to 1.55% of in-network discounts. In-network discount is the difference between billed charges for covered services and the negotiated amount. Prescription drug claims, claims paid on a capitated basis, Traditional network fee schedule and Payment Innovation program payments are excluded from the fee calculation. This fee will be limited as follows: up to $5,000 per Claim.
- **Out of Network Savings Fees**
  The fee will be equal to 50% of the savings achieved on certain non-network claims.
- **BlueCard Fees**
  The following BlueCard fees will be included in the paid claims amounts:
  - The access fee is charged at a percentage no greater than 3.46% of the discount/differential subject to a maximum of $2,000 per claim.
  - The AEA Fee is $5.00 per professional provider claim and $11.00 per institutional claim.
  - Occasionally, Anthem and a Host Blue may contract for a lower fee by combining the Access Fee and the AEA fee.
  - The Central Financial Agency fee is $0.35 per payment notice. The ITS transaction fee is $0.05 per claims transaction.
  - BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.
- **Enhanced Personal Health Care (EPHC) Program Administration**
  The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.
- **Subrogation services**
  The charge is 25% of gross subrogation recovery.
- **Overpayment Identification and Claims Prepayment Analysis Activities**
  The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, Host Blue activities, contract compliance, and eligibility. The fee will not exceed $25,000 per claim.
- **External appeals**
  The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be $500 per external appeal for the service contracted with Anthem.
- **Independent Dispute Resolution**
  Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer.
- **Reporting**
  Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is $150 per hour of time needed to generate the custom or ad-hoc report.
- **Data Feeds**
  Anthem shall provide up to one Monthly data feed to a supported outside vendor in Anthem's standard format , not to exceed 12 feeds. The charge is $1,000 for each additional feed. Each time a report is sent to a supported vendor electronically, it is considered a feed, even if the same report is sent to the same vendor monthly. For example, if monthly feeds are sent to two supported vendors, 24 electronic data feeds will have been used on an annual basis. The charge for Weekly data feeds to a single supported vendor, not to exceed 52 feeds, is $15,000 annually. The charge for Daily data feeds to a single supported vendor, not to exceed 365 feeds, is $20,000 annually. Additional fees would be required for Stop Loss interfaces, Rx integration feeds and telemedicine.
- **Stop Loss Carve-out Coordination Fee**
  Should qualified accounts purchase Stop Loss from a carrier other than Anthem a coordination fee will apply.
- **Pharmacy Benefit Administration**

Additional Service Fees (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

See Pharmacy Pricing Summary.

- **Claim Related Charges**
  For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider, vendor, or program charges that are not member-facing, but have a direct positive impact on their cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection.

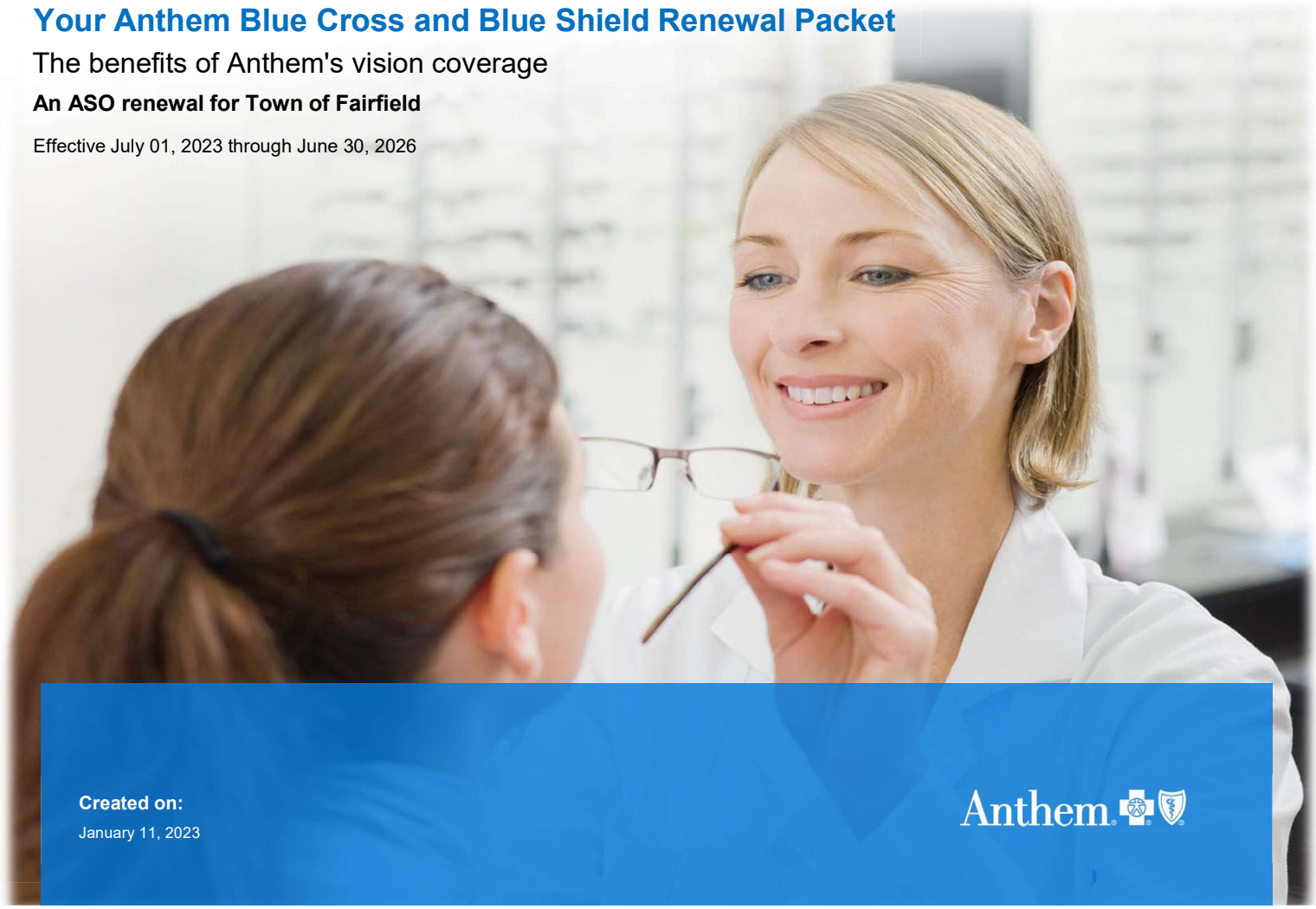
- **Engagement on Claims Audits**
  $150 per hour in situations where Anthem is asked to perform research on claim audit findings. Maximum of 250 claims will be reviewed by Anthem.

Your Anthem Blue Cross and Blue Shield Renewal Packet

The benefits of Anthem's vision coverage

An ASO renewal for Town of Fairfield

Effective July 01, 2023 through June 30, 2026



Created on:
January 11, 2023

Anthem

Why choose Anthem again for your vision coverage

On behalf of the entire Anthem team, thank you for the opportunity to present your vision renewal. As you review your renewal, we would like to remind you of the value of Anthem vision and why it is still the right choice for your company and your employees.

Regular eye care is not only important for maintaining good eye health, but routine exams can detect early warning signs of serious health problems when they are easier to treat. That means taking care of your eyes can help protect your overall health — and that is vital for the overall health and productivity of your workforce. With Blue View Vision[SM], we make it easier and more affordable for your employees to take care of their eyes and help catch health issues earlier.

Access, options, and savings all come standard with Blue View Vision

Anthem Vision creates a simplified, personal experience for your employees by combining the capabilities of a traditional vision carrier with best-in-class network access, discounts, and services — all powered by our unique digital platform and artificial intelligence.

With Blue View Vision, your employees can enjoy:



Access

Our network includes over 39,000 eye doctors and other eye care providers at more than 28,000 locations nationwide, making our network one of the largest in the country.[1] With so many choices, members can find an eye care professional close to home or work.



Options

Members can buy eyewear from their network eye doctor or from a variety of popular regional and national stores, such as LensCrafters®, Pearle Vision®, and Target Optical®. Plus, members have access to online providers including Glasses.com, ContactsDirect, 1-800 CONTACTS, and Ray-Ban.com.



Extra benefits for kids

Plans that cover eyewear include coverage for UV-blocking Transitions® lenses and impact-resistant polycarbonate lenses for kids under age 19 at no additional cost.



Real savings

Members save an average of 75% off retail costs when visiting a network provider,[2] 40% off extra pairs of glasses,[3] and 20% off accessories and lens upgrades.[3] Also, our clients with 5,000 or fewer employees save 0.5% on their fully insured medical premium, or 50 cents per employee per month on their self-insured medical fees, when they add Anthem vision to an Anthem medical plan.[4]



Excellent service

Award-winning customer service with live representatives is available seven days a week, with extended evening hours. Online self-service tools like the Sydney Health app help members look up coverage and claims information, as well as find care — all while delivering next-level, personal engagement.



A focus on whole health: vision + medical coverage

When you buy an Anthem vision and medical plan together, you receive Anthem Whole Health Connection® at no additional cost. Anthem Whole Health Connection joins your Anthem plans for earlier identification and better management of health conditions, including interventions to help prevent diseases before they develop.

Anthem Whole Health Connection paves the way for communication among eye doctors and primary care doctors, providing:

One dedicated account team to simplify administration from enrollment through claims processing.

Connected vision and medical clinical programs. We offer two-way sharing of patients' health information among eye doctors and other network providers on the patients' care team, including primary care doctors and care managers. That means if an eye exam detects a medical condition like diabetes, the information can be quickly communicated to a patient's care team.

Health reminders, also called care alerts, to help employees manage ongoing health problems like diabetes and heart disease.



Here for all your coverage needs

Your health and the health of your employees is our first priority. With coverage options including dental, vision, life, disability, and supplemental health (accident, critical illness, hospital indemnity), our ancillary insurance plans drive significant value, helping you cover all your benefit needs, such as network access and discounts, service, and pricing options to fit every budget.

The Anthem Whole Health Connection program drives additional value by helping improve health outcomes, lower costs, and create better health care experiences at no added cost.

Talk to your producer or Anthem representative, or visit us at anthem.com/specialty, to learn more. We are here to help and are proud to have the opportunity to continue to work with you building on our current collaboration.



1 NetMinder data, May 2020.

2 2019 average in-network savings for Blue View Vision members across all benefit designs.

3 Discounts do not apply to frames for which a manufacturer has imposed a no-discount policy. Laws in some states may prohibit network providers from discounting products and services that are not covered benefits under the plan.

4 Our Whole Health Savings program applies to new or renewing fully insured or self-insured large groups with up to 5,000 eligible employees that add a new vision product. The vision plan added must be fully insured and meet a minimum 50% participation of eligible medical employees. This program does not apply to embedded vision or voluntary vision. Subject to underwriting approval. For complete details, please contact your sales representative.

Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc.

Access Network Proposed Plans and Rates

Town of Fairfield
800185
Effective July 01, 2023 through June 30, 2026 (Rates are guaranteed for 36 months)
Total Enrolled Subscribers: 786

Anthem

		CURRENT PLAN FS A.10.0.130.130	PROPOSED RENEWAL PLAN FS A.10.0.130.130
		Standard INN	Standard INN
In-network benefit category	Plan Type	Full Service	Full Service
	Participation Type	Non-Voluntary	Non-Voluntary
	Exam Copay and Frequency	$10 Once every calendar year	$10 Once every calendar year
	Prescription Lens Copay and Frequency	$0 Once every calendar year	$0 Once every calendar year
	Frame Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Elective Contact Lens Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Non Elective Contact Lens Benefit and Frequency	Covered in full Once every calendar year	Covered in full Once every calendar year
	Commission (Percent)	0.00%	0.00%
	Funding	ASO	ASO
		CURRENT RATES	RENEWAL RATES
		Employees / Monthly Rates	Employees / Monthly Rates
Total	ASO Fee	786 / $0.55	786 / $0.55
	Total Employees	786	786
	Total monthly premium	$432.30	$432.30
	Total annual premium	$5,187.60	$5,187.60

Authorized Signature: _____

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: _____

Date: _____

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Access Network Proposed Plans and Rates

Town of Fairfield (Fire Division)
800185
Effective July 01, 2023 through June 30, 2026 (Rates are guaranteed for 36 months)
Total Enrolled Subscribers: 126

Anthem

		CURRENT PLAN FS A.0.0.130.130	PROPOSED RENEWAL PLAN FS A.0.0.130.130
		Standard INN	**Standard INN**
In-network benefit category	**Plan Type**	Full Service	Full Service
	Participation Type	Non-Voluntary	Non-Voluntary
	Exam Copay and Frequency	$0 Once every calendar year	$0 Once every calendar year
	Prescription Lens Copay and Frequency	$0 Once every calendar year	$0 Once every calendar year
	Frame Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Elective Contact Lens Benefit and Frequency	$130 Once every calendar year	$130 Once every calendar year
	Non Elective Contact Lens Benefit and Frequency	Covered in full Once every calendar year	Covered in full Once every calendar year
	Commission (Percent)	0.00%	0.00%
	Funding	ASO	ASO
		CURRENT RATES	**RENEWAL RATES**
		Employees / **Monthly Rates**	**Employees** / **Monthly Rates**
Total	**ASO Fee**	126 / $0.55	126 / $0.55
	Total Employees	126	126
	Total monthly premium	$69.30	$69.30
	Total annual premium	$831.60	$831.60

Authorized Signature: _____

By typing my name I intend for it to serve as my signature, and that I am authorized to sign on behalf of this group.

Title: _____

Date: _____

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Your Anthem Blue Cross and Blue Shield Renewal Packet



Created on:
June 4, 2024

Broker:
AON

Anthem Sales Contact:
Patrick Farrell

203-677-9101
patrick.farrell@anthem.com

Thank you for partnering with Anthem

We are deeply committed to helping your employees feel covered and confident in their healthcare. We're here to help you promote an effective healthcare strategy by working closely with you and your broker.

Our associates live and work in the same places you do. We are both members of the communities we serve and partners in helping those communities thrive. In Connecticut, Anthem is proud to have:[1]



Connecticut

1.1M members

1,598 associates

87 years in the local market

We're reimagining what's possible for every moment of health. Your renewal includes the latest innovations from Anthem to deliver:

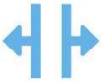
Empathy-driven technology



131% increase

in engagement with health and wellness tools for members using our innovative Sydney℠ Health app.[2]

Whole-person care



1.45 million

gaps in care detected each month, to help prevent and intervene.[3]

Diverse networks and winning partnerships



95% of doctors

and 96% of hospitals in the U.S. are included in our PPO network, offering high-quality care.[4]

Your success is our success. We're here to help build confidence in care and support you every step of the way.

1 Anthem internal data, Q4 2020.

2 Sydney Health is offered through an arrangement with CareMarket, Inc., a separate company offering mobile application services on behalf of Anthem Blue Cross and Blue Shield ©2021-2022.

3 Anthem internal data, 2020.

4 Anthem internal data, 2020, and Anthem Ebase, 2020.

Fixed Administrative Costs (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

Fixed Administrative Costs	7/1/2024 through 6/30/2025 PCPM
Subscribers	568
Members	1,461
Medical and Pharmacy Administration	$21.71
External Stoploss Coordination Fee	$4.00
Commission	$15.08
Composite Total:	$40.79
Annual fixed administrative costs based on assumed enrollment:	$278,025

Authorized Signature: _____

Title: _____

Date: _____

Additional Fee Disclosures:

See Additional Service Fees and Pharmacy Pricing for disclosure of additional service fees which are not included on this cost summary.

The Pharmacy Rebate Offset reflects the National Formulary. The offset may be adjusted if a different pharmacy formulary is sold.

0454009-03

Claim Projection (ASO)

TOWN OF FAIRFIELD

Analysis period: March 1, 2023 through February 29, 2024

Effective July 1, 2024 through June 30, 2025

Claims projection assuming no Stop Loss

Current Subscribers	568
Current Members	1,461

	Medical	RX	Total
Total Paid Claims	**$12,186,501**	**$800,642**	**$12,987,144**
Adjusted Claims	**$12,186,501**	**$800,642**	**$12,987,144**
* Trend Adjustment (Annual Med 8.00% Rx 11.50%)	1.109	1.157	1.112
Projected Claims	$13,509,362	$926,279	$14,435,640
Enrolled Member Months	17,733	17,733	
Projected Claims PMPM	**$761.82**	**$52.23**	**$814.06**
* Renewal Year Benefit Adjustment/ABC	1.000	1.000	
Experience Weight Projected Claims PMPM	**$761.82**	**$52.23**	**$814.06**
Experience Weight Projected Claims			**$14,272,015**
Weighted Projected Claims			**$14,272,015**
+ Claim Related Charges	$2.47		$43,304.04
Projected Healthcare Expense PMPM	**$764.29**	**$52.23**	**$816.53**
Projected Healthcare Expense			**$14,315,319**
Projected Healthcare Adjusted Claims PMPM	**$764.29**	**$52.23**	**$816.53**
Projected Healthcare Adjusted Claims			**$14,315,319**
Fixed Administration Costs PMPM			**$15.86**
Fixed Administration Costs			**$278,025**

Additional Fee Disclosures

This Claim projection is an estimate of what health care providers and vendors may charge for the services and supplies they furnish your plan's members during a plan year and does not include particular fees (e.g., subrogation fees) retained by Anthem for plan administration.

Services Included and Buy-Up Options (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

Services Included in fixed administrative costs
Administration of the proposed Anthem Century Preferred PPO and Anthem Century Preferred PPO CDHP plan designs.
ASO Enhanced Foundational Program †
Anthem Health Guide
Anthem HSA
ASO Basic Foundational Program
LiveHealth Online
Blue Distinction Programs
Claims Fiduciary Coverage
Standard ID cards
Standard management reporting
State/federal reporting
Open enrollment meeting support
Electronic version of the benefit booklets
Renewal Wellness Budget - Annual credit in the amount of $25,000.00 will be applied for the purchase of services provided from Anthem, or an outside vendor through 6/30/2025. Credit will be forfeited if not used by 6/30/2025.

Buy-Up Options	PCPM fee
ASO Engagement Package 200	$2.01
Gym Reimbursement add on to Engagement Package	$3.11

Account Administration Buy-Up Options (charged separately)	Fee Billed Per ParticipantPer Month
Anthem Commuter	$3.55
Anthem FSA	$3.55
Anthem HRA with FSA, Dependent FSA, Commuter	$3.55
Anthem Limited Purpose FSA or Dependent FSA or Commuter Add on to Anthem HSA	$1.15

Notes

Full quote details available upon request.
HSA and HRA account administration is only available with particular plan designs. Details available upon request.
Health Savings Account Fees may be paid by the employer or the employee.
***Behavioral Health Advantage has a fee of $800 per case when members struggling with substance use disorders utilize the navigation service to secure appointments within 48 hours. Benefits include motivational interviewing by care specialists, evaluation appointment scheduled within 48 hours, and up to 3 follow-up calls from health advocates.**

†For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider, vendor, or program charges that are not member-facing, but have a direct positive impact on their cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection (available upon request).

