FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

Town of Waterford

PHONE: 860-442-0553
www.waterfordct.org

AGENDA
BOARD OF SELECTMEN SPECIAL MEETING
Tuesday, June 22, 2026
5:00 PM
Waterford Town Hall (Auditorium)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. **Call to Order & Roll Call:**
2. **Pledge of Allegiance**
3. **Public Comment:**

4. **Waterford Utility Commission:** To consider and act on a request from the Director of Utilities, Jill Stevens, for an appropriation of $100,000 to Line # 20531-57894 (Cross Country Sewer Main Access), with funds available July 1, 2026 for this FY27 capital project and if approved, forward to the Board of Finance as required.

5. **Waterford Utility Commission:** To consider and act on a request from the Director of Utilities, Jill Stevens, for an appropriation of $45,671 to Line # 20531-57026 (Water Tank Management), with funds available July 1, 2026 for this FY27 capital project and if approved, forward to the Board of Finance as required.

6. **Board of Education:** To consider and act upon awarding Chromebooks and Desktop Computers, from the BOE Director of Information Technology, Mark Geer, through Cooperative Purchasing. Funds available July 1, 2026 for this FY27 capital project from Line #20560-55044 Replacement Cycle (Desktops, Laptops, Chromebooks, iPads).

   - **Chromebooks/Chromebook Plus notebooks – Vivacity Technology Tech PBC** (Equalis Group Contract R10-1173F) in the amount of $229,188

- **Desktop Computers – Dell Technologies** (NASPO/State Contract 23PSX0163) in the amount of $193,182.95

7. **Board of Education:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the BOE Director of Information Technology, Mark Geer, to award Chromebooks and Desktop Computers, to Apple Inc. in the amount of $46,389. Funds available July 1, 2026 for this FY27 capital project from Line #20560-55044 Replacement Cycle (Desktops, Laptops, Chromebooks, iPads).

8. **Board of Education:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the BOE Director of Information Technology, Mark Geer, to award Meraki Access Points & Switch Upgrade with installation labor, to Total Communications, Inc. in the amount of $222,353. BOE is only responsible for $111,176.50 according to the E-Rate awarded grant breakdown. Funds available from Line #20560-55046 (Access Points and Switches) on July 1, 2026 for this FY27 Capital Project.

9. **Adjournment:**

#4,5

1000 HARTFORD TURNPIKE **WATERFORD, CT 06385**

June 12, 2026

Mr. Rob Brule, First Selectman
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Brule,

The Utility Commission respectfully requests the following appropriations of funds identified within the FY27 Capital Plan:

1. The Utility Commission respectfully requests an appropriation of the funds to be designated on July 1, 2026 within L.I. # 20531-57894, Cross Country Sewer Main Access in the amount of $100,000.

   Sewer mains collect wastewater from our Town's parcels and convey this wastewater to downstream pumping stations via a vast network of piping and pumping stations to a point terminating at the Main pumping station, which then conveys the wastewater to the regional treatment facility in New London. Of the Town's 150 miles of sewer piping, approximately 15.6 miles lie within cross-country easement areas, which are outside of roadways. Many of these sewer mains traverse through heavily wooded cross-country easement areas, which are becoming more challenging to access. Accessibility is crucial in order to conduct a full assessment evaluation and to provide timely access to conduct immediate or corrective repairs to the sewer main or structures. The goal of this project is to recreate the original easement access areas along all of our cross-country mains or create alternate access points.
   Contract #1 was the Town's very first sewer construction project, which began in 1970. This project entailed the installation of approximately 13,000 linier feet of sewer main. A Special Appropriation in the amount of $250,000 for engineering services was appropriated for the Contract #1 Sewer Main Access project in 2023. Survey work to identify the Contract #1 easement area, manholes, intersecting property lines, and other utilities within the easement area commenced in October of 2023 and was completed in the spring of 2024. Final design package acceptance for contractor bid solicitation and construction for Phase One of the restoration project was granted by the Utility Commission at the November 2024 meeting. Bids were solicited in August of 2025 and the contract was awarded to Advance Resources, LLC in October of 2025 in the amount of $155,450; construction on Phase One began on December 10, 2025 and was completed in the first week of June, 2026.

Phase one encompasses the southern section of the interceptor beginning at the intersection of Great Neck Road and Rope Ferry Road to the end of the interceptor at Evergreen Avenue Pump Station. Phase two which encompasses the northern section of the interceptor from Boston Post Road to Great Neck Road requires the acquisition of additional easements to gain access to the interceptor during restoration and for the Utility Commission staff in the future. Splitting the project into two Phases allowed restoration work to begin while easements are procured, and Phase two can begin shortly after completion of Phase one.

Many of the Town's easement area will require surveys to delineate boundaries, identify wetland soils and engineering services to design access travel surfaces based upon the survey findings. It has been the intent of the Utility Commission to establish a multi-year request necessary to fund the survey, engineering and reconstruction of each of the Town's cross-country sewer main easement areas.

2. The Utility Commission respectfully requests an appropriation of the funds to be designated on July 1, 2026 within L.I. # 20531-57026, Water Tank Management in the amount of $45,671.00

   The Town of Waterford owns three water storage tanks, the 750,000 gallon Fargo Tank, the 300,000 gallon Vauxhall tank and the 1.25 Million gallon Rogers Hill tank. In 2024 the Fargo Road Tank refurbishment project was completed; prior to this renovation, the Fargo Road water tank had its original coat of paint, which had far exceeded its useful life expectancy by approximately 10 years. This work was necessary to preserve the Town's significant investment in its infrastructure and to extend the life of its asset; if routine maintenance of infrastructure is ignored, it turns into an emergency capital investment and typically costs three times that of routine maintenance. If this tank had not undergone the recent rehabilitation, the structural integrity of the tank would have eventually failed, requiring that the tank be replaced at a significant cost to the Town.