Assumptions and Conditions (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

SIC Code: 9111

Administrative Services Only (ASO)

• The proposed services, rates and fees are effective from 7/1/2024 through 6/30/2025.
• This contract will be issued in CT.
  - This is an integrated medical and pharmacy offering.
• The proposal assumes 568 employees will be enrolling for medical coverage, with an average member to employee ratio of 2.57.
• The proposal assumes the same enrollment for medical and pharmacy.
• Anthem reserves the right to revise this proposal or modify these fees or rates under any of the following circumstances:
  - Due to any taxes, fees and assessments prescribed by any statutory, regulatory or other legal authority, that in Anthem's discretion, invalidates this quote.
  - Legislation or other matters that impact Anthem's costs or revenues under this proposal
  - Should the total enrollment or enrollment distribution by membership type, product or location change by 10% or more from that assumed when preparing the pricing for this package.
  - Actual Member to Subscriber ratio is not within +/-5% of 2.57.
  - A change to the plan benefits that result in substantial changes in the service, networks, or benefit design, as determined by Anthem.
  - Changes in proposal terms, conditions, services or product from this quotation.
  - Any of the plan benefits administered by Anthem are moved to another third party administrator or private exchanges.
  - Anthem is not the sole medical carrier.
  - Change in nature of Employer's business.
  - A material reduction in Provider's billed or published charges that results in a decrease in Anthem's discount of 10% or more.
• The final relationship between the Parties will be subject to and described in an Administrative Services Agreement and this agreement will be the binding agreement between the parties.
• Unless otherwise noted, fees are quoted on a per contract per month (PCPM) basis. PCPM is equivalent to, and will be described as per subscriber per month in the Administrative Services Agreement.
• Employers, as plan sponsors and administrators, are responsible for complying with all applicable laws.
• Eligibility data will be provided in Anthem's standard format. Additional charges may apply for non-standard formats.
• This quote assumes ACH withdraws from group's bank account for claims and fixed fees. Anthem's standard for claim billing is Weekly with payment required within 3 business days from receipt of invoice.
• This quote assumes Anthem will accept fiduciary responsibility for claims administration and the handling of the claims complaint and appeals. To the extent ERISA applies, the employer remains the Named Fiduciary of the plan.
• Commissions and consultant fees are excluded unless otherwise noted.
• The processing of claims incurred prior to the effective date is the responsibility of the prior claims administrator.
• Since Anthem is neither a Hawaii authorized insurer nor a Hawaii Health Care Contractor, our benefits may not match the requirements of the Prepaid Health Care Act. We recommend that you obtain direct quotes for either an individual policy for employees who live and work in Hawaii or if there are several employees within an employer group to obtain group coverage from a Hawaii authorized insurer. This would ensure that all the state requirements are met.
• COBRA enrollees must not exceed 10% of total enrollees.

Assumptions and Conditions (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

SIC Code: 9111

Administrative Services Only (ASO)

• This offer assumes that no class of employees will be offered an HRA integrated with individual health insurance coverage. Anthem must be notified if particular classes of employees will be offered an HRA integrated with individual health insurance coverage, and a census of those employees must be provided so that appropriate adjustments, if needed, can be made to this offer.

• This quote does not include funding of the Patient-Centered Outcome Research Institute fee.

• This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.

• Anthem reserves the right to inspect and audit any and all of TOWN OF FAIRFIELD documents relating to claims submitted to Anthem. Documentation includes, but is not limited to, claims, case management, utilization management records, audit records (including audits of TPA and TPA's providers and vendors), eligibility, as well as other information requested by Anthem. Anthem also has the right to review and audit records related to subrogation and other recoveries.

• The agent/broker does not have the authority to bind or modify the terms of this offer without prior approval of Anthem.

• Please note, any additional budgets provided in conjunction with this proposal, if applicable, must be invoiced prior to the end of the plan year in which they are allocated in order to be funded.

• HSA/HDHP plan benefits are subject to IRS guidelines and may change.

Authorized Signature: _____

Title: _____

Date: _____

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Additional Service Fees (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

Additional service fees

- **Runout Period Claims Processing Fee Types**
  Fees associated with claims processed during the runout period, including without limitation subrogation fees, recovery fees, and network access fees, will be charged during the runout period.
- **Runout Period Claims Processing Fee Costs**
  The charge for processing 12 months of runout claims is equal to the number of medical lives for the three months prior to termination multiplied by the administration fee in effect immediately prior to termination. In addition, direct charges may be incurred following termination that are not included in the standard runout processing fee (e.g., data feeds to other vendors).
- **Discount Share**
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  - BlueCard fees are not charged in Anthem states. For a complete description of these fees, please consult your ASO Agreement.
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  The fee for Anthem's oversight of EPHC with providers or vendors is 25% of the per attributed member per month amount charged to the Employer for the provider performance bonus portion of the EPHC program.
- **Subrogation services**
  The charge is 25% of gross subrogation recovery.
- **Overpayment Identification and Claims Prepayment Analysis Activities**
  The charge to Employer is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and Vendor activity to identify overpayments and (ii) the difference between the amount Employer would have been charged absent prepayment analysis activities and the amount that was charged to Employer following performance of the prepayment analysis activities. This includes, but is not limited to, activities related to COB, Host Blue activities, contract compliance, and eligibility. The fee will not exceed $25,000 per claim.
- **External appeals**
  The PPACA requires that ASO groups provide a process for external claims appeals to be available in situations where adverse benefit determinations have been made. Employer may contract with Anthem for this service or arrange to work directly with an external vendor. The fee will be $500 per external appeal for the service contracted with Anthem.
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  Fee for Independent Dispute Resolution. Fees charged to Anthem as part of independent dispute resolution processes, including arbitrator fees, will be charged to Employer.
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  Management reports (e.g., standard account reporting package, performance guarantee reporting, lag reports, online reporting tool/access are included in our fees. In addition to these reports, Anthem will provide 20 hours of time needed to generate custom or ad-hoc reports (e.g., care management and utilization review reports) at no charge per year. The charge beyond 20 hours per year is $150 per hour of time needed to generate the custom or ad-hoc report.
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- **Stop Loss Carve-out Coordination Fee**
  Should qualified accounts purchase Stop Loss from a carrier other than Anthem a coordination fee will apply.
- **Pharmacy Benefit Administration**

Additional Service Fees (ASO)

TOWN OF FAIRFIELD

Effective July 1, 2024 through June 30, 2025

See Pharmacy Pricing Summary.

- **Claim Related Charges**
  For identified programs, Anthem has deemed certain charges as claim-related and they will be billed as such. These may include provider, vendor, or program charges that are not member-facing, but have a direct positive impact on their cost of care. Since these charges are considered claim-related by Anthem, they are incorporated into the claims projection.

- **Engagement on Claims Audits**
  $150 per hour in situations where Anthem is asked to perform research on claim audit findings. Maximum of 250 claims will be reviewed by Anthem.

Attorney-Client Privileged Communication

MEMORANDUM

To: Fairfield Flood and Erosion Control Board
From: Philip C. Pires, Esq. and Wilson T. Carroll, Esq.
RE: FECB Name Change and Number of Members
Date: 1/19/2024

You asked us for an opinion regarding whether a vote by the Representative Town Meeting or a Charter revision would be necessary before the Flood and Erosion Control Board ("FECB") can (1) use the new State name, "Flood prevention, climate resilience and erosion control board," and (2) change the number of regular and/or alternate members presently allowed by General Statutes § 25-84.

Fairfield Charter § 10.1(A) establishes "a flood and erosion control board" as a permanent appointed board in the Town of Fairfield. Section 10.12 further defines the membership, powers, and duties of the Flood and Erosion Control Board. Section 10.12(A) provides that the FECB "shall consist of five members . . . ."

Conn. Gen. Stat. § 25-84 authorizes a municipality to increase the membership or add alternate members to the FECB by ordinance. However, in so doing, the town must act consistently with its Charter.

Fairfield Charter § 6.1(G)(1) allows the Board of Selectmen to "propose to the RTM a resolution which may alter the . . . organization of any . . . board, commission, or agency of the Town . . . The resolution will effect the change when enacted by the RTM in the form of an ordinance." Thus, in the absence of a Charter revision, the name of the FECB could be changed, and its membership changed, by the RTM passing an ordinance based on a resolution proposed by the Board of Selectmen.

Town of Fairfield
Flood and Erosion Control Board
c/o DPW
725 Old Post Road
Fairfield CT, 06824
www.fairfieldct.org/fecb
Email: fecb@fairfieldct.org

March 15, 2024

To: Board of Selectmen
cc. FECB

Dear Board of Selectmen,

The Flood and Erosion Control Board is requesting that the Board of Selectmen adopt the following resolution and request the RTM enact an appropriate ordinance (suggested draft ordinance attached as Appendix A). This would allow the FECB to take on the new guidance issued in the state of Connecticut Substitute House Bill No. 6441 Public Act No. 21-115; AN ACT CONCERNING CLIMATE CHANGE ADAPTATION. (approved July 2021)

Resolution of the Board of Selectmen

1. It is hereby :

   RESOLVED, pursuant to Fairfield Charter Section 6.1(G)(1), the Board of Selectmen proposes to the RTM that the RTM enact an ordinance that alters the organization of the existing Flood and Erosion Control Board to be consistent with current State Statutes by (1) changing the name of the Board to the "Flood Prevention, Climate Resilience and Erosion Control Board" (hereinafter "the Board"); (2) establishing that the Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party; (3) establishing that, at the request of the Board, the Board of Selectmen shall appoint no more than three alternate members, no more than two of whom shall be registered with the same political party; and (4) pursuant to Connecticut General Statutes, Chapter 477, Section 25-84, adopts the provisions of Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, and authorizes the Board, within the limits of appropriations from time to time made by the municipality, to have and exercise the powers and duties conferred on such boards by the foregoing Sections of the General Statutes.

The highlights of this request are:

1. To increase the approved size of the Flood and Erosion Control Board (FECB) from 5 to 7 members with up to three alternates
2. To amend the name of the board to reflect the state's recommended new name and focus on Resilience: Flood Prevention, Climate Resilience and Erosion Control Board or FERB for short.
3. Clarifying the rights and duties of our Board to conform to the revised State Statutes to include the full duties and responsibilities outlined in the updated state statues.

A copy of the pertinent sections of the statutes is included for your reference in Appendix B and we are attaching a memorandum from Philip C. Pires, Esq. to this e mail.

Increasing the size of our members from 5 to 7 will give us more resources to call on in furtherance of our duties. In light of the sea level rise guidance stated in section 25-68o of the Connecticut General Statutes, which acknowledges the current CIRCA expectation of Sea Level Rise of up to 20 inches by 2050 and requires all state agencies to include planning for this, we expect the need for more thoughtful, integrated flood mitigation strategies for Fairfield to increase. Adding alternate members will assure that we can expect to have a full complement to consider, debate and act on all issues as they come before us. We feel the larger group will give us the ability to include continual participation from our shoreline and more specifically from riverine neighborhood groups.

Your prompt attention would be appreciated.

On behalf of the Flood and Erosion Control Board,

Becky Bunnell
Chair FECB
203 550 6540
Becky.bunnell@gmail.com

Appendix A

Suggested RTM Warning and Ordinance.

For the Warning to the Representative Town Meeting and Residents of the Town of Fairfield

To consider and act upon the following resolution by the Board of Selectman:

RESOLVED, pursuant to Fairfield Charter Section 6.1(G)(1), the Board of Selectmen proposes to the RTM that the RTM enact an ordinance that alters the organization of the existing Flood and Erosion Control Board to be consistent with current State Statutes by (1) changing the name of the Board to the "Flood Prevention, Climate Resilience and Erosion Control Board" (hereinafter "the Board"); (2) establishing that the Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party; (3) establishing that, at the request of the Board, the Board of Selectmen shall appoint no more than three alternate members, no more than two of whom shall be registered with the same political party; and (4) pursuant to Connecticut General Statutes, Chapter 477, Section 25-84, adopts the provisions of Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, and authorizes the Board, within the limits of appropriations from time to time made by the municipality, to have and exercise the powers and duties conferred on such boards by the foregoing Sections of the General Statutes.

Ordinance Concerning the Flood and Erosion Control Board

With respect to the Town Board currently known as the Flood and Erosion Control Board, pursuant to Fairfield Charter Section 6.1(G)(1) and upon the Resolution approved by the Board of Selectmen recommending that the provisions of Connecticut General Statutes, Chapter 477, Section 25-84 and Sections 25-85 through 25-94, inclusive, which became effective on July 1, 2021, be adopted:

1. Name. The Flood and Erosion Control Board is now to be known as the Flood Prevention, Climate Resilience and Erosion Control Board;

2. Members and terms. The Flood Prevention, Climate Resilience and Erosion Control Board shall consist of seven members appointed by the Board of Selectmen, no more than four of whom shall be registered with the same political party. The members shall have terms of five years, which shall be staggered so that no more than two terms expire in any one year.

3. Alternate members. Upon the request of the Flood Prevention, Climate Resilience and Erosion Control Board to the Board of Selectmen, there shall be appointed no more than three alternate members of the Board, no more than two of whom shall be registered with the same political party. Alternate members shall have terms of three years, which shall be staggered so that not more than one term expires in any one year. Such alternate members shall, when seated as herein provided, have all the powers and duties set forth for such Board and its members. If a regular

member is absent or is disqualified, the Chairman of the Board shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such fact shall be recorded in the minutes of the meeting.

4. Powers and duties. The provisions of Connecticut General Statutes, Chapter 477, Section 25-84 and Sections 25-85 to 25-94, inclusive, are hereby adopted and the Flood Prevention, Climate Resilience and Erosion Control Board, within the limits of appropriations from time to time made by the municipality, shall have and exercise the powers and duties conferred on flood prevention, climate resilience and erosion control boards by Section 25-84 and Sections 25-85 to 25-94, inclusive, of Chapter 477 of the Connecticut General Statutes.

Appendix B

Text of Substitute House Bill No. 6441 / Public Act No. 21-115 where it pertains to FECB:

Sec. 4. Section 25-84 of the general statutes is repealed, and the following is substituted in lieu thereof (Effective July 1, 2021):

(a) (1) Any municipality may, by vote of its legislative body, adopt the provisions of this section and sections 25-85 to 25-94, inclusive, as amended by this act, and exercise through a flood prevention, climate resilience and erosion control board the powers granted thereunder. In each town, except as otherwise provided by special act, the flood prevention, climate resilience and erosion control board shall consist of not less than five nor more than seven members, who shall be electors of such town and whose method of selection and terms of office shall be determined by local ordinance, except that in towns having a population of less than fifty thousand the selectmen may be empowered by such ordinance to act as such flood prevention, climate resilience and erosion control board. In each city or borough, except as otherwise provided by special act, the board of aldermen, council or other board or authority having power to adopt ordinances for the government of such city or borough may act as such flood prevention, climate resilience and erosion control board. The flood prevention, climate resilience and erosion control board of any town shall have jurisdiction over that part of the town outside any city or borough contained therein.

(2) Two or more municipalities may, by concurrent votes of their legislative bodies, enter into an agreement to jointly exercise through a joint flood prevention, climate resilience and erosion control board the powers granted under sections 25-85 to 25-94, inclusive, as amended by this act. The joint flood prevention, climate resilience and erosion control board shall have jurisdiction over each municipality subject to such agreement.

(b) Any town, city or borough shall have the power to provide by ordinance for the appointment or election of three alternate members to its flood prevention, climate resilience and erosion control board. Such alternate members shall, when seated as herein provided, have all the powers and duties set forth for such board and its members. Such alternate members shall be electors of such town, city or borough. If a regular member of any of said board is absent or is disqualified, the chairman of the board shall designate an alternate to so act, choosing alternates in rotation so that they shall act as nearly equal a number of times as possible. If any alternate is not available in accordance with such rotation, such fact shall be recorded in the minutes of the meeting.

(c) Each flood prevention, climate resilience and erosion control board shall publish a biannual report on the Internet web site of each municipality under the jurisdiction of such board. Such report shall include, but not be limited to,

(1) a current inventory and description of the flood prevention, climate resilience and erosion control system managed by such board,

(2) the extent and value of property, infrastructure and natural resources protected by such system,

(3) an analysis of the manner in which vulnerable communities, as defined in subsection (a) of section 16-243y, are prioritized and protected by such system, and

(4) the revenues and expenditures of such board.

Sec. 5. Section 25-85 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

(a) Such board shall have authority, within the limits of appropriations from time to time made by the municipality or municipalities, as applicable, to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise, operate and manage a flood [or] prevention, climate resilience and erosion control system. As used in sections 25-84 to 25-94, inclusive, as amended by this act, ["flood or erosion control system"] "flood prevention, climate resilience and erosion control system" means any dike, berm, dam, piping, groin, jetty, sea wall, embankment, revetment, tide-gate, water storage area, ditch, drain or other structure or facility, and any nonstructural and nature- based measure, including, but not limited to, removal, relocation or modification of existing structures, restoration and maintenance of open floodplain or other water storage area and any feasible, less environmentally damaging alternative, as defined in section 22a-92, that is useful in preventing or ameliorating damage from floods or erosion, whether caused by fresh or salt water, [or] any dam forming a lake or pond that benefits abutting properties or any open space reserved for future accommodation or establishment of wetlands or watercourses, and shall include any easements, rights-of-way and riparian rights which may be required in furtherance of any such system.

(b) In planning for and conducting its activities, such board (1) shall consider all applicable regional and municipal hazard mitigation plans, resilience plans and identifications of vulnerable communities, as defined in subsection (a) of section 16-243y, as well as all applicable municipal plans of conservation and development adopted pursuant to section 8-23, and (2) may consult with the Connecticut Institute for Resilience and Climate Adaptation.

Sec. 6. Section 25-86 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

Such board is authorized to enter upon and to take and hold, by purchase, condemnation or otherwise, any real property or interest therein which it determines is necessary for use in connection with the flood [or] prevention, climate resilience and erosion control system. Whenever the board is unable to agree with the owner of any such property as to the compensation to be paid for the taking thereof, the board, in the name of the municipality, may bring condemnation proceedings in accordance with the procedure provided by part I of chapter 835 for condemnation by municipal corporations generally. In such case, the court or judge may permit immediate possession of such property by the board in accordance with the procedure provided by said chapter.

Sec. 7. Section 25-87 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

At any time after voting to acquire, construct, [or] reconstruct, operate or maintain any flood [or] prevention, climate resilience and erosion control system or portion thereof, the board in its discretion may elect to defray the cost thereof by issuing bonds or other evidences of debt, [or] from general taxation, special assessment, federal, state or private grant funds or any combination thereof or by drawing upon a municipal Climate Change and Coastal Resiliency Reserve Fund created pursuant to section 7-159d, as amended by this act. If it elects to defray any part of such cost from special assessment, it may apportion and assess such part upon the lands and buildings in the municipality which, in its judgment, are especially benefited thereby, whether they abut on such flood [or] prevention, climate resilience and erosion control system or not, and upon the owners of such lands and buildings, subject to the right of appeal as hereinafter provided. Such assessment may include a proportionate share of any expenses incidental to the completion of such flood [or] prevention, climate resilience and erosion control system, such as fees and expenses of attorneys, engineers, surveyors, superintendents or inspectors, the cost of any property purchased or acquired for such work, interest on securities, the cost of preparing maps, plans and specifications, the cost to reconstruct, repair, maintain, supervise, operate and manage such system and the cost of printing, publishing or serving advertisements or notices incidental thereto. The board may divide the total territory to be benefited by any flood [or] prevention,

climate resilience and erosion control system into sections and may levy assessments against the property benefited in each section separately. In assessing benefits against the property in any section, the board may add to the cost of the part of the flood [or] prevention, climate resilience and erosion control system located in such section a proportionate share of the cost of any part of such system located outside the section which is useful for the operation or effectiveness of that part of such system within the section and of any of the other items of cost or expense above enumerated.

Sec. 8. Section 25-92 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

The proceeds of such assessments, whether or not pledged for the payment of securities, shall be segregated from other funds of the municipality and shall be used only to pay for the construction, [or] reconstruction, repair, maintenance, supervision, operation or management of the flood [or] prevention, climate resilience and erosion control system or particular portion thereof in respect to which such assessments are made or, as the case may be, for the payment of the interest on or principal of any securities issued to pay for such system or particular portion thereof.

Sec. 9. Section 25-94 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

Any flood prevention, climate resilience and erosion control board established under section 25-84, any such board or commission established by special act or any district having as one of its powers and purposes the right to construct or maintain a flood prevention, climate resilience and erosion control system under chapter 105, acting through its officers, is authorized to negotiate, cooperate and enter into agreements with (1) the United States, (2) the United States and the state of Connecticut, [or] (3) the state of Connecticut, or (4) one or more municipalities in the state of Connecticut, in order to satisfy the conditions imposed by the United States or the state of Connecticut in authorizing any system for the improvement of navigation of any harbor or river and for [protection of property against damage by floods or by erosion] constructing, reconstructing, operating or maintaining any flood prevention, climate resilience and erosion control system, provided such system shall have been approved by the Commissioner of Energy and Environmental Protection.

Sec. 10. Section 25-95 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

The state, acting through the Commissioner of Energy and Environmental Protection, may enter into agreements with such local authority authorized to contract under section 25-94, as amended by this act, for the purpose of constructing projects or systems to prevent, correct and arrest [erosion and] flood damage and impacts of climate change within the boundaries of the state. The plans, specifications, system and construction shall be under the direct control and supervision of the commissioner. The contract shall describe (1) the nature and extent of the system, (2) the amount of the cost to the state, (3) the share to be paid by the district or board, and (4) the method of financing the payment by such local authority, all of which shall be subject to the approval of the commissioner.

Sec. 11. Section 25-97 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

When any such improvement or protection project or system is located within two or more municipalities, such municipalities, acting by their individual or joint flood prevention, climate resilience and erosion control boards, as applicable, are authorized to undertake jointly any such action as is authorized by sections 25-94 and 25-95, as amended by this act, and the cost to each board shall be determined by [the Commissioner of Energy and Environmental Protection] mutual agreement of the municipalities involved.

Sec. 12. Section 25-98 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

In carrying out the purposes for which it was established, any local authority authorized to contract under section 25-94, as amended by this act, may (1) accept, receive and expend gifts, devises or bequests of money, lands or other properties to be applied and expended in the manner provided herein, and (2) apply for and receive grants from state, federal and private sources.

Sec. 13. Section 7-326 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

At such meeting, the voters may establish a district for any or all of the following purposes: To extinguish fires, to light streets, to plant and care for shade and ornamental trees, to construct and maintain roads, sidewalks, crosswalks, drains and sewers, to appoint and employ watchmen or police officers, to acquire, construct, maintain and regulate the use of recreational facilities, to plan, lay out, acquire, construct, reconstruct, repair, maintain, supervise and manage a flood [or] prevention, climate resilience and erosion control system, to plan, lay out, acquire, construct, maintain, operate and regulate the use of a community water system, to collect garbage, ashes and all other refuse matter in any portion of such district and provide for the disposal of such matter, to implement tick control measures, to install highway sound barriers, to maintain water quality in lakes that are located solely in one town in this state, to establish a zoning commission and a zoning board of appeals or a planning commission, or both, by adoption of chapter 124 or chapter 126, excluding section 8-29, or both chapters, as the case may be, which commissions or board shall be dissolved upon adoption by the town of subdivision or zoning regulations by the town planning or zoning commission, to adopt building regulations, which regulations shall be superseded upon adoption by the town of building regulations, and to provide ferry service. Any district may contract with a town, city, borough or other district for carrying out any of the purposes for which such district was established.

Sec. 14. Subsection (a) of section 7-328 of the general statutes is repealed and the following is substituted in lieu thereof (Effective July 1, 2021):

(a) The territorial limits of the district shall constitute a separate taxing district, and the assessor or assessors of the town shall separate the property within the district from the other property in the town and shall annually furnish the clerk of the district with a copy of the grand list of all property in the district after it has been completed by the board of assessment appeals of the town. If the legislative body of the town elects, pursuant to section 12-62c, to defer all or any part of the amount of the increase in the assessed value of real property in the year a revaluation becomes effective and in any succeeding year in which such deferment is allowed, the grand list furnished to the clerk of the district for each such year shall reflect assessments based upon such deferment. When the district meeting has fixed the tax rate, the clerk shall prepare a rate bill, apportioning to each owner of property his proportionate share of the taxes, which rate bill, when prepared, shall be delivered to the treasurer; and the district and the treasurer thereof shall have the same powers as towns and collectors of taxes to collect and enforce payment of such taxes, and such taxes when laid shall be a lien upon the property in the same manner as town taxes, and such liens may be continued by certificates recorded in the land record office of the town, and foreclosed in the same manner as liens for town taxes or enforced in accordance with any provision of the general statutes for the collection of property taxes. The assessor or board of assessment appeals shall promptly forward to the clerk of the district any certificate of correction or notice of any other lawful change to the grand list of the district. The district clerk shall, within ten days of receipt of any such certificate or notice, forward a copy thereof to the treasurer, and the assessment of the property for which such certificate or notice was issued and the rate bill related thereto shall be corrected accordingly. If the district constructs any drain, sewer, sidewalk, curb or gutter, such proportion of the cost thereof as such district determines may be assessed by the board of directors, in the manner prescribed by such district, upon the property specially benefited by such drain, sewer, sidewalk, curb or

gutter, and the balance of such costs shall be paid from the general funds of the district. In the construction of any flood [or] prevention, climate resilience and erosion control system, the cost to such district may be assessed and shall be payable in accordance with sections 25-87 to 25-93, inclusive, as amended by this act. The cost for the maintenance of water quality in a lake shall be assessed on the land in a district and payment shall be apportioned equally among the owners of parcels of property. Subject to the provisions of the general statutes, the district may issue bonds and the board of directors may pledge the credit of the district for any money borrowed for the construction of any public works or the acquisition of recreational facilities authorized by sections 7-324 to 7-329, inclusive, and such board shall keep a record of all notes, bonds and certificates of indebtedness issued, disposed of or pledged by the district. All moneys received by the directors on behalf of the district shall be paid to the treasurer. No contract or obligation which involves an expenditure in the amount of (1) ten thousand dollars or more in districts where the grand list is less than or equal to twenty million dollars, or (2) twenty thousand dollars or more in districts where the grand list is greater than twenty million dollars, in any one year shall be made by the board of directors, unless the same is specially authorized by a vote of the district, nor shall the directors borrow money without like authority. The clerk of the district shall give written notice to the treasurer of the town in which the district is located of any final decision of the board of directors to borrow money, not later than thirty days after the date of such decision. The district may adopt ordinances, with penalties to secure their enforcement, for the purpose of regulating the carrying out of the provisions of sections 7-324 to 7-329, inclusive, and defining the duties and compensation of its officers and the manner in which their duties shall be carried out.

TOWN OF FAIRFIELD CAPITAL PLAN

	CAPITAL AND NON RECURRING TOTAL BY FISCAL YEAR														5/21/24 Meeting		
	FY24 Ban	FY24 Bond	FY25 Ban	FY25 Bond	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	Total FY25-34	Total FY25-34	Difference	Comment
Town																	
Authorized (A)	$ 2,670,000	$ 6,517,000	$ 3,910,000	$ 12,264,088	$ 10,636,559	$ 3,285,460	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,936,107	$ 26,071,206	$ 864,901	
CNR	$ -	$ -		$ -	$ 5,755,012	$ 1,099,500	$ 1,386,000	$ 475,000	$ -	$ -	$ -	$ -	$ -	$ 8,715,512	$ 8,715,512	$ (1)	
Capital Over $1M	$ -	$ -		$ -	$ 19,574,703	$ 34,295,817	$ 14,479,706	$ 9,191,025	$ 16,010,023	$ 19,501,387	$ 26,796,929	$ 17,693,000	$ 17,257,500	$174,800,090	$ 171,278,627	$ 3,521,463	
Subtotal	**$ 2,670,000**	**$ 6,517,000**	**$ 3,910,000**	**$ 12,264,088**	**$ 35,966,274**	**$ 38,680,777**	**$ 16,615,706**	**$ 9,666,025**	**$ 16,010,023**	**$ 19,501,387**	**$ 26,796,929**	**$ 17,693,000**	**$ 17,257,500**	**$210,451,708**	**$ 206,065,345**	**$ 4,386,363**	
BOE																	
Authorized	$ -	$14,088,000	$ 4,950,000	$ 10,900,000	$ 16,238,850	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,138,850	$ 29,788,440	$ (2,649,590)	
CNR	$ -	$ -		$ -	$ 398,280	$ 833,259	$ 1,644,469	$ 20,000	$ 387,631	$ 974,891	$ 2,309,354	$ 612,872	$ -	$ 7,180,756	$ 7,180,756	$ -	
Capital Over $1M	$ -	$ -		$ -	$ 4,328,301	$ 9,126,849	$ 24,398,960	$ 35,138,870	$ 38,083,096	$ 21,959,400	$ 14,480,118	$ -	$ 5,227,084	$152,742,678	$ 152,742,678	$ -	
Subtotal	**$ -**	**$14,088,000**	**$ 4,950,000**	**$ 10,900,000**	**$ 20,965,431**	**$ 9,960,108**	**$ 26,043,429**	**$ 35,158,870**	**$ 38,470,727**	**$ 22,934,291**	**$ 16,789,472**	**$ 612,872**	**$ 5,227,084**	**$187,062,284**	**$ 189,711,874**	**$ (2,649,590)**	Finalized FY25 Bond Amounts
WPCA																	
Funded by Town																	
Authorized														$ -	$ -	$ -	
CNR														$ -	$ -	$ -	
Capital Over $1M	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ 12,217,716	$ 6,403,599	$ -	$ -	$ -	$ 18,621,314	$ 18,621,314	$ 0	
Funded by WPCA														$ -	$ -	$ -	
Authorized (B)	$ 4,000,000	$ 5,000,000	$ -	$ 10,725,912	$ 18,913,222	$ 9,473,333	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,112,468	$ 40,112,468	$ (0)	
CNR	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Capital Over $1M	$ -	**$ -**		$ -	$ 7,454,722	$ 7,003,370	$ 20,737,116	$ 17,218,928	$ -	$ -	$ -	$ -	$ -	$ 52,414,136	$ 52,414,136	$ (0)	Finalized FY25 Bond Amounts
Subtotal	**$ 4,000,000**	**$ 5,000,000**	**$ -**	**$ 10,725,912**	**$ 26,367,944**	**$ 16,476,703**	**$ 21,737,116**	**$ 17,218,928**	**$ 12,217,716**	**$ 6,403,599**	**$ -**	**$ -**	**$ -**	**$111,147,918**	**$ 111,147,918**	**$ (0)**	
Grand Total Including Previously Authorized and WPCA	**$ 6,670,000**	**$25,605,000**	**$ 8,860,000**	**$ 33,890,000**	**$ 83,299,649**	**$ 65,117,588**	**$ 64,396,251**	**$ 62,043,823**	**$ 66,698,466**	**$ 48,839,277**	**$ 43,586,401**	**$ 18,305,872**	**$ 22,484,584**	**$508,661,910**	**$ 506,925,137**	**$ 1,736,773**	
				Note C													
Cumulative Total FY25-34					$117,189,649	$182,307,237	$246,703,488	$308,747,311	$375,445,776	$424,285,053	$467,871,454	$486,177,326	$508,661,910				

(A) FY24 Ban - will be either converted to a bond or rolled into a ban again. Currently it is listed in the FY25 Bond Column as a placeholder.
Turney Creek $1M
Pumper LSN $950K
Post Tension tension court $520k
Tunxis Hill Pickelball Courts $200k

(B) FY24 Ban - will be either converted to a bond or rolled into a ban again. Currently it is listed in the FY25 Bond Column as a placeholder.
East Trunk Wetlands Corssing $2M
East Trunk Replacement Project $2M
(C) Changes were made to the FY25 amounts to be bonded in July based on discussions with Department heads and their financial needs for FY25.

Town of Fairfield Capital Plan

										Cash Flow Timing (Bond or BAN)														
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Town																								
Authorized Projects:																								
DPW	BURR MANSION KITCHEN UPGRADE 20YR	018T2	$ 228,000		$ 228,000	2/27/2017	$ 215,666	$ 12,334	$ 215,666														**INACTIVE**	complete
DPW	TRANSFER STATION RENOVATION - 20YR	021T1	$ 250,000		$ 250,000	2/24/2020	$ 250,000	$ -	$ 250,000														**ACTIVE**	Waiting on parts
DPW	SENIOR CENTER DESIGN - 20 YR	021T3	$ 100,000		$ 100,000	2/24/2020	$ 100,000	$ -	$ -		$ 100,000												**ACTIVE**	Once bathroom renovation is complete, we will begin planning Kitchen upgrade.
DPW	INDEPENDENCE HALL BOILER - 20YR	021T7	$ 115,000		$ 115,000	2/24/2020	$ 115,000	$ -	$ 100,000		$ 15,000												**CLOSED**	complete/closed
DPW	TRANSFER STA TRASH COMPACTORS 20YR	021T8	$ 354,000		$ 354,000	2/24/2020	$ 354,000	$ -	$ 354,000														**CLOSED**	complete/closed
DPW	INDY HALL OFFICE RENOVATION-20 YEAR	022T1	$ 500,000		$ 500,000	3/22/2021	$ 300,000	$ 200,000			$ 300,000		**$ 200,000**										**ACTIVE**	Planning stages of Probate move to Credit Union space
DPW	TOWNWIDE FACILITY AUDIT-20 YEAR	022T2	$ 400,000		$ 400,000	3/22/2021	$ 400,000	$ -			$ 400,000												**ACTIVE**	Mostly Silver Petrucelli, Audit and HVAC Bid documents and Construction Admin. Fire 1 controls complete, Seismic Analysis Fire 2 complete, DPW Dry pipe Design complete,
DPW	Town-wide Facility Upgrades - Phase 1	FY221	$ 1,949,778		$ 1,949,778	5/23/2022	$ 974,889	$ 974,889	$ 974,889				**$ 974,889**										**ACTIVE**	Awarded Mckenney Mechanical $1,137,198.00 worth of Projects in 7 different buildings. Materials have been ordered.
DPW	Transfer Station Repairs	FY224	$ 450,000		$ 450,000	5/23/2022	$ 375,000	$ 75,000	$ 375,000														**ACTIVE**	Still need to repair upper tip tip floor and install upper floor drains.
DPW	Capital Equipment- Phase 2	26557010	$ 2,377,000	$ -	$ 2,377,000	6/26/2023	$ -	$ 2,377,000					**$ 1,755,000**	$ 622,000									**ACTIVE**	Total incurred and encumbered so far relate to the following equipment: Excavator received 5/2/24; Tiger Boom Mower, Freightliner 114 SD 6 Wheel Dump Truck, Freightliner 10 Wheel Dump truck, Freightliner 6 Wheel Flatbed/liftgate, Backhoe with front and rear clam buckets.expected June July and August. The Amount to be bonded in FY25 represents Equipment for FY24 and FY25
DPW	Barnacle Work Boat - Marina	025T2	$ 350,000		$ 350,000	3/25/2024		$ 350,000						$ 350,000										Part of CNR-20 YR FY25 bond - DPW advised it will take a year to build so I excluded this amount from FY25 Bond issuance
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 1		$ 1,923,000		$ 1,923,000	4/29/2024		$ 1,923,000					**$ 893,000**	**$ 813,000**	**$ 217,000**									three year authorization approved by all three boards
ENG	HULLS FARM RD BRIDGE DESIGN 20YR	018T1	$ 150,000		$ 150,000	2/27/2017	$ 124,966	$ 25,034	$ 124,966														**ACTIVE**	Contacted Westport for status. Currently on Hold by Westport-lead agency.
ENG	ROOSTER RIVER BANK STABILIZE 20Y	018T3	$ 350,000		$ 350,000	2/27/2017	$ 191,540	$ 158,460	$ 191,540						$ 158,460								**ACTIVE**	stabilize bank or purchase property-slow negotiations, status might change pending health of owner
ENG	H SMITH RICH PUMP STATION 20YR	018T4	$ 150,000		$ 150,000	2/27/2017	$ 143,954	$ 6,046	$ 143,954														**CLOSED**	complete/closed
ENG	S BENSON MARINA DREDGING 10YR	018T5	$ 700,000		$ 700,000	2/27/2017	$ 660,480	$ 39,520	$ 660,480														**ACTIVE**	4 mo of monitoring and then close out

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y	020T1	$ 460,000	$ (360,000)	$ 100,000	2/25/2019	$ 100,000	$ -	$ 100,000														ACTIVE	in progress (Final Design grant approved). May need additional funds due to price increases from 2020.Mast Arm analysis issue- DOT, then out to bid. Needs $600K more needs Board approval
ENG	GRASMERE AVE PED IMPROVEMENT-20YR	020T2	$ 200,000	$ -	$ 200,000	2/25/2019	$ 174,240	$ 25,760	$ 174,240														ACTIVE	in progress -final submission in May 2024 (processed grant and approval)
ENG	CONGRESS BRIDGE REPAIR-20YR	020T3	$ 180,000	$ -	$ 180,000	2/25/2019	$ 156,816	$ 23,184	$ 156,816														ACTIVE	in Design- (processed grant and approval)
ENG	BROOKSIDE DR BRIDGE DESIGN-20YR	020T4	$ 350,000	$ -	$ 350,000	2/25/2019	$ 161,841	$ 188,159	$ 161,841					**$ 188,159**									ACTIVE	in progress (processed grant and approval)
ENG	STRATFIELD PED STREETSCAPE-20 YR	020T6	$ 900,000	$ (785,852)	$ 114,148	2/25/2019/ 4/29/24	$ 91,379	$ 22,769	$ 91,379														ACTIVE	construction completed- project still has unpaid invoices -change orders/retainage. 150 K SVA funding approved and added to account. Spoils pile removed.
ENG	KINGS HIGHWAY PHASE III DESIGN 20YR	021T2	$ 300,000		$ 300,000	2/24/2020	$ 300,000	$ -	$ -		$ 300,000												ACTIVE	Contract executed with Tighe and Bond. Under Design Phase
ENG	BRONSON RD ARCH TO BOX CULVERT 20YR	021T4	$ 250,000		$ 250,000	2/24/2020	$ 250,000	$ -	$ -		$ 250,000												ACTIVE	in house design in progress
ENG	STORM SYSTEM IMPROVEMENTS - 20YR	021T5	$ 500,000		$ 500,000	2/24/2020	$ 500,000	$ -	$ 500,000														ACTIVE	in progress (design, survey, construction) Chelsea merton Henderson weeping willow
ENG	ROOSTER RIVER DET AREA STUDY 20YR	021T6	$ 320,000		$ 320,000	2/24/2020	$ 320,000	$ -	$ 310,000		$ 10,000												ACTIVE	spent-Addressing USACE comments when available, change order for final design revisions.
ENG	TOWNWIDE GUIDE RAIL/FENCING-20 YEAR	022T5	$ 200,000		$ 200,000	3/22/2021	$ 200,000	$ -			$ 200,000												ACTIVE	In progress; Cross Hwy and Redding Rd sections completed. Next step: Contractor has ordered materials and will proceed with next phase- 5 to 7 areas. Note: complete ARPA sections first.
ENG	FLOOD CONTROL STUDY-20 YEAR	022T4	$ 100,000		$ 100,000	3/22/2021	$ -	$ 100,000						$ 100,000									ACTIVE	DEEP/FEMA issues
ENG	BLACK ROCK TNPK DESIGN-20 YEAR	022T6	$ 250,000		$ 250,000	3/22/2021	$ -	$ 250,000						$ 250,000									ACTIVE	MetroCOG approval, awaiting DOT final grant approval. RFP for design still pending. Town just received grant notice to proceed for sister project (Kings Hwy East) so this one may still a have a few months delay. Follow up with DOT and Metrocog. (Metrocog to discuss with State).
ENG	ROAD SAFETY IMPROVEMENT-20 YEAR	022T7	$ 250,000		$ 250,000	3/22/2021	$ -	$ 250,000					**$ 250,000**										ACTIVE	in progress (Villa Ave, Redding RD, in design) RRFB for Old Post Rd, has been installed. Edge lines and rumblestrips on Redding Road complete- invoice pending. Mill Plain ADA ramps completed by Contractor and Town. Upcoming Villa Ave, and other Riverfield School zone improvements. School zone pedestrian safety signs received PC approval. Next Step: SS4A- RRFB for Riverfield (needs PC approval) and BOE requests- Mill Hill School sidewalks, investigating Pequot Ave improvements.
ENG	CONGRESS ST BRIDGE DESIGN-20 YEAR	022T8	$ 150,000		$ 150,000	3/22/2021	$ -	$ 150,000					**$ 50,000**	$ 100,000									ACTIVE	WMC in design
ENG	REEF RD CULVERT REPAIR-20 YEAR	022T9	$ 100,000		$ 100,000	3/22/2021	$ -	$ 100,000					**$ 100,000**										ACTIVE	Design almost complete. Town & Consultant unable to perform detailed inspection, needs cleaning, to determine repair or replacement, set for May 29, 2024. Goal is for COP permit by late Summer/Fall 2024. May involve Additional pipe per Conservation, which would require 6-12 month DEEP permit. Sediment removal required to finish inspection to make determination of 3 sided box vs oval (squash) pipe.
ENG	UNDERWATER BRIDGE INSPECTION-10YR	023T1	$ 150,000		$ 150,000	3/1/2022	$ 150,000	$ -			$ 150,000		$ -										ACTIVE	Weston and Sampson testing completed.Sediment disposal necessary for 6 tide gates- will expend budget. May need additional funding, TBD. Application to submitted for Local Bridge Program late May 2024.
ENG/Cons	PINE CREEK-MCCLEARY TIDEGATE-20YEAR	023T3	$ 500,000		$ 500,000	3/1/2022	$ 250,000	$ 250,000			$ 250,000		**$ -**	$ 250,000									ACTIVE	RFP finalized
ENG	RIVERSIDE CREEK TIDEGATE-20 YEAR	023T4	$ 453,200		$ 453,200	3/1/2022	$ 200,000	$ 253,200			$ 200,000		**$ -**	$ 253,200									ACTIVE	RFP Finalized
ENG	RESILIENCY-JENNINGS BEACH-20 YEAR	023T5	$ 250,000		$ 250,000	3/1/2022	$ 250,000	$ -			$ 250,000												ACTIVE	TBD FEMA/DEEP issues- Cost Benefit Analysis received from GZA. CBA less than 1. Results indicate costs much higher than benefits per FEMA formulas.

Town of Fairfield Capital Plan

									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
ENG	GUIDERAIL REPAIRS PHASE 2- 20 YEAR	024T1	$ 210,000		$ 210,000	2/27/2023	$ -	$ 210,000			$ -	**$ 100,000**		$ 210,000									**ACTIVE**	Starting design next phase: Morehouse Hwy over Merritt, Verna Hill
ENG	STRATFIELD RD DESIGN (RSA)- 20 YEAR	024T2	$ 325,000		$ 325,000	2/27/2023	$ -	$ 325,000			$ -	**$ 325,000**		$ 325,000									**ACTIVE**	Design Starting. Contract executed with Tighe and Bond.
ENG	DESIGN- POST RD & JUG HANDLE-20 YEA	024T3	$ 175,000		$ 175,000	2/27/2023	$ -	$ 175,000			$ -	**$ 175,000**		$ 175,000									**ACTIVE**	Design Cost Proposed is under Design Budget so no PAL agreement required. Contract executed with Tighe and Bond.
ENG	ROUND HILL RD & REEF SIDEWALKS-20 Y	024T4	$ 611,298	$ (500,000)	$ 111,298	2/27/2023	$ -	$ 111,298			$ -		**$ 111,298**										**ACTIVE**	In design, Survey completed.Goal to go out to bid together Spring 2024
ENG	LOWER WHARF/FISHING PIER-20 YEAR	024T5	$ 800,000	$ (640,000)	$ 160,000	2/27/2023	$ -	$ 160,000			$ -	**$ 160,000**		$ 160,000									**ACTIVE**	Waiting on permits; design paid by HMC, applied for a state bond. Ship grant in other financing sources.
ENG	Kings Highway Pedestrian LOTCIP Grant - PEDESTRIAN IMPROVEMENTS - PHASE 3 Construction (commerce)	22557049	$ 1,940,600	$ (1,940,600)	$ -	5/22/2023	$ -	$ -															**ACTIVE**	Design in progress. Contract executed with Tighe and Bond
ENG	Kings Highway Improvement Construction - Phase 1 and 2	22557048	$ 3,448,950	$ (2,986,560)	$ 462,390	11/2013/ 10/27/2014/ 09/25/2017	$ 377,300	$ 85,090	$ 377,300														**ACTIVE**	awaiting Final audit by State.
ENG	Commerce Drive Bridge Construction	22757036	$ 2,759,433	$ (2,759,433)	$ -	2/27/2017	$ -	$ -															**ACTIVE**	Design complete. ACOE Approved. Waiting on State approval before submitting and RFP/Bid for Construction Contractor through purchasing. Estimated Time for RFP/BID: Spring 2024. Before project starts, utility relocation will need to occur.
ENG	Commerce Drive Sidewalk design and row	22757048	$ 200,000	$ (200,000)	$ -	4/25/2022	$ -	$ -															**ACTIVE**	ROW acquisitions complete.(194 K should be 100% reimbursable when construction begins 2024).
ENG	Valley Road Bridge	24257016	$ 3,200,000	$ (2,578,400)	$ 621,600	9/25/2017	$ 621,600	$ -	$ 429,600		$ 192,000												**ACTIVE**	Awaiting State Audit, keep say 50K open ?
ENG	Tide gate system (Railroad bridge)	FY223	$ 2,250,000		$ 2,250,000	5/23/2022	$ 2,250,000	$ -	$ 2,250,000														**ACTIVE**	Have permits/approvals from CT DEEP & SHPO. Received USACE permit on 10/25/23. Design completed, RACE to generate RFP bid docs-est late Spring 2024.
ENG/CONS	Turney Creek/Riverside Dr Tide Gates	26357160	$ 6,750,000		$ 6,750,000	5/22/2023	$ 2,000,000	$ 4,750,000		$ 1,000,000	$ 2,000,000	**$ 1,000,000**	**$ 2,000,000**	$ 1,000,000	$ 1,000,000	$ 750,000							**ACTIVE**	Utility relocation is ongoing. Waiting for utility companies to complete work for project to start. Contractor is on board and ready to go. Estimated Start Spring 2024.
ENG	Oldfield Road Bridge Design	025T3	$ 570,000		$ 570,000	3/25/2024		$ 570,000					**$ -**	$ 570,000										
ENG	Wakeman Lane/Old Rd. Bridge Construct.	025T4	$ 432,600		$ 432,600	3/25/2024		$ 432,600				**$ 432,500**		$ 432,600										Ban amount changed to $432,500 for rounding purposes as per bond Counsel
ENG	KHW Greens Farm Road Bridge	025T5	$ 432,600		$ 432,600	3/25/2024		$ 432,600				**$ 432,500**		$ 432,600										Ban amount changed to $432,500 for rounding purposes as per bond Counsel
ENG	Meadow Brook Road Sound Barrier	025T6	$ 350,000		$ 350,000	3/25/2024		$ 350,000				**$ 350,000**		$ 350,000										
ENG	McKinley School-Knapps Highway Neighborhood Connectivity	025T7	$ 850,000	$ (700,000)	$ 150,000	3/25/2024		$ 150,000				**$ 150,000**		$ 150,000										
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5-Phase 1		$ 3,770,000		$ 3,770,000	4/29/2024		$ 3,770,000					**$ 1,500,000**	**$ 1,200,000**	**$ 1,070,000**								three year authorization approved by all three boards
ENG	BETA Sidewalk Capital Improvement Plan - Phase 1		$ 4,760,000		$ 4,760,000	4/29/2024		$ 4,760,000					**$ 2,000,000**	**$ 1,920,000**	**$ 840,000**								three year authorization approved by all three boards
FD	FIRE STATION REHABILIATION 20YR	021TA	$ 250,000		$ 250,000	2/24/2020	$ 250,000	$ -	$ 100,000		$ 150,000												**ACTIVE**	completed
FD	FIRE PUMPER LSN 11-20 YEAR	022TA	$ 725,000		$ 725,000	3/22/2021	$ 700,000	$ 25,000	$ 700,000														**ACTIVE**	$1,865 remaining in account. Will be spent shortly.
FD	SCBA-FIRE APPARATUS-10 YEAR	023T2	$ 358,445		$ 358,445	3/1/2022	$ 350,000	$ 8,445			$ 350,000												**ACTIVE**	$171 remaining in account. Will be spent shortly.
FD	PUMPER-LSN 14-20 YEAR	024T6	$ 980,000		$ 980,000	2/27/2023	$ -	$ 980,000		$ 950,000	$ -		**$ 980,000**										**ACTIVE**	$955,601 encumbered by P.O. for truck. Delivery expected May 2025.
FD	FIRE DEPT SHOP TRUCK REPLACE-10 YR	025T1	$ 130,000		$ 130,000	3/25/2024		$ 130,000				**$ 130,000**		$ 130,000										Part of CNR-10 YR FY25 bond
IT	IT-LAND USE & PERMTNG INSP SYS 10YR	021T9	$ 100,000		$ 100,000	2/24/2020	$ 100,000	$ -	$ 100,000														**ACTIVE**	95% complete. Onboarding last department: Health. Remaining funds to be expended on Bluetooth printers for Health Dept., etc.
PD	POLICE DEPT-HVAC- 20 YEAR	022T3	$ 500,000		$ 500,000	3/22/2021	$ 500,000	$ -	$ 300,000		$ 200,000												**ACTIVE**	95% complete. DX Compressors, Coils, Return Fan, Cooling Tower, Drives roof enclosure and chiller installed. Waiting on Commissioning and Training

Town of Fairfield Capital Plan

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PD	Radio System (Infrastructure and Public Safety Users)	FY222	$ 7,000,000	$ (3,500,000)	$ 3,500,000	5/23/2022	$ 3,500,000	$ -	$ 3,500,000														ACTIVE	As of 05/13/2024 - All construction work has been completed and fleet mapping submitted to CTS for approval. The radio system will be coverage tested during the third week of June and hope to install equipment in July for a July-August activation date.
P&R	TOMLINSON ARTIFICIAL TURF 10YR	018T6	$ 500,000	$ (28,669)	$ 471,331	2/27/2017	$ 387,817	$ 83,514	$ 387,817														CLOSED	complete/Closed
P&R	GOLF COURSE RENO-HSR-20YR	020T5	$ 100,000	$ -	$ 100,000	2/25/2019	$ 97,390	$ 2,610	$ 97,390														ACTIVE	complete
P&R	HSR GOLF COURSE RENOVATION 10YR	021TB	$ 100,000		$ 100,000	2/24/2020	$ 100,000	$ -	$ 100,000														ACTIVE	complete
P&R	POST-TENSION TENNIS COURT-TMLS 20YR	021TC	$ 400,000		$ 400,000	2/24/2020	$ 398,750	$ 1,250	$ 223,750		$ 175,000												CLOSED	complete/Closed
P&R	LAKE MOHEGAN SPLASH PAD REPLACE-20	022TD	$ 150,000		$ 150,000	3/22/2021	$ 150,000	$ -			$ 150,000												ACTIVE	complete
P&R	PINE CREEK PARK PLAYGROUND-20 YEAR	022TC	$ 103,000		$ 103,000	3/22/2021	$ -	$ 103,000					**$ 84,901**										ACTIVE	complete
P&R	LAKE MOHEGAN-RESTORATION STORM-20YR	023T6	$ 500,000		$ 500,000	3/1/2022	$ 125,000	$ 375,000			$ 125,000		**$ 375,000**										ACTIVE	Other financing sources of $375,000 was denied by FEMA. Should be spent in FY25
P&R	TENNIS CENTER LIGHT REPLACE-20YEAR	023T7	$ 100,000		$ 100,000	3/1/2022	$ 100,000	$ -			$ 100,000												ACTIVE	PROJECT REJECTED for additional funds
P&R	POST-TENSION TENNIS-DWIGHT-20 YEAR	023T8	$ 550,000		$ 550,000	3/1/2022	$ 550,000	$ -			$ 550,000												ACTIVE	complete
P&R	JACKY DURRELL PAV UPGRADES-20 YEAR	023T9	$ 103,000		$ 103,000	3/1/2022	$ 100,000	$ 3,000			$ 100,000												ACTIVE	Will be completed in Oct 2024
P&R	HSR DRIVING RANGE UPGRADES-20 YEAR Phase 1	024T7	$ 275,000		$ 275,000	2/27/2023	$ -	$ 275,000			$ -	**$ 275,000**		**$ 275,000**									ACTIVE	Will be completed summer of 2024
P&R	POST-TENSION TENNIS CRT- FFLD WOODS	024T8	$ 522,000		$ 522,000	2/27/2023	$ -	$ 522,000		$ 520,000	$ -		**$ 520,000**										ACTIVE	complete - bonding equals amount previously banned
P&R	TUNXIS HILL PICKLEBALL COURTS-20 YR	024T9	$ 575,000		$ 575,000	2/27/2023	$ -	$ 575,000		$ 200,000	$ -	**$ 105,000**	**$ 470,000**	$ 105,000									ACTIVE	Will be completed by fall of 2024; bonding entire amount and not amount previously banned totaling $200K
P&R	Roger Ludlowe Middle School Turf	FY225	$ 4,125,000		$ 4,125,000	5/23/2022	$ 4,125,000	$ -	$ 4,125,000														ACTIVE	Going out to bid for Construction as of May 2024
P&R	HSR Driving Range - Phase 2	025T8	$ 275,000		$ 275,000	3/25/2024	$ -	$ 275,000				**$ 275,000**		$ 275,000										Part of CNR-20 YR FY25 bond
	Total Authorized		**$ 68,466,904**	**$ (16,979,514)**	**$ 51,487,390**		**$ 24,092,628**	**$ 27,394,762**	**$ 17,575,628**	**$ 2,670,000**	**$ 6,517,000**	**$ 3,910,000**	**$12,264,088**	**$10,636,559**	**$ 3,285,460**	**$ 750,000**	$ -	$ -	$ -	$ -	$ -	$ -		
Non-recurring Capital < $1mm to be Bonded																								
DPW	Transfer station canopy		$ 120,000	$ (120,000)	$ -																			The application for the "energy efficiency and conservation block grant" is still pending approval.
ENG	Hulls Farm Road Bridge Construction		$ 779,762		$ 779,762									$ 779,762										Engineering estimate based on past projects
ENG	Southport Median Grant Design		$ 315,000		$ 315,000									$ 315,000										Engineering estimate based on past projects
ENG	Sturges Bridge Design		$ 346,500	$ (173,250)	$ 173,250									$ 173,250										Engineering estimate based on past projects
ENG	Update to 2015 Master Plan for Flood Protection, Climate Resilience and Erosion Control		$ 250,000		$ 250,000									$ 250,000										Rough estimate- placeholder - increased by $100,000 since ARPA funds reallocated; to be discussed and revisited
ENG	Storm System Improvements for various Neighborhoods		$ 500,000		$ 500,000									$ 500,000										Engineering estimate based on using DPW which would be cheaper than using outside consultants;to be discussed with Bill Hurley and revisited
ENG	Morehouse Highway Bridge culverts design		$ 350,000	$ (175,000)	$ 175,000									$ 175,000										Engineering Estimate based on past .
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y		$ 250,000		$ 250,000									$ 250,000										Removed from ARPA. Added to Capital Plan in FY26. Bill advised the bid package would be presented to purchasing in the spring.
ENG	Downtown Resiliency - Phase 2 Design		$ 512,000		$ 512,000									$ 512,000										Design for D2 and D3 - 'design for phases previously lumped in with construction costs
ENG	Downtown Resiliency - Phase 3 Design		$ 537,000		$ 537,000										$ 537,000									Design for D4 and B - design for phases previously lumped in with construction costs
ENG	Downtown Resiliency - Phase 4 Design		$ 786,000		$ 786,000											$ 786,000								Design for Alternate A - design for phases previously lumped in with construction costs

Town of Fairfield Capital Plan

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FD	Fire Station Rehabilitation Years 4 and 5		$ 862,500		$ 862,500									$ 600,000	$ 262,500									Based upon previous Bids by Purchasing Dept. We have been advised that the current amounts have not changed. However, the project is still in design stage with the architects. The costs could change based on the architects calculations on contruction documents. - $600Kmoved from FY25 to FY26 - to be reviewed by David Becker
FD	Marine 217		$ 250,000		$ 250,000									$ 250,000										Estimate- Replacement of 2007 shallow-draft rescue boat that responds from Ye Yacht Yard in Southport
FD	Car3		$ 175,000		$ 175,000												$ 175,000							State Contract for vehicle plus estimates on equipment - Replacement as per Apparatus Replacement Plan of Shift Commander's Response SUV
PD	Police Department Rehabilitation - Years 2 and 3		$ 800,000		$ 800,000									$ 800,000										As discussed during 2/20 finance meeting Project was moved and combined in FY26. This is a placeholder until PD gets a more accurate cost estimate. This may be moved to Capital over $1M depending on the contractor estimate
P&R	Dog Park (Location TBD)		$ 200,000		$ 200,000									$ 200,000										Internal Estimate
P&R	Lake Mohegan Concession/Water Park		$ 250,000		$ 250,000									$ 250,000										Vendor Estimate
P&R	Lake Mohegan Playground Replacement		$ 150,000		$ 150,000									$ 150,000										Vendor Estimate
P&R	Beach Parking Kiosks		$ 250,000		$ 250,000									$ 250,000										Vendor Estimate
P&R	Grasmere Playground Replacement		$ 150,000		$ 150,000									$ 150,000										Internal Estimate
P&R	Rugby Park Playground Replacement		$ 150,000		$ 150,000									$ 150,000										Internal Estimate
P&R	Knapps Park Playground Replacement		$ 150,000		$ 150,000										$ 150,000									Internal Estimate
P&R	Hook and Ladder Playground Replacement		$ 150,000		$ 150,000										$ 150,000									Internal Estimate
P&R	Veterans Park Playground Replacement		$ 150,000		$ 150,000											$ 150,000								Internal Estimate
P&R	Veres Park Playground Replacement		$ 150,000		$ 150,000											$ 150,000								Internal Estimate
P&R	Owen Fish Playground Replacement		$ 300,000		$ 300,000											$ 300,000								Internal Estimate
P&R	Oldfield Playground Replacement		$ 150,000		$ 150,000												$ 150,000							Internal Estimate
P&R	Ash Creek Playground Replacement		$ 150,000		$ 150,000												$ 150,000							Internal Estimate
	Total < $1mm		$ 9,183,762	$ (468,250)	$ 8,715,512		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,755,012	$ 1,099,500	$ 1,386,000	$ 475,000	$ -	$ -	$ -	$ -	$ -		
Capital > $1mm to be Bonded																								
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 2		$ 3,634,035	$ (2,000,000)	$ 1,634,035											$ 1,634,035								
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 1		$ 10,921,761	$ (6,000,000)	$ 4,921,761									**$ 1,776,953**	**$ 1,649,138**	**$ 1,495,670**	$ -							Was not approved by all 3 boards due to possible ARPA funding.
ENG	BETA Sidewalk Capital Improvement Plan - Phase 2		$ 2,000,000	$ (160,000)	$ 1,840,000											$ 920,000	$ 920,000							
ENG	Townwide Road Safety Improvements And NEW SIDEWALKS, COMPLETE STREETS		$ 4,650,000	$ -	$ 4,650,000									$ 2,500,000	$ 1,050,000	$ 1,100,000	$ -							Rough Engineering Estimate based on paving list and public requests. Added 5% to FY26 and 10% to FY27- since a study is not complete and ready to go, we are shifting this over one year.
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 2		$ 291,000		$ 291,000											$ 191,000	$ 100,000							
DPW	Capital Equipment - Phase 3		$ 1,503,000		$ 1,503,000										$ 1,503,000									this is the sum of FY27-29 on 10 year replacement plan attached
DPW	Capital Equipment - Phase 4		$ 1,609,000		$ 1,609,000													$ 1,609,000						this is the sum of FY30-32 on 10 year replacement plan attached
DPW	Capital Equipment - Phase 5		$ 403,000		$ 403,000																$ 403,000			This only includes FY33 so far - will be updated to include FY34 and FY35 too
DPW	Town-wide Facility Upgrades (Priority IIA)		$ 1,400,000	$ -	$ 1,400,000								$ -	$ 1,400,000	$ -	$ -	$ -							this is a part of Priority II broken out into different phases. The same needs to be done with the amounts below. This will be changed once we receive the updated project estimates. See note below

Town of Fairfield Capital Plan

									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
DPW	Town-wide Facility Upgrades (Based on Audit Recommendations)		$ 13,688,981	$ -	$ 13,688,981								$ -	$ -	$ 2,913,617	$ -	$ 3,001,025	$ 3,001,023	$ 2,351,387	$ 2,421,929				we are in the process of getting an updated bid from Silver Petrucelli which should be submitted by next week, which will include a 10 year plan with an inflation escalator. The last bid was performed in 2021. Phase 1 was approved in 2022, and is included in the authorized and unissued debt section.
ENG	Rooster River 1	80087	$ 5,750,000	$ (3,250,000)	$ 2,500,000	2/24 grant								$ 2,500,000		$ -	$ -							Removed amounts previously allocated to FY26 and 27 and added $2.5M to FY26 bond since ARPA funding was removed from Rooster River and reallocated. other financing sources includes $2.5M state grant plus Bridgeport arpa funds of $750K.
	Rooster River 2	80087	$ 6,250,000		$ 6,250,000										$ 6,250,000									Added second bond amount here. total project cost is $12M
ENG	Kings Highway Pedestrian Improvements Phase III Construction		$ 1,940,600	$ (1,940,600)	$ -								$ -	$ -	$ -	$ -	$ -							Commitment to Fund award. Cost estimate upon final design late 2024/2025
ENG	Brookside Drive Bridge Construction		$ 2,865,600	$ (2,865,600)	$ -								$ -	$ -	$ -	$ -	$ -							Commitment to Fund award. Cost estimate upon final design late 2024/2025
ENG	Congress St. Bridge Construction		$ 2,535,600	$ (2,535,600)	$ -								$ -	$ -	$ -	$ -	$ -							Commitment to Fund award. Cost estimate upon final design late 2024/2025
ENG	Stratfield Road Pedestrian Improvement (RSA) - Construction		$ 2,000,000	$ (2,000,000)	$ -								$ -	$ -	$ -	$ -	$ -							Engineering Estimate and Urban Act grant amount
ENG	Post Road & Jug Handle Pedestrian Improvement - Construction		$ 1,750,000	$ (1,750,000)	$ -								$ -	$ -	$ -	$ -	$ -							Engineering Estimate and Urban Act grant amount
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5-Phase 2		$ 1,375,000		$ 1,375,000											$ 675,000	$ 700,000							
ENG	Oldfield Road Bridge Construction		$ 5,813,750	$ (1,575,000)	$ 4,238,750								$ -	$ 1,653,750	$ 2,585,000	$ -	$ -							Engineering/Consultant Estimate based on previous projects; added 5% and 10% to FY26 and FY27, respectively
ENG	Black Rock Turnpike		$ 2,100,000	$ (2,100,000)	$ -								$ -	$ -	$ -	$ -	$ -							Potential grant - design will determine cost estimate
ENG	Southport Median Grant Construction		$ 2,100,000	$ (2,100,000)	$ -								$ -	$ -	$ -	$ -	$ -							Potential grant - design will determine cost estimate
ENG	Sturges Bridge Construction		$ 2,838,938	$ (1,351,875)	$ 1,487,063								$ -	$ -	$ 1,487,063	$ -	$ -							Engineering Estimate based on previous projects; added 10% inflation factor
ENG	Increase Resiliency - Jennings Beach		$ 2,520,000	$ -	$ 2,520,000								$ -	$ -	$ -	$ -	$ 2,520,000							Engineering estimate based on similar studies, added 20% inflation factor
ENG	Downtown Resiliency		$ 16,666,000	$ -	$ 16,666,000									$ 2,864,000	$ 4,188,000	$ 3,614,000	$ -			$ 6,000,000				NEW project - 'Design costs for Phases 1 will be paid out of ARPA funds. FY26 for testing, design, start construction for Phase 1 -added 5% to FY27 and 10% to FY28; added alternate A in FY32 as a place holder if we decide to persue. There may be a potential grant in the future. Added the $776K to FY26 that was removed from ARPA funding. Note that these are conceptual contruction estimates and are 50% accurate at best since design is just starting for Phase 1 and permit conditions are unknown at this time. I have removed design costs here, and added design costs separately for Phase 2, 3 and 4 under CNR FY26,27 28.
ENG	Morehouse Highway Bridge Contruction		$ 3,740,000	$ -	$ 3,740,000										$ 3,740,000									Engineering Estimate based on similar past projects. Added 10% for inflation
ENG	Brooklawn Parkway Retaining Wall Replacement		$ 2,100,000		$ 2,100,000													$ 2,100,000						Placeholder, rough estimate - added 25% to for inflation
ENG	S. Benson Stormwater Pump Station - Design		$ 3,750,000		$ 3,750,000													$ 3,750,000						Consultant estimate placeholder - added 25% to FY30 for inflation
ENG	S. Benson Stormwater Pump Station - Construction		$ 27,825,000		$ 27,825,000														$13,650,000	$14,175,000				Consultant estimate placeholder - Added 30% in FY31 and 35% in FY32 for inflation

Town of Fairfield Capital Plan

									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
ENG	S. Benson SW Pump Drainage Lines/Paving/Environmental		$ 20,947,500		$ 20,947,500																$10,290,000	$10,657,500		Consultant estimate placeholder - Added 40% in FY33 and 45% in FY34 for inflation
FD	Apparatus Maintenance		$ 1,400,000	$ -	$ 1,400,000								$ -	$ 1,400,000	$ -	$ -	$ -							Best estimate - Construction of facility or add-on to existing facitlity to provide adequate space for Fire Apparatus Maintenance. Currently it co-exists on apparatus floor at Fire Station 2 and is not optimal.
FD	Pumper - LSN 15		$ 1,100,000	$ -	$ 1,100,000								$ -	$ 1,100,000	$ -	$ -	$ -							Based upon prev. purchase with inflation escalator - Replacement as per Apparatus Replacement Plan of 2013 Pumper which will then act as spare/reserve vehicle.
FD	Pumper - LSN 16		$ 1,300,000	$ -	$ 1,300,000												$ 1,300,000							'Based upon prev. purchase with inflation escalator - Replacement as per Apparatus Replacement Plan of 2017 Pumper which will then act as spare/reserve vehicle.
FD	Rescue 1 - LSN78		$ 1,000,000	$ -	$ 1,000,000								$ -	$ -	$ -	$ 1,000,000	$ -							'Based upon prev. purchase with inflation escalator - Replacement as per Apparatus Replacement Plan of 2016 Heavy Rescue vehicle which will then act as spare/reserve vehicle.
FD	LSN 17		$ 1,400,000		$ 1,400,000													$ 1,400,000						'Based upon prev. purchase with inflation escalator - Replacement as per Apparatus Replacement Plan of 2017 Pumper which will then act as spare/reserve vehicle.
FD	LSN 53		$ 2,200,000		$ 2,200,000															$ 2,200,000				'Based upon prev. purchase with inflation escalator - Replacement as per Apparatus Replacement Plan of 2020 Tower Ladder which will then act as spare/reserve vehicle.
FD	LSN 18		$ 1,600,000		$ 1,600,000																	$ 1,600,000		'Based upon prev. purchase with inflation escalator - Replacement as per Apparatus Replacement Plan of 2022 Pumper which will then act as spare/reserve vehicle.
P&R	Jennings Master Plan Upgrade		$ 3,900,000	$ -	$ 3,900,000								$ -	$ -	$ 3,900,000	$ -	$ -							Initial Vendor Estimate
P&R	Dougiello Master Plan Upgrade		$ 3,200,000	$ -	$ 3,200,000								$ -	$ -	$ -	$ 3,200,000	$ -							Initial Vendor Estimate
P&R	South Benson Marina Dock Replacement - phase 3		$ 2,600,000		$ 2,600,000										$ 650,000	$ 650,000	$ 650,000	$ 650,000						Internal Estimate
Town	Remediation Fill Pile Berm ($8.76M)		$ 8,760,000		$ 8,760,000									$ 4,380,000	$ 4,380,000									Penfield - changed from $8.7M to $8.76M to reflect the amount presented at the 1/9/24 BOF meeting.
T hall	Renovation/Addition Construction		$ 7,000,000		$ 7,000,000													$ 3,500,000	$ 3,500,000					place holder for an idea for a future project - Independence Hall addition of about 10,000 sq ft so to move OLD Town Hall departments into one building
O T Hall	Design/Upgrade/Renovation/Repair		$ 4,000,000		$ 4,000,000															$ 2,000,000	$ 2,000,000			place holder for an idea for a future project - to renovate OTH into meeting rooms
Town	Turner Property Renovation		$ 10,000,000		$ 10,000,000																$ 5,000,000	$ 5,000,000		place holder for an idea for a future project - renovate Armory near Gould Manor for Parks and Recreation use
	Total > $1mm		$ 204,428,765	$ (29,628,675)	$ 174,800,090		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$19,574,703	$ 34,295,817	$14,479,706	$ 9,191,025	$16,010,023	$19,501,387	$26,796,929	$17,693,000	$17,257,500		
	Total CNR and Capital > $1M		$ 213,612,527	$ (30,096,925)	$ 183,515,602		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$25,329,715	$ 35,395,317	$15,865,706	$ 9,666,025	$16,010,023	$19,501,387	$26,796,929	$17,693,000	$17,257,500		
	Total Town - including previously authorized		**$ 282,079,431**	**$ (47,076,439)**	**$ 235,002,992**		**$ 24,092,628**	**$ 27,394,762**	**$ 17,575,628**	**$ 2,670,000**	**$ 6,517,000**	**$ 3,910,000**	**$12,264,088**	**$35,966,274**	**$ 38,680,777**	**$16,615,706**	**$ 9,666,025**	**$16,010,023**	**$19,501,387**	**$26,796,929**	**$17,693,000**	**$17,257,500**		
BOE																								
Authorized:																								
FWHS	FWHS LMC HVAC ROOFTOP 20YR	018B1	$ 250,000		$ 250,000	2/27/2017	$ 195,853	$ 54,147	$ 195,853														**CLOSED**	Completed/Closed
TMS	TOMLINSON MID ROOF REPLACE 20YR	018B2	$ 875,000		$ 875,000	2/27/2017	$ 678,680	$ 196,320	$ 678,680														**CLOSED**	Completed/Closed
	SYSTEMWIDE SECURITY INFRASTRUC 5YR	018B3	$ 335,000		$ 335,000	2/27/2017	$ 282,084	$ 52,916	$ 282,084														**INACTIVE**	Complete
	WHS ARTIFICIAL TURF REPLACE 10YR	018B4	$ 750,000		$ 750,000	2/27/2017	$ 743,390	$ 6,610	$ 743,390														**CLOSED**	Completed/Closed
	FWHS BLAKE TENNIS COURT REPLACE 10Y	018B5	$ 325,000		$ 325,000	2/27/2017	$ 325,000	$ -	$ 325,000														**CLOSED**	Completed/Closed
	IT SWITCH REPLACE-PHASE 2-10YR	020B1	$ 581,755	$ -	$ 581,755	2/25/2019	$ 581,726	$ 29	$ 581,726														**CLOSED**	Completed/Closed
	IT SERVER NETWORK HVAC CONTROL-15YR	020B2	$ 275,000	$ -	$ 275,000	2/25/2019	$ 251,061	$ 23,939	$ 251,061														**CLOSED**	Completed/Closed
	SECURITY & SAFETY INFR-PHASE 5-20YR	020B3	$ 350,000	$ -	$ 350,000	2/25/2019	$ 304,921	$ 45,079	$ 304,921														**ACTIVE**	Complete
Dwight	DWIGHTHVAC BMS CONTROL UPGRADE-15YR	020B4	$ 200,000	$ -	$ 200,000	2/25/2019	$ 193,540	$ 6,460	$ 193,540														**INACTIVE**	Completed/ can be closed
	FLHS TENNIS COURTS REPLACE-20YR	020B5	$ 550,000	$ -	$ 550,000	2/25/2019	$ 545,061	$ 4,939	$ 545,061														**INACTIVE**	Completed/ can be closed
FWHS	FWHS FITTS HVAC RTU REPLACE-20YR	020B6	$ 300,000	$ -	$ 300,000	2/25/2019	$ 261,360	$ 38,640	$ 261,360														**CLOSED**	Completed/Closed

Town of Fairfield Capital Plan

										Cash Flow Timing (Bond or BAN)														
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
TMS	TOMLINSON MS FLOORING REPLACE-15YR	020B7	$ 440,000	$ -	$ 440,000	2/25/2019	$ 440,000	$ -	$ 440,000														CLOSED	Completed/Closed
FWMS	FWMS ELEVATOR REPLCMT PROJECT 20 YR	021B1	$ 175,000		$ 175,000	2/24/2020	$ 175,000	$ -	$ 175,000														ACTIVE	Complete
RLMS	RLMS COOLING TOWER REPLC PROJ 10YR	021B2	$ 400,000		$ 400,000	2/24/2020	$ 400,000	$ -	$ 400,000														CLOSED	Completed/Closed
FLHS	FLHS EMERGENCY GENERATOR REPL 20YR	021B3	$ 200,000		$ 200,000	2/24/2020	$ 200,000	$ -	$ 200,000														ACTIVE	Complete
	RETRO REBALANCE SCHOOL MECH-20 YEAR	022B1	$ 625,000	$ (25,000)	$ 600,000	3/22/2021	$ 600,000	$ -			$ 600,000												ACTIVE	In report review with engineering.
Burr	BOILER BURNER REPLACE-BURR-20YEAR	023B1	$ 996,370		$ 996,370	3/1/2022	$ 953,000	$ 43,370			$ 953,000												ACTIVE	In progress
FLHS	ELEVATOR MODERNIZATION-FLHS-20YEAR	023B2	$ 265,329		$ 265,329	3/1/2022	$ 265,000	$ 329			$ 265,000												ACTIVE	Complete
Nstratfield	N STRATFIELD VESTIBULE- 20 YEAR	024B1	$ 652,500	$ (153,284)	$ 499,216	2/27/2023	$ 500,000	$ (784)			$ 500,000												ACTIVE	In progress
Osborn	OSBORN HILL VESTIBULE-20 YEAR	024B2	$ 597,500	$ (140,364)	$ 457,136	2/27/2023	$ 450,000	$ 7,136			$ 450,000												ACTIVE	In progress
FWMS	FFLD WOODS MIDDLE VESTIBULE-20 YR	024B3	$ 769,500	$ (180,769)	$ 588,731	2/27/2023	$ 580,000	$ 8,731			$ 580,000												ACTIVE	In progress
FWHS	FF WARDE HS BOILER REPLACE-20 YEAR	024B4	$ 343,862		$ 343,862	2/27/2023	$ 340,000	$ 3,862			$ 340,000												ACTIVE	In progress
FWHS	F WARDE HS-KNAPPS TENNIS & BASKET-2	024B5	$ 418,362		$ 418,362	2/27/2023	$ 400,000	$ 18,362			$ 400,000												ACTIVE	BOS approved design contract
HH	Holland Hill Expansion	25057016	$ 18,540,500	$ (3,415,943)	$ 15,124,557	8/29/2016/ 06/27/2017	$ 14,851,883	$ 272,674	$ 14,851,883														ACTIVE	Completed waiting on state Audit
Sherman	Sherman School Expansion	25353300	$ 3,200,000	$ (480,000)	$ 2,720,000	4/23/2018	$ 2,441,083	$ 278,917	$ 2,441,083														ACTIVE	Completed waiting on state Audit
Osborn	Osborne Hill Roof Replacement	OROOF	$ 1,409,046	$ (243,520)	$ 1,165,526	2/24/2020	$ 759,100	$ 406,426	$ 759,100														ACTIVE	Completed waiting on state Audit
FWHS	Fairfield Warde Air Conditioner	WHSAC	$ 1,500,000		$ 1,500,000	2/24/2020	$ 1,100,000	$ 400,000	$ 1,100,000														ACTIVE	Almost complete.
RLMSSherMc	Roof Projects-RLMS & Sherman/McKinley	ROOFS	$ 2,991,607	$ (557,212)	$ 2,434,395	10/25/2021	$ 2,391,607	$ 42,788	$ 2,391,607														ACTIVE	RLMS Final submission was made to the state and is waiting for review. Mckinley on hold
Districtwide	Air Conditioning at Schools-Phase 1	FY226	$ 39,104,000	$ (8,562,408)	$ 30,541,592	5/23/2022/ 12/18/2023/	$ 11,153,717	$ 19,387,875	$ 1,153,717		$ 10,000,000		**$10,000,000**	$ 9,387,875									ACTIVE	In Progress
Riverfield	Roof Replacement- Sherman and Riverfield - River only	RIVER	$ 1,565,110	$ (406,929)	$ 1,158,181	10/24/2022	$ -	$ 1,158,181	$ -			**$ 850,000**											ACTIVE	Completed waiting on state Audit; Other financing sources of 26% assumed for reimbursement from the state.
Sherman	Roof Replacement- Sherman and Riverfield Sherman only	SHERM	$ 1,916,647	$ (498,328)	$ 1,418,319	10/24/2022/1 1/29/23	$ -	$ 1,418,319	$ -			**$ 1,200,000**											ACTIVE	Completed waiting on state Audit; Other financing sources of 26% assumed for reimbursement from the state.
Burr	Roof Replacement	25857005	$ 1,542,150	**$ (400,959)**	$ 1,141,191	3/22/2021	$ 1,542,150	$ (400,959)	$ 1,542,150				**$ -**										ACTIVE	Completed waiting on state Audit
Ludlow	Ludlow HS School Bathroom Renovation	25857007	$ 3,172,000		$ 3,172,000	03/22/2021/ 11/29/2023	$ 2,111,000	$ 1,061,000	$ 2,111,000				**$ -**	$ 1,061,000									ACTIVE	Bids reviewed and awarded. Work to begin 6/15/2024
Dist.	AC Project Preconstruction Phases II-V	FPSAC	$ 973,090	$ -	$ 973,090	11/29/2023	$ -	$ 973,090					**$ 900,000**	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	With HVAC/IAQ BC. Design firm has been engaged.
Holland Hill	Partial Roof Replacement	266HOLLH	$ 1,863,680	$ (458,091)	$ 1,405,589	10/23/2023	$ -	$ 1,405,589				**$ 900,000**		$ 1,405,589	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	Work has been bid and awarded. Actual work to start in June.
North Stratfield	Roof Replacement Project	266NSTRT	$ 4,422,800	$ (1,087,120)	$ 3,335,680	10/23/2023	$ -	$ 3,335,680				**$ 1,500,000**		$ 3,335,680	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	Work has been bid and awarded. Actual work to start in June.
Roger Sherman	Boiler/Burner Replacement	228SHBLR	$ 1,048,706	$ -	$ 1,048,706	11/29/2023	$ -	$ 1,048,706				**$ 500,000**		$ 1,048,706	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	BOS approved design contract
	Total Authorized & Unissued		**$ 93,924,514**	**$ (16,609,927)**	**$ 77,314,587**		**$ 46,016,217**	**$ 31,298,370**	**$ 31,928,217**	**$ -**	**$ 14,088,000**	**$ 4,950,000**	**$10,900,000**	**$16,238,850**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Non-recurring Capital < $1mm																								
Districtwide	Aboveground Storage Tank (AST) Replacements (Design)		$ 329,956	$ -	$ 329,956								**$ -**	$ -	$ -	$ -	$ 20,000	$ 309,956	$ -	$ -	$ -	$ -		
Burr	Entrance Vestibule Project		$ 672,998	$ (165,422)	$ 507,576								**$ -**	$ -	$ -	$ -	$ -	$ 39,325	$ 468,251	$ -	$ -	$ -		
Burr	Elevator		$ 687,115	$ -	$ 687,115								**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ 687,115	$ -	$ -		
McKinley	Entrance Vestibule Project		$ 543,228	$ (133,525)	$ 409,703								**$ -**	$ -	$ 35,425	$ 374,278	$ -	$ -	$ -	$ -	$ -	$ -		
North Stratfield	Entrance Vestibule Project													$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		we have been advised that the additional funds requested for the 3 vestibile projects that were in the BOE "2024/2025 Capital and Non-recurring Projects" book and on the BOE Cash flow as of October 2023, will no longer be needed. So we have zeroed out the amounts for the 3 NRC projects that total $453,550.
Osborn Hill	Entrance Vestibule Project													$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		we have been advised that the additional funds requested for the 3 vestibile projects that were in the BOE "2024/2025 Capital and Non-recurring Projects" book and on the BOE Cash flow as of October 2023, will no longer be needed. So we have zeroed out the amounts for the 3 NRC projects that total $453,550.
Roger Sherman	Entrance Vestibule Project		$ 543,228	$ (133,525)	$ 409,703								**$ -**	$ -	$ 35,425	$ 374,278	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Front façade and Cornice Wall Painting		$ 648,050	$ -	$ 648,050								**$ -**	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,178	$ 612,872	$ -		
Stratfield	HVAC BMS Controls Upgrade		$ 383,365	$ -	$ 383,365								**$ -**	$ -	$ 25,000	$ 358,365	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Elevator Replacement (1)		$ 575,048	$ -	$ 575,048								**$ -**	$ -	$ 37,500	$ 537,548	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Entrance Vestibule Project		$ 656,310	$ (161,320)	$ 494,990								**$ -**	$ -	$ -	$ -	$ -	$ 38,350	$ 456,640	$ -	$ -	$ -		
ECC	Location 1		$ 443,857	$ -	$ 443,857								**$ -**	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ 418,857	$ -	$ -		

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	Cash Flow Timing (Bond or BAN) FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
ECC	Location 2		$ 443,857	$ -	$ 443,857								$ -	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ 418,857	$ -	$ -		
FWMS	Entrance Vestibule Project													$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		we have been advised that the additional funds requested for the 3 vestibile projects that were in the BOE "2024/2025 Capital and Non-recurring Projects" book and on the BOE Cash flow as of October 2023, will no longer be needed. So we have zeroed out the amounts for the 3 NRC projects that total $453,550.
RLMS	Fire Alarm Replacement		$ 404,798	$ -	$ 404,798								$ -	$ 27,375	$ 377,423	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
TMS	Elevator Replacement (#2)		$ 749,347	$ -	$ 749,347								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 749,347	$ -	$ -		
FLHS	Partial Roof Replacement		$ 223,332	$ (54,895)	$ 168,437								$ -	$ 7,194	$ 161,243	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	Replace Boiler/Burner		$ 356,517	$ -	$ 356,517								$ -	$ 356,517	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	Partial Roof Replacement		$ 223,332	$ (54,895)	$ 168,437								$ -	$ 7,194	$ 161,243	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total - Non-recurring Capital < $1mm		**$ 7,884,338**	**$ (703,582)**	**$ 7,180,756**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 398,280**	**$ 833,259**	**$ 1,644,469**	**$ 20,000**	**$ 387,631**	**$ 974,891**	**$ 2,309,354**	**$ 612,872**	**$ -**		
Capital > $1mm																								
Tom.	A/C Phase Two (Tomlinson Middle School)		$ 2,512,440	$ (617,556)	$ 1,894,884								$ -	$ 947,442	$ 947,442	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FLHS	A/C Phase Three (Fairfield Ludlowe High School)		$ 24,436,356	$ (6,006,432)	$ 18,429,924								$ -	$ -	$ 6,143,308	$ 6,143,308	$ 6,143,308	$ -	$ -	$ -	$ -	$ -		
WFC	A/C Phase Four (Walter Fitzgerald)		$ 2,650,337	$ (651,450)	$ 1,998,887								$ -	$ -	$ -	$ -	$ 1,998,887	$ -	$ -	$ -	$ -	$ -		
FWHS	A/C Phase Five (Fairfield Warde High School)		$ 29,425,444	$ (7,232,745)	$ 22,192,699								$ -	$ -	$ -	$ -	$ 7,397,566	$ 7,397,566	$ 7,397,567	$ -	$ -	$ -		
Districtwide	PV System Replacements &/or Upgrades		$ 514,631	$ -	$ 514,631								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 514,631		
Districtwide	Tunnel Asbestos Abatement and Reinsulation Project (seed money)		$ 1,897,247	$ -	$ 1,897,247								$ -	$ -	$ -	$ -	$ 115,000	$ 1,782,247	$ -	$ -	$ -	$ -		
Dwight	Renovation Project or New		$ 60,719,193	$ (8,982,090)	$ 51,737,103								$ -	$ 1,935,493	$ -	$16,600,537	$16,600,537	$16,600,536	$ -	$ -	$ -	$ -		
Jennings	Additions and alterations (Scope To Be Determined)		$ 37,650,154	$ (9,254,370)	$ 28,395,784								$ -	$ -	$ -	$ -	$ -	$ 2,200,000	$13,097,892	$13,097,892	$ -	$ -		
McKinley	Roof Project		$ 1,755,819	$ (431,579)	$ 1,324,240								$ -	$ 1,324,240	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
McKinley	Boiler/Burner Replacement		$ 1,477,441	$ -	$ 1,477,441								$ -	$ -	$ -	$ -	$ 89,554	$ 1,387,887	$ -	$ -	$ -	$ -		
Osborn Hill	Additions and Renovations enclose walkway between bldg and annex		$ 6,580,214	$ (1,617,410)	$ 4,962,804								$ -	$ -	$ -	$ -	$ 398,854	$ 4,563,950	$ -	$ -	$ -	$ -		
Riverfield	Partial Roof Replacement		$ -	$ -	$ -								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Roger Sherman	Partial Roof Replacement		$ -	$ -	$ -								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Roof Replacement Project		$ 1,317,666	$ (323,881)	$ 993,785								$ -	$ 42,447	$ 951,338	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWMS	Window & Siding Replacement		$ 1,464,726	$ -	$ 1,464,726								$ -	$ -	$ -	$ -	$ -	$ -	$ 82,500	$ 1,382,226	$ -	$ -		
FWMS	Renovate Student Bathrooms		$ 1,510,412	$ -	$ 1,510,412								$ -	$ -	$ -	$ 1,510,412	$ -	$ -	$ -	$ -	$ -	$ -		
FWMS	Boiler/Burner Replacement		$ 1,163,440	$ -	$ 1,163,440								$ -	$ 78,679	$ 1,084,761	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Tomlinson	Partial Roof Replacement		$ 1,331,081	$ (327,178)	$ 1,003,903								$ -	$ -	$ -	$ -	$ 38,282	$ 965,621	$ -	$ -	$ -	$ -		
Tomlinson	Boiler/Burner Replacement		$ 1,467,172	$ -	$ 1,467,172								$ -	$ -	$ -	$ -	$ -	$ 85,731	$ 1,381,441	$ -	$ -	$ -		
FLHS	Artificial Turf Replacement		$ 1,649,779	$ -	$ 1,649,779								$ -	$ -	$ -	$ -	$ 100,000	$ 1,549,779	$ -	$ -	$ -	$ -		
FWHS	Renovate Bathrooms		$ 2,301,585	$ -	$ 2,301,585								$ -	$ -	$ -	$ 144,703	$ 2,156,882	$ -	$ -	$ -	$ -	$ -		
FWHS	New Window Project		$ 6,248,272	$ (1,535,819)	$ 4,712,453								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,712,453		
FWHS	Artificial Turf Replacement		$ 1,649,779	$ -	$ 1,649,779								$ -	$ -	$ -	$ -	$ 100,000	$ 1,549,779	$ -	$ -	$ -	$ -		
	Total > $1mm		**$ 189,723,188**	**$ (36,980,510)**	**$ 152,742,678**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,328,301**	**$ 9,126,849**	**$24,398,960**	**$35,138,870**	**$38,083,096**	**$21,959,400**	**$14,480,118**	**$ -**	**$ 5,227,084**		
	Total CNR and Capital > $1M		$ 197,607,526	$ (37,684,092)	$ 159,923,434		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,726,581	$ 9,960,108	$26,043,429	$35,158,870	$38,470,727	$22,934,291	$16,789,472	$ 612,872	$ 5,227,084		
	Total BOE - including previously authorized		**$ 291,532,040**	**$ (54,294,019)**	**$ 237,238,021**		**$ 46,016,217**	**$ 31,298,370**	**$ 31,928,217**	**$ -**	**$ 14,088,000**	**$ 4,950,000**	**$10,900,000**	**$20,965,431**	**$ 9,960,108**	**$26,043,429**	**$35,158,870**	**$38,470,727**	**$22,934,291**	**$16,789,472**	**$ 612,872**	**$ 5,227,084**		
WPCA. - Funded by Town																								
Non-recurring Capital < $1mm																								
	Total < $1mm													$ -	$ -									
Capital > $1mm																								
	Inflow and Infiltration (I/I) Improvements Program - Phase V		$ -		$ -		$ -	$ -																
	Plant equipment improvements - Phase 3		$ 7,703,333		$ 7,703,333													$ 3,851,667	$ 3,851,667					Prepared by Woodard & Curran - High Priority will be addressed in FY25 and 26, medium and Low in the following years. See attached draft report summary. FY25-29 will be funded by WPCA. FY30 and afterwards will be funded by town. Total project cost was **reduced by $680,000** due to a review of the equipment listed in the report and determined as already repaired/replaced. So those costs were removed.
	Center Street Pump Station		$ -		$ -																			
	Center Street Pump Station Force Main		$ -		$ -																			
	Pine Creek Pump Station		$ -		$ -																			

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	Cash Flow Timing (Bond or BAN) FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
	Pine Creek Pump Station Force Main		$ -		$ -																			
	Mill Hill Pump Station		$ -		$ -																			
	Mill Hill Pump Station Force Main		$ -		$ -																			
	Toll House Pump Station		$ -		$ -																			Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Toll House Pump Station Force Main		$ -		$ -																			Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Willow Street Pump Station		$ 2,115,433		$ 2,115,433													$ 2,115,433						
	Willow Street Pump Station Force Main		$ 1,250,616		$ 1,250,616													$ 1,250,616						
	Eastfield Drive Pump Station		$ 1,436,518		$ 1,436,518														$ 1,436,518					Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Eastfield Drive Pump Station Force Main		$ 1,115,414		$ 1,115,414														$ 1,115,414					Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Kings Highway Trunk Design		$ -		$ -																			
	Kings Highway Trunk Construction		$ 5,000,000		$ 5,000,000													$ 5,000,000						
	Ruane and Thorpe Pipe Replacement		$ -		$ -																			
	Total > $1mm		$ 18,621,314	$ -	$ 18,621,314		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$12,217,716	$ 6,403,599	$ -	$ -	$ -		
	Total WPCA		**$ 18,621,314**	**$ -**	**$ 18,621,314**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$12,217,716**	**$ 6,403,599**	**$ -**	**$ -**	**$ -**		
	Total Town, BOE & WPCA - Town Funded		**$ 592,232,785**	**$ (101,370,458)**	**$ 490,862,327**		**$ 70,108,845**	**$ 58,693,132**	**$ 49,503,845**	**$ 2,670,000**	**$ 20,605,000**	**$ 8,860,000**	**$23,164,088**	**$56,931,705**	**$ 48,640,885**	**$42,659,135**	**$44,824,895**	**$66,698,466**	**$48,839,277**	**$43,586,401**	**$18,305,872**	**$22,484,584**		
														$ (4,618,176)	**Difference between Net to be bonded and amounts bonded/to be bonded**									
WPCA - Funded by WPCA																								
Authorized:																								
WPCA/ENG	East Trunk Wetlands Crossing - Phase 1	80077	$ 6,250,000	$ (750,000)	$ 5,500,000	3/27/2023	$ 2,000,000	$ 3,500,000		$ 2,000,000	$ 2,000,000		**$ 2,000,000**	$ 750,000	$ 750,000									Design 100 % complete, extra funding for construction based on consultant estimate approved- update this project approval cost 6.2 Million includes 750 K grant. Bids came in too high. Next Step: combine with East trunk sewer..
WPCA/ENG	East Trunk Replacement Project	26457150	$ 11,000,000	$ (3,000,000)	$ 8,000,000	5/22/2023	$ 3,000,000	$ 5,000,000		$ 2,000,000	$ 3,000,000		**$ 2,000,000**	$ 1,000,000	$ 1,000,000	$ 1,000,000								Combined with Phase 1. Under DECD Review.
WPCA/ENG	Turney Creek/Riverside Dr Tide Gates - Sewer Siphon	26357050	$ 400,000	$ (400,000)	$ -	5/22/2023	$ -	$ -																WPCA approved "up to amount" 940K but has final say. Only save 100K if using only 2 siphons, makes sense to approve the 3, which is in base bid.
WPCA/ENG	Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		$ 4,500,000		$ 4,500,000	4/29/2024		$ 4,500,000					**$ 500,000**	$ 2,500,000	**$ 1,500,000**									Prepared by wright-Pierce - FY 25 and 26 address Priority I and II - see attached report summary for Phase V; I&I Phase V design will be completed by Dec 2024, with construction bids Feb/March 2025; therefore we don't anticipate spending more than $500K in FY25
WPCA/ENG	Plant equipment improvements - Phase 1 FY25 3 YR authorization		$ 18,670,000		$ 18,670,000	4/29/2024		$ 18,670,000					**$ 6,225,912**	$ 6,220,754	**$ 6,223,333**									Prepared by Woodard & Curran - High Priority will be addressed in FY25 and 26, medium and Low in the following years. See attached draft report summary. FY25-29 will be funded by WPCA. FY30 and afterwards will be funded by town. Total project cost was **reduced by $685,000** due to a review of the equipment listed in the report and determined as already repaired/replaced. So those costs were removed. Bonded amount was changed to $6,255,912 to round bond amount as per bond counsel.
WPCA/ENG	Fairfield Beach Pump Station		$ 5,681,988		$ 5,681,988	4/29/2024		$ 5,681,988						$ 5,681,988										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so $0 for FY25.

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	Cash Flow Timing (Bond or BAN) FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
WPCA/ENG	Fairfield Beach Pump Station Force Main		$ 2,760,480		$ 2,760,480	4/29/2024		$ 2,760,480						$ 2,760,480										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so $0 for FY25.
	Total Authorized		**$ 49,262,468**	**$ (4,150,000)**	**$ 45,112,468**		**$ 5,000,000**	**$ 40,112,468**	**$ -**	**$ 4,000,000**	**$ 5,000,000**	**$ -**	**$10,725,912**	**$18,913,222**	**$ 9,473,333**	**$ 1,000,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Non-recurring Capital < $1mm																								
	TBD																							
	TBD																							
	TBD																							
	TBD																							
	Total < $1mm		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Capital > $1mm																								
	Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		$ 3,000,000		$ 3,000,000											$ 1,500,000	$ 1,500,000							
	Plant equipment improvements - Phase 2		$ 7,811,667		$ 7,811,667											$ 3,960,000	$ 3,851,667							
	Center Street Pump Station		$ 4,221,234		$ 4,221,234									$ 4,221,234										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Center Street Pump Station Force Main		$ 3,233,488		$ 3,233,488									$ 3,233,488										Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Pine Creek Pump Station		$ 3,979,692		$ 3,979,692										$ 3,979,692									Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Pine Creek Pump Station Force Main		$ 1,023,678		$ 1,023,678										$ 1,023,678									Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Mill Hill Pump Station		$ 6,859,918		$ 6,859,918											$ 6,859,918								Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Mill Hill Pump Station Force Main		$ 8,417,198		$ 8,417,198											$ 8,417,198								Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Toll House Pump Station		$ 2,501,231		$ 2,501,231												$ 2,501,231							Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Toll House Pump Station Force Main		$ 2,366,030		$ 2,366,030												$ 2,366,030							Prepared by Tighe & Bond - planning/conceptual level design- 25% contingency added.
	Willow Street Pump Station		$ -		$ -																			funded by town
	Willow Street Pump Station Force Main		$ -		$ -																			funded by town
	Eastfield Drive Pump Station		$ -		$ -																			funded by town
	Eastfield Drive Pump Station Force Main		$ -		$ -																			funded by town
	Kings Highway Trunk Design		$ 2,000,000		$ 2,000,000												$ 2,000,000							
	Kings Highway Trunk Construction		$ 5,000,000		$ 5,000,000												$ 5,000,000							I think this should be move this to FY30since the design is placed in FY29. If we move FY30 it will be moved up to funded by town section.
	Ruane and Thorpe Pipe Replacement		$ 2,000,000		$ 2,000,000										$ 2,000,000									
					$ -																			
	Total > $1mm		**$ 52,414,136**	**$ -**	**$ 52,414,136**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,454,722**	**$ 7,003,370**	**$20,737,116**	**$17,218,928**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	Total WPCA - WPCA Funded		**$ 101,676,604**	**$ (4,150,000)**	**$ 97,526,604**		**$ 5,000,000**	**$ 40,112,468**	**$ -**	**$ 4,000,000**	**$ 5,000,000**	**$ -**	**$10,725,912**	**$26,367,944**	**$ 16,476,703**	**$21,737,116**	**$17,218,928**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	TOTAL BONDED DEBT		**$ 693,909,389**	**$ (105,520,458)**	**$ 588,388,931**		**$ 75,108,845**	**$ 98,805,600**	**$ 49,503,845**	**$ 6,670,000**	**$ 25,605,000**	**$ 8,860,000**	**$33,890,000**	**$83,299,649**	**$ 65,117,588**	**$64,396,251**	**$62,043,823**	**$66,698,466**	**$48,839,277**	**$43,586,401**	**$18,305,872**	**$22,484,584**		
														$ (4,618,176)	Differences in authorized debt in Town and BOE									
	Total to Be Bonded - FY 25-34				**$ 508,661,910**																			
	WPCA Total																							
	East Trunk Wetlands Crossing - Phase 1		$ 6,250,000	$ (750,000)	$ 5,500,000		$ 2,000,000	$ 3,500,000		$ 2,000,000	$ 2,000,000		$ 2,000,000	$ 750,000	$ 750,000									
	East Trunk Replacement Project		$ 11,000,000	$ (3,000,000)	$ 8,000,000		$ 3,000,000	$ 5,000,000		$ 2,000,000	$ 3,000,000		$ 2,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000								
	Turney Creek/Riverside Dr Tide Gates - Sewer Siphon		$ 400,000	$ (400,000)	$ -		$ -	$ -																
	Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		$ 4,500,000		$ 4,500,000			$ 4,500,000					$ 500,000	$ 2,500,000	$ 1,500,000									
	Plant equipment improvements - Phase 1 FY25 3 YR authorization		$ 18,670,000		$ 18,670,000			$ 18,670,000					$ 6,225,912	$ 6,220,754	$ 6,223,333									

Town of Fairfield Capital Plan

								Cash Flow Timing (Bond or BAN)														
Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Status of Project/Explain basis of cost estimate (i.e., based on conceptual design as of [date] with inflation escalator of x% per annum; final bid price; internal estimate, etc.) and funding source(Grant - Awarded, Grant - Estimated, Surplus - Cap Projects, Surplus - Debt Service)
Fairfield Beach Pump Station		$ 5,681,988		$ 5,681,988			$ 5,681,988						$ 5,681,988									
Fairfield Beach Pump Station Force Main		$ 2,760,480		$ 2,760,480			$ 2,760,480						$ 2,760,480									
Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		$ 3,000,000		$ 3,000,000											$ 1,500,000	$ 1,500,000						
Plant equipment improvements - Phase 2		$ 7,811,667		$ 7,811,667											$ 3,960,000	$ 3,851,667						
Plant equipment improvements - Phase 3		$ 7,703,333		$ 7,703,333													$ 3,851,667	$ 3,851,667				
Center Street Pump Station		$ 4,221,234	$ -	$ 4,221,234		$ -	$ -	$ -	$ -	$ -		$ -	$ 4,221,234	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Center Street Pump Station Force Main		$ 3,233,488	$ -	$ 3,233,488		$ -	$ -	$ -	$ -	$ -		$ -	$ 3,233,488	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pine Creek Pump Station		$ 3,979,692	$ -	$ 3,979,692		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ 3,979,692	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Pine Creek Pump Station Force Main		$ 1,023,678	$ -	$ 1,023,678		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ 1,023,678	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Mill Hill Pump Station		$ 6,859,918	$ -	$ 6,859,918		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 6,859,918	$ -	$ -	$ -	$ -	$ -	$ -	
Mill Hill Pump Station Force Main		$ 8,417,198	$ -	$ 8,417,198		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ 8,417,198	$ -	$ -	$ -	$ -	$ -	$ -	
Toll House Pump Station		$ 2,501,231	$ -	$ 2,501,231		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ 2,501,231	$ -	$ -	$ -	$ -	$ -	
Toll House Pump Station Force Main		$ 2,366,030	$ -	$ 2,366,030		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ 2,366,030	$ -	$ -	$ -	$ -	$ -	
Willow Street Pump Station		$ 2,115,433	$ -	$ 2,115,433		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ 2,115,433	$ -	$ -	$ -	$ -	
Willow Street Pump Station Force Main		$ 1,250,616	$ -	$ 1,250,616		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ 1,250,616	$ -	$ -	$ -	$ -	
Eastfield Drive Pump Station		$ 1,436,518	$ -	$ 1,436,518		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ 1,436,518	$ -	$ -	$ -	
Eastfield Drive Pump Station Force Main		$ 1,115,414	$ -	$ 1,115,414		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ 1,115,414	$ -	$ -	$ -	
Kings Highway Trunk Design		$ 2,000,000	$ -	$ 2,000,000		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	
Kings Highway Trunk Construction		$ 10,000,000	$ -	$ 10,000,000		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ 5,000,000	$ 5,000,000	$ -	$ -	$ -	$ -	
Ruane and Thorpe Pipe Replacement		$ 2,000,000	$ -	$ 2,000,000		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ 2,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		$ 120,297,918	**$ (4,150,000)**	**$ 116,147,918**		**$ 5,000,000**	**$ 40,112,468**	**$ -**	**$ 4,000,000**	**$ 5,000,000**		**$10,725,912**	**$26,367,944**	**$ 16,476,703**	**$21,737,116**	**$17,218,928**	**$12,217,716**	**$ 6,403,599**	**$ -**	**$ -**	**$ -**	

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
Town																								
Authorized Projects:																								
DPW	BURR MANSION KITCHEN UPGRADE 20YR	018T2	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**INACTIVE**	
DPW	TRANSFER STATION RENOVATION - 20YR	021T1	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
DPW	SENIOR CENTER DESIGN - 20 YR	021T3	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
DPW	INDEPENDENCE HALL BOILER - 20YR	021T7	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
DPW	TRANSFER STA TRASH COMPACTORS 20YR	021T8	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
DPW	INDY HALL OFFICE RENOVATION-20 YEAR	022T1	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ 200,000	$ -	$ -	$ (200,000)	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	moved remaining authorized to FY25 since project is in process. $400K spent
DPW	TOWNWIDE FACILITY AUDIT-20 YEAR	022T2	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
DPW	Town-wide Facility Upgrades - Phase 1	FY221	$ -	$ -	$ -	5/23/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ 974,889	$ (974,889)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	remaining authorized was shifted to FY25 because project is in process
DPW	Transfer Station Repairs	FY224	$ -	$ -	$ -	5/23/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
DPW	Capital Equipment- Phase 2	26557010	$ -	$ -	$ -	6/26/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ (622,000)	$ 622,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	not bonding entire amount authorized in FY25. Split into 2 years based on equipment ordered
DPW	Barnacle Work Boat - Marina	025T2	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ -	$ (350,000)	$ 350,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		wont be ready in FY25 so moved authorized amount to FY26
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 1		$ -	$ -	$ -	4/29/2024	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	HULLS FARM RD BRIDGE DESIGN 20YR	018T1	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	ROOSTER RIVER BANK STABILIZE 20Y	018T3	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	H SMITH RICH PUMP STATION 20YR	018T4	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
ENG	S BENSON MARINA DREDGING 10YR	018T5	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y	020T1	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	GRASMERE AVE PED IMPROVEMENT-20YR	020T2	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	CONGRESS BRIDGE REPAIR-20YR	020T3	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	BROOKSIDE DR BRIDGE DESIGN-20YR	020T4	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ (188,159)	$ 188,159	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	shifted to FY26 as not ready to be spent in FY25
ENG	STRATFIELD PED STREETSCAPE-20 YR	020T6	$ -	$ -	$ -	2/25/2019/ 4/29/24	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	KINGS HIGHWAY PHASE III DESIGN 20YR	021T2	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	BRONSON RD ARCH TO BOX CULVERT 20YR	021T4	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	STORM SYSTEM IMPROVEMENTS - 20YR	021T5	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	ROOSTER RIVER DET AREA STUDY 20YR	021T6	$ -	$ -	$ -	2/24/2020	$ 10,000	$ (10,000)	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	Revised the amount previously bonded ; no effect on future bonding
ENG	TOWNWIDE GUIDE RAIL/FENCING-20 YEAR	022T5	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	FLOOD CONTROL STUDY-20 YEAR	022T4	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	BLACK ROCK TNPK DESIGN-20 YEAR	022T6	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	ROAD SAFETY IMPROVEMENT-20 YEAR	022T7	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
ENG	CONGRESS ST BRIDGE DESIGN-20 YEAR	022T8	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ (100,000)	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	only bonding $50K in FY25, moved the rest to FY26, per discussions with engineering
ENG	REEF RD CULVERT REPAIR-20 YEAR	022T9	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ (100,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	shifted remaining authorization from FY26 to FY25 per discussions with engineering
ENG	UNDERWATER BRIDGE INSPECTION-10YR	023T1	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	

Town of Fairfield Capital Plan

									Cash Flow Timing (Bond or BAN)															
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
ENG/Cons	PINE CREEK-MCCLEARY TIDEGATE-20YEAR	023T3	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	RIVERSIDE CREEK TIDEGATE-20 YEAR	023T4	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	RESILIENCY-JENNINGS BEACH-20 YEAR	023T5	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	GUIDERAIL REPAIRS PHASE 2- 20 YEAR	024T1	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	STRATFIELD RD DESIGN (RSA)- 20 YEAR	024T2	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 325,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	DESIGN- POST RD & JUG HANDLE-20 YEA	024T3	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 175,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	ROUND HILL RD & REEF SIDEWALKS-20 Y	024T4	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ 111,298	$ (111,298)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering
ENG	LOWER WHARF/FISHING PIER-20 YEAR	024T5	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 160,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shifted remaining authorization from FY26 to FY25 per discussions with engineering. This will be a note in FY25
ENG	Kings Highway Pedestrian LOTCIP Grant - PEDESTRIAN IMPROVEMENTS - PHASE 3 (commerce)	22557049	$ -	$ -	$ -	5/22/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	Commerce Dr/ Kings Highway Imp	22557048	$ -	$ -	$ -	11/2013/ 10/27/2014/ 09/25/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	Commerce Drive Bridge Construction	22757036	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	Commerce Drive Sidewalk design and row	22757048	$ -	$ -	$ -	4/25/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	Valley Road Bridge	24257016	$ -	$ -	$ -	9/25/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG	Tide gate system (Railroad bridge)	FY223	$ -	$ -	$ -	5/23/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
ENG/CONS	Turney Creek/Riverside Dr Tide Gates	26357160	$ -	$ -	$ -	5/22/2023	$ -	$ -	$ -	$ -	$ -	$ 1,000,000	$ 1,000,000	$ -	$ -	$ (250,000)	$ (750,000)	$ -	$ -	$ -	$ -	$ -	ACTIVE	Changed FY25 amount from 1M to 2M and revised other FY accordingly to reconcile to total; 1M will be a Note
ENG	Oldfield Road Bridge Design	025T3	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ -	$ (570,000)	$ 570,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Shifted CNRFY25 authorization from FY25 to FY26 as it wont be ready to spend in FY25
ENG	Wakeman Lane/Old Rd. Bridge Construct.	025T4	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ 432,500	$ (432,600)	$ 432,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	KHW Greens Farm Road Bridge	025T5	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ 432,500	$ (432,600)	$ 432,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	Meadow Brook Road Sound Barrier	025T6	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ 350,000	$ (350,000)	$ 350,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	McKinley School-Knapps Highway Neighborhood Connectivity	025T7	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ (150,000)	$ 150,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Converted to a ban for FY25 and a possible bond in FY26; amt in ban changed to round total ban amount as per Bond Counsel.
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5-Phase 1		$ -	$ -	$ -	4/29/2024	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,100,000	$ (400,000)	$ (700,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		increased FY25 amount from $400k to $1.5M as per discussions eith engineering and revised other fiscal years to reconcile to total.
ENG	BETA Sidewalk Capital Improvement Plan - Phase 1		$ (240,000)	$ 240,000	$ -	4/29/2024	$ -	$ -	$ -	$ -	$ -	$ -	$ 80,000	$ -	$ (80,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		increased FY25 amount and lowered FY27 by same amount
FD	FIRE STATION REHABILIATION 20YR	021TA	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
FD	FIRE PUMPER LSN 11-20 YEAR	022TA	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
FD	SCBA-FIRE APPARATUS-10 YEAR	023T2	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
FD	PUMPER-LSN 14-20 YEAR	024T6	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	was advised that entire remaining authorized will be spent so I increased the FY25 amount
FD	Shop Truck Replacement	025T1	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ 130,000	$ (130,000)	$ 130,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Changed from Bond to Ban in FY25 and kept same amount in FY26 as a possible rollover to a bond
IT	IT-LAND USE & PERMTNG INSP SYS 10YR	021T9	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
PD	POLICE DEPT-HVAC- 20 YEAR	022T3	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
PD	Radio System (Infrastructure and Public Safety Users)	FY222	$ -	$ -	$ -	5/23/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	TOMLINSON ARTIFICIAL TURF 10YR	018T6	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	CLOSED	
P&R	GOLF COURSE RENO-HSR-20YR	020T5	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	HSR GOLF COURSE RENOVATION 10YR	021TB	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	POST-TENSION TENNIS COURT-TMLS 20YR	021TC	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	CLOSED	
P&R	LAKE MOHEGAN SPLASH PAD REPLACE-20	022TD	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
P&R	PINE CREEK PARK PLAYGROUND-20 YEAR	022TC	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ 84,901	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	Added remaining authorized to FY 25 bond as this project is complete and spent.
P&R	LAKE MOHEGAN-RESTORATION STORM-20YR	023T6	$ -	$ 375,000	$ 375,000	3/1/2022	$ -	$ 375,000	$ -	$ -	$ -	$ -	$ 375,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	Other financing sources of $375,000 was denied by FEMA. Should be spent in FY25
P&R	TENNIS CENTER LIGHT REPLACE-20YEAR	023T7	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	POST-TENSION TENNIS-DWIGHT-20 YEAR	023T8	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	JACKY DURRELL PAV UPGRADES-20 YEAR	023T9	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	HSR DRIVING RANGE UPGRADES-20 YEAR Phase 1	024T7	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 275,000	$ (275,000)	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	Changed from Bond to Ban in FY25 and kept same amount in FY26 as a possible rollover to a bond
P&R	POST-TENSION TENNIS CRT- FFLD WOODS	024T8	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	TUNXIS HILL PICKLEBALL COURTS-20 YR	024T9	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ 105,000	$ 270,000	$ 105,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	Project is complete so bonding/Ban entire authorized amount.
P&R	Roger Ludlowe Middle School Turf	FY225	$ -	$ -	$ -	5/23/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
P&R	HSR Driving Range - Phase 2	025T8	$ -	$ -	$ -	3/25/2024	$ -	$ -	$ -	$ -	$ -	$ 275,000	$ (275,000)	$ 275,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Changed from Bond to Ban in FY25 and kept same amount in FY26 as a possible rollover to a bond
	Total Authorized		**$ (240,000)**	**$ 615,000**	**$ 375,000**		**$ 10,000**	**$ 365,000**	**$ 10,000**	**$ -**	**$ -**	**$ 3,910,000**	**$ 450,729**	**$ 2,394,172**	**$ (780,000)**	**$ (450,000)**	**$ (750,000)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
									bond total						Difference between Net to be bonded and amounts bonded/to be bonded									
Non-recurring Capital < $1mm to be Bonded																								
DPW	Transfer station canopy		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Hulls Farm Road Bridge Construction		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Southport Median Grant Design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Sturges Bridge Design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Update to 2015 Master Plan for Flood Protection, Climate Resilience and Erosion Control		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Storm System Improvements for various Neighborhoods		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Morehouse Highway Bridge culverts design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	SOUTHPORT SIDEWALK CONNECTIVITY-20Y		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Downtown Resiliency - Phase 2 Design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Downtown Resiliency - Phase 3 Design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Downtown Resiliency - Phase 4 Design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Fire Station Rehabilitation Years 4 and 5		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Marine 217		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Car3		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PD	Police Department Rehabilitation - Years 2 and 3		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Dog Park (Location TBD)		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Lake Mohegan Concession/Water Park		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Lake Mohegan Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Beach Parking Kiosks		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Grasmere Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Rugby Park Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Knapps Park Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Hook and Ladder Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Veterans Park Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Veres Park Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Owen Fish Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Oldfield Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Ash Creek Playground Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total < $1mm		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
Capital > $1mm to be Bonded																								
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW	BETA Roadway Capital Improvement and ADA Compliance Plan - Phase 1		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ (1,776,953)	$ 127,815	$ 153,468	$ 1,495,670	$ -	$ -	$ -	$ -	$ -	$ -		moved the amounts over 1 fiscal year due to decision by all boards to not bond for paving
ENG	BETA Sidewalk Capital Improvement Plan - Phase 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Townwide Road Safety Improvements And NEW SIDEWALKS, COMPLETE STREETS		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW/CON	Tidegate and Flood Control Structural Repair and Replacements Plan- 5 Year Plan - Phase 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW	Capital Equipment - Phase 3		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW	Capital Equipment - Phase 4		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW	Capital Equipment - Phase 5		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW	Town-wide Facility Upgrades (Priority IIA)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
DPW	Town-wide Facility Upgrades (Based on Audit Recommendations)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Rooster River - Phase 1 and II		$ (5,574,000)	$ 2,845,463	$ (2,728,537)				$ -	$ -	$ -	$ -	$ -	$ (456,000)	$ (2,272,537)	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Removed amounts previously allocated to FY26 and 27 and added $2.5M to FY26 bond since ARPA funding was removed from Rooster River and reallocated. other financing sources includes $2.5M state grant plus Bridgeport arpa funds of $750K.
	Rooster River - Phase III and IV		$ 6,250,000	$ -	$ 6,250,000				$ -	$ -	$ -	$ -	$ -	$ -	$ 6,250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -		Added second bond amount here. total project cost is $12M
ENG	Kings Highway Pedestrian Improvements Phase III Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Brookside Drive Bridge Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Congress St. Bridge Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Stratfield Road Pedestrian Improvement (RSA) - Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Post Road & Jug Handle Pedestrian Improvement - Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Traffic Signal Improvements -for New Signal and repairs, upgrades and ADA Compliance - Years 2-5-Phase 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Oldfield Road Bridge Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Black Rock Turnpike		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Southport Median Grant Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Sturges Bridge Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Increase Resiliency - Jennings Beach		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
ENG	Downtown Resiliency		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Morehouse Highway Bridge Contruction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	Brooklawn Parkway Retaining Wall Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	S. Benson Stormwater Pump Station - Design		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	S. Benson Stormwater Pump Station - Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ENG	S. Benson SW Pump Drainage Lines/Paving/Environmental		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Apparatus Maintenance		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Pumper - LSN 15		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Pumper - LSN 16		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	Rescue 1 - LSN78		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	LSN 17		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	LSN 53		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FD	LSN 18		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Jennings Master Plan Upgrade		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	Dougiello Master Plan Upgrade		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
P&R	South Benson Marina Dock Replacement - phase 3		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Town	Remediation Fill Pile Berm ($8.76M)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
T hall	Renovation/Addition Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
O T Hall	Design/Upgrade/Renovation/Repair		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Town	Turner Property Renovation		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total > $1mm		$ 676,000	$ 2,845,463	$ 3,521,463		$ -	$ -	$ -	$ -	$ -	$ -	$ (1,776,953)	$ (328,185)	$ 4,130,931	$ 1,495,670	$ -	$ -	$ -	$ -	$ -	$ -		
	Total CNR and Capital > $1M		$ 676,000	$ 2,845,463	$ 3,521,463		$ -	$ -	$ -	$ -	$ -	$ -	$ (1,776,953)	$ (328,185)	$ 4,130,931	$ 1,495,670	$ -	$ -	$ -	$ -	$ -	$ -		
	Total Town - including previously authorized		**$ 436,000**	**$ 3,460,463**	**$ 3,896,463**		**$ 10,000**	**$ 365,000**	**$ 10,000**	**$ -**	**$ -**	**$ 3,910,000**	**$ (1,326,224)**	**$ 2,065,987**	**$ 3,350,931**	**$ 1,045,670**	**$ (750,000)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
BOE																								
Authorized:																								
FWHS	FWHS LMC HVAC ROOFTOP 20YR	018B1	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
TMS	TOMLINSON MID ROOF REPLACE 20YR	018B2	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	added remaining authorization less amount not spent
	SYSTEMWIDE SECURITY INFRASTRUC 5YR	018B3	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**INACTIVE**	
	WHS ARTIFICIAL TURF REPLACE 10YR	018B4	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
	FWHS BLAKE TENNIS COURT REPLACE 10Y	018B5	$ -	$ -	$ -	2/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
	IT SWITCH REPLACE-PHASE 2-10YR	020B1	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
	IT SERVER NETWORK HVAC CONTROL-15YR	020B2	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
	SECURITY & SAFETY INFR-PHASE 5-20YR	020B3	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
Dwight	DWIGHTHVAC BMS CONTROL UPGRADE-15YR	020B4	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**INACTIVE**	
	FLHS TENNIS COURTS REPLACE-20YR	020B5	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**INACTIVE**	
FWHS	FWHS FITTS HVAC RTU REPLACE-20YR	020B6	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
TMS	TOMLINSON MS FLOORING REPLACE-15YR	020B7	$ -	$ -	$ -	2/25/2019	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
FWMS	FWMS ELEVATOR REPLCMT PROJECT 20 YR	021B1	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
RLMS	RLMS COOLING TOWER REPLC PROJ 10YR	021B2	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**CLOSED**	
FLHS	FLHS EMERGENCY GENERATOR REPL 20YR	021B3	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
	RETRO REBALANCE SCHOOL MECH-20 YEAR	022B1	$ -	$ -	$ -	3/22/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
Burr	BOILER BURNER REPLACE-BURR-20YEAR	023B1	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
FLHS	ELEVATOR MODERNIZATION-FLHS-20YEAR	023B2	$ -	$ -	$ -	3/1/2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
Nstratfield	N STRATFIELD VESTIBULE- 20 YEAR	024B1	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	
Osborn	OSBORN HILL VESTIBULE-20 YEAR	024B2	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**ACTIVE**	

Town of Fairfield Capital Plan

									Cash Flow Timing (Bond or BAN)																
	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
FWMS	FFLD WOODS MIDDLE VESTIBULE-20 YR	024B3	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
FWHS	FF WARDE HS BOILER REPLACE-20 YEAR	024B4	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
FWHS	F WARDE HS-KNAPPS TENNIS & BASKET-2	024B5	$ -	$ -	$ -	2/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
HH	Holland Hill Expansion	25057016	$ -	$ -	$ -	8/29/2016/ 06/27/2017	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
Sherman	Sherman School Expansion	25353300	$ -	$ -	$ -	4/23/2018	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
Osborn	Osborne Hill Roof Replacement	OROOF	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
FWHS	Fairfield Warde Air Conditioner	WHSAC	$ -	$ -	$ -	2/24/2020	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
RLMSSherMc	Roof Projects-RLMS & Sherman/McKinley	ROOFS	$ -	$ -	$ -	10/25/2021	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	
Districtwide	Air Conditioning at Schools-Phase 1	FY226	$ -	$ -	$ -	5/23/2022/ 12/18/2023/	$ -	$ -	$ -	$ -	$ -	$ -	$ (150,487)	$ 150,487	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shift to FY26
Riverfield	Roof Replacement- Sherman and Riverfield - River only	RIVER	$ -	$ -	$ -	10/24/2022	$ -	$ -	$ -	$ -	$ -	$ 850,000	$ (1,158,181)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	ban instead of bond amount; not sure if we will need the difference so I did not add it FY26 to be bonded since project is complete
Sherman	Roof Replacement- Sherman and Riverfield Sherman only	SHERM	$ -	$ -	$ -	10/24/2022/1 1/29/23	$ -	$ -	$ -	$ -	$ -	$ 1,200,000	$ (1,418,319)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	ban instead of bond amount; not sure if we will need the difference so I did not add it FY26 to be bonded since project is complete
Burr	Roof Replacement	25857005	$ -	$ (400,959)	$ (400,959)	3/22/2021	$ -	$ (400,959)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	ban instead of bond amount; not sure if we will need the difference so I did not add it FY26 to be bonded since project is complete
Ludlow	Ludlow HS School Bathroom Renovation	25857007	$ -	$ -	$ -	03/22/2021/ 11/29/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,061,000)	$ 1,061,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	shift to FY26
Dist.	AC Project Preconstruction Phases II-V	FPSAC	$ -	$ -	$ -	11/29/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ (73,090)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	as per discussions with david becker and BOE
Holland Hill	Partial Roof Replacement	266HOLLH	$ -	$ -	$ -	10/23/2023	$ -	$ -	$ -	$ -	$ -	$ 900,000	$ (1,405,589)	$ 1,405,589	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	as per discussions with david becker and BOE
North Stratfield	Roof Replacement Project	266NSTRT	$ -	$ -	$ -	10/23/2023	$ -	$ -	$ -	$ -	$ -	$ 1,500,000	$ (3,335,680)	$ 3,335,680	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	as per discussions with david becker and BOE
Roger Sherman	Boiler/Burner Replacement	228SHBLR	$ -	$ -	$ -	11/29/2023	$ -	$ -	$ -	$ -	$ -	$ 500,000	$ (1,048,706)	$ 1,048,706	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	ACTIVE	as per discussions with david becker and BOE
	Total Authorized & Unissued		**$ -**	**$ (400,959)**	**$ (400,959)**		**$ -**	**$ (400,959)**	**$ -**	**$ -**	**$ -**	**$ 4,950,000**	**$ (9,651,052)**	**$ 7,001,462**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
															Difference between Net to be bonded and amounts bonded/to be bonded								
Non-recurring Capital < $1mm																								
Districtwide	Aboveground Storage Tank (AST) Replacements (Design)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Burr	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Burr	Elevator		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
McKinley	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
North Stratfield	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Osborn Hill	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Roger Sherman	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Front façade and Cornice Wall Painting		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	HVAC BMS Controls Upgrade		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Elevator Replacement (1)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ECC	Location 1		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
ECC	Location 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWMS	Entrance Vestibule Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
RLMS	Fire Alarm Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
TMS	Elevator Replacement (#2)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FLHS	Partial Roof Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	Replace Boiler/Burner		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	Partial Roof Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total - Non-recurring Capital < $1mm		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Capital > $1mm																								
Tom.	A/C Phase Two (Tomlinson Middle School)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
FLHS	A/C Phase Three (Fairfield Ludlowe High School)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
WFC	A/C Phase Four (Walter Fitzgerald)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	A/C Phase Five (Fairfield Warde High School)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Districtwide	PV System Replacements &/or Upgrades		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Districtwide	Tunnel Asbestos Abatement and Reinsulation Project (seed money)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Dwight	Renovation Project or New		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
			$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Jennings	Additions and alterations (Scope To Be Determined)		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
McKinley	Roof Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
McKinley	Boiler/Burner Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
			$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Osborn Hill	Additions and Renovations enclose walkway between bldg and annex		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Riverfield	Partial Roof Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Roger Sherman	Partial Roof Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
			$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Stratfield	Roof Replacement Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWMS	Window & Siding Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWMS	Renovate Student Bathrooms		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWMS	Boiler/Burner Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Tomlinson	Partial Roof Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Tomlinson	Boiler/Burner Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FLHS	Artificial Turf Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	Renovate Bathrooms		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	New Window Project		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
FWHS	Artificial Turf Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total > $1mm		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	Total CNR and Capital > $1M		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total BOE - including previously authorized		**$ -**	**$ (400,959)**	**$ (400,959)**		**$ -**	**$ (400,959)**	**$ -**	**$ -**	**$ -**	**$ 4,950,000**	**$ (9,651,052)**	**$ 7,001,462**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
WPCA. - Funded by Town																								
Non-recurring Capital < $1mm																								
	Total < $1mm																							
														$ -	$ -									
Capital > $1mm																								
	Inflow and Infiltration (I/I) Improvements Program - Phase V		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Plant equipment improvements - Phase 3		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Center Street Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Center Street Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Pine Creek Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Pine Creek Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Mill Hill Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Mill Hill Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Toll House Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Toll House Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Willow Street Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Willow Street Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Eastfield Drive Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Eastfield Drive Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Kings Highway Trunk Design		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Kings Highway Trunk Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Ruane and Thorpe Pipe Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total > $1mm		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Total WPCA		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	Total Town, BOE & WPCA - Town Funded		**$ 436,000**	**$ 3,059,504**	**$ 3,495,504**		**$ 10,000**	**$ (35,959)**	**$ 10,000**	**$ -**	**$ -**	**$ 8,860,000**	**$ (10,977,276**	**$ 9,067,449**	**$ 3,350,931**	**$ 1,045,670**	**$ (750,000)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
WPCA - Funded by WPCA																								
Authorized:																								

Town of Fairfield Capital Plan

	Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	Cash Flow Timing (Bond or BAN) FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
WPCA/ENG	East Trunk Wetlands Crossing - Phase 1	80077	$ -	$ -	$ -	3/27/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
WPCA/ENG	East Trunk Replacement Project	26457150	$ -	$ -	$ -	5/22/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
WPCA/ENG	Turney Creek/Riverside Dr Tide Gates - Sewer Siphon	26357050	$ -	$ -	$ -	5/22/2023	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
WPCA/ENG	Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		$ -	$ -	$ -	4/29/2024		$ -	$ -	$ -	$ -	$ -	$ (1,000,000)	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		I&I Phase V design will be completed by Dec 2024, with construction bids Feb/March 2025; therefore we don't anticipate spending more than $500K in FY25
WPCA/ENG	Plant equipment improvements - Phase 1 FY25 3 YR authorization		$ -	$ -	$ -	4/29/2024		$ -	$ -	$ -	$ -	$ -	$ 2,579	$ (2,579)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		three year authorization approved by all three boards. In design phase
WPCA/ENG	Fairfield Beach Pump Station		$ -	$ -	$ -	4/29/2024		$ -	$ -	$ -	$ -	$ -	$ (5,681,988)	$ 5,681,988	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		three year authorization approved by all three boards. In design phase. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so $0 for FY25.
WPCA/ENG	Fairfield Beach Pump Station Force Main		$ -	$ -	$ -	4/29/2024		$ -	$ -	$ -	$ -	$ -	$ (2,760,480)	$ 2,760,480	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		three year authorization approved by all three boards. In design phase. Based on the design schedule for the pump stations, we don't foresee any construction spending for Fairfield Beach station or force main until early FY26; so $0 for FY25.
	Total Authorized		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (9,439,889)**	**$ 9,439,889**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Non-recurring Capital < $1mm																								
	TBD		$ -	$ -	$ -							$ -												
	TBD		$ -	$ -	$ -							$ -												
	TBD		$ -	$ -	$ -							$ -												
	TBD		$ -	$ -	$ -							$ -												
	Total < $1mm		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
Capital > $1mm																								
	Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Plant equipment improvements - Phase 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Center Street Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Center Street Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Pine Creek Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Pine Creek Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Mill Hill Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Mill Hill Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Toll House Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Toll House Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Willow Street Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Willow Street Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Eastfield Drive Pump Station		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Eastfield Drive Pump Station Force Main		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Kings Highway Trunk Design		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Kings Highway Trunk Construction		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Ruane and Thorpe Pipe Replacement		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
					$ -																			
	Total > $1mm		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	Total WPCA - WPCA Funded		**$ -**	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (9,439,889)**	**$ 9,439,889**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		

Town of Fairfield Capital Plan

Project	Project ID	Total Project Cost	Other Financing Source	Net to be Bonded	RTM Auth Date	Total Bonded Thru FY24	Remaining Authorization	FY 2023 & Prior (Actual) Bond/Ban	FY 2024 Ban	FY 2024 Bond	FY25 Ban	FY 2025 Bond	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Status of Account	Explanation of Changes
								Cash Flow Timing (Bond or BAN)															
TOTAL BONDED DEBT		**$ 436,000**	**$ 3,059,504**	**$ 3,495,504**		**$ 10,000**	**$ (35,959)**	**$ 10,000**	**$ -**	**$ -**	**$ 8,860,000**	**$ (20,417,166**	**$18,507,338**	**$ 3,350,931**	**$ 1,045,670**	**$ (750,000)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
												$1,736,773											
WPCA Total																							
East Trunk Wetlands Crossing - Phase 1		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
East Trunk Replacement Project		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Turney Creek/Riverside Dr Tide Gates - Sewer Siphon		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Inflow and Infiltration (I/I) Improvements Program - Phase V - FY25 3 YR Authorization		$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ (1,000,000)	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Plant equipment improvements - Phase 1 FY25 3 YR authorization		$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ 2,579	$ (2,579)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Fairfield Beach Pump Station		$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ (5,681,988)	$ 5,681,988	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Fairfield Beach Pump Station Force Main		$ -	$ -	$ -			$ -	$ -	$ -	$ -	$ -	$ (2,760,480)	$ 2,760,480	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Inflow and Infiltration (I/I) Improvements Program - Phase V -FY 28 and FY29		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Plant equipment improvements - Phase 2		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Plant equipment improvements - Phase 3		$ -	$ -	$ -				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Center Street Pump Station		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Center Street Pump Station Force Main		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Pine Creek Pump Station		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Pine Creek Pump Station Force Main		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Mill Hill Pump Station		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Mill Hill Pump Station Force Main		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Toll House Pump Station		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Toll House Pump Station Force Main		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Willow Street Pump Station		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Willow Street Pump Station Force Main		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Eastfield Drive Pump Station		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Eastfield Drive Pump Station Force Main		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Kings Highway Trunk Design		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Kings Highway Trunk Construction		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Ruane and Thorpe Pipe Replacement		$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
		$ -	**$ -**	**$ -**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (9,439,889)**	**$ 9,439,889**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		

REFUNDS SUBMITTED FOR APPROVAL
6/12/2024

Name	List No.	Tax	Interest	DMV	Bill	Reason
2022 REAL ESTATE						
MACLEOD KATLYN N & ALEXANDER	2022 01 13318	$5,470.92				OVERPAID IN ERROR
TOTAL		**$5,470.92**				
2022 MOTOR VEHICLE						
FUNKYSKA MUSICLLC	2022 03 65353	$465.75				OVERPAID DUE TO ADJUSTMENT
VCFS AUTO LEASING CO	2022 03 94348	$65.94	**2ND REFUND**			OVERPAID DUE TO ADJUSTMENT
TOTAL		**$531.69**				
2021 MOTOR VEHICLE						
FUNKYSKA MUSICLLC	2021 03 65136	$770.90				OVERPAID DUE TO ADJUSTMENT
TOTAL		**$770.90**				

TOTAL TAX	**$6,773.51**
TOTAL INTEREST	**-**
GRAND TOTAL	**$6,773.51**