   Many municipalities do not realize the financial investment they have in their water storage tanks. These key municipal water distribution system components often receive the least attention and yet, they can potentially experience serious issues without proper tank asset management. Contamination from animals or debris, corrosion and other issues can trigger customer complaints, municipal regulatory compliance violations and costly water distribution service disruptions. A Water Tank Management Program for these valuable assets preserves the significant investment the Town has made in water storage tanks by guaranteeing routine inspections and maintenance of the water storage tanks does not fall behind, thus improving the reliability of the system. A sustainable water tank management solution also makes budgeting easier as initial repair costs can be spread out over a few years if necessary and all future interior and exterior renovation costs are included.

   Our request was to initiate a funding schedule that would enroll the three water storage tanks in a Tank Asset Management program progressively, which began with the Fargo Road tank in FY26, this tank only requires annual Maintenance plan costs.

3. The Utility Commission respectfully requests an addition appropriation of the funds identified in the First Selectman's plan for the General Fund Balance for Water Distribution System Emergency Capital Reserve for FY27 in the amount of $200,000.

   Under the current Waterford / New London Interlocal Water Agreement (W/NLIWA), all users of the municipal water system in Waterford are direct customers of the City of New London Department of Public Utilities, which operates and maintains the water distribution system on behalf of the Town. Consequently, the Utility Commission does not receive user-based revenue to fund emergency repairs that meet the definition of "Material" costs under the W/NLIWA.

   Pursuant to the W/NLIWA, "Material," as applied to the cost or expense of a particular repair or maintenance activity, is defined as costs greater than or equal to $5,000, adjusted cumulatively by the Escalation Index as of April 1 preceding the adjustment date. The agreement further specifies that (i) the installation of more than three contiguous standard lengths of pipe is deemed Material regardless of cost, and (ii) the first $10,000 spent on Material costs or expenses is deemed not Material, with that amount also subject to escalation.

   Using the ENR Construction Cost Index as prescribed by the W/NLIWA, the current Escalation Index is 3.13. This results in an adjusted Material cost threshold of $15,658, with the first $31,300 of Material costs deemed not Material. Under the W/NLIWA, any repair with costs exceeding these thresholds is required to be treated and funded as a Capital Improvement.

   Waterford embarked on installing its water distribution system in the 1960's, prior to the installation of our wastewater system. Construction costs have increased significantly over time; for example, a 20-foot length of 10-inch ductile iron pipe that cost approximately $150 in 1960 now costs approximately $975–$1,000. Given the age of the system and escalating material and labor costs, it is reasonable to expect that emergency repairs will more frequently meet the definition of Material costs.

   This request establishes a dedicated capital reserve for emergency repairs to the water distribution system that qualify as Material costs. The reserve mitigates financial risk associated with unpredictable infrastructure failures and reduces reliance on emergency appropriations or disruption of other approved capital projects. Water distribution system failures are inherently unpredictable and often require immediate response to protect public health, maintain service continuity, and limit secondary damage. Having a designated reserve ensures that capital funding is immediately available when such events occur.

Please see the additional back up material provided in support of each request attached to this letter.

Thank you.

Jill N. Stevens, Director
Utility Commission

Cc: Utility Commission
Kimberly Allen, Director of Finance

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Cross-Country Sewer Main Access

DEPARTMENT PRIORITY
5

1	**DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)**
	The goal of this project is to obtain readily available access to all cross-country sewer mains. Accessibility is crucial in order to conduct a full assessment evaluation and to provide timely access to conduct immediate or corrective repairs to the sewer main or structures. The goal of this project is to recreate the original easement access area or create alternate access points to all areas that are not within paved roadway areas. Funds were granted for the Contract #1 easement area in 2023, this request is to continue the access program to the remaining cross country easement areas.
2	**PROJECT STATUS IF IN PROGRESS**
	Construction on Contract 1 access began on December 10, 2025 and is anticipated to take 5 months.
3	**LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST**
	Accessibility will allow pipeline evaluation crew to conduct our sewer system evaluation survey and create the ability to access the pipeline and manholes in the event of an emergency
4	**DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)**
	Minimal impact on operational budget, however, accessibility will allow staff to conduct routine and emergency repairs in a timely manner, in lieu of creating access on a emergency basis which will be far more costly and greatly reduce the potential of adverse environmental impact.
5	**GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)**
6	**ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)**
	See back up material
7	**COST/FUNDING SOURCE**

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital	250,000	200,000	200,000	200,000	200,000	200,000
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR	200,000					
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**450,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**

Cross Country Sewer Main Access Project

Sewer mains collect wastewater from our Town's parcels and convey this wastewater to downstream pumping stations via a vast network of piping and pumping stations to a point terminating at the Main pumping station, which then conveys the wastewater to the regional treatment facility in New London. Of the Town's 150 miles of sewer piping, approximately 15.6 miles lie within cross-country easement areas, which are outside of roadways. Many of these sewer mains traverse through heavily wooded cross-country easement areas, which are becoming more challenging to access. Accessibility is crucial in order to conduct a full assessment evaluation and to provide timely access to conduct immediate or corrective repairs to the sewer main or structures. The goal of this project is to recreate the original easement access area or create alternate access points.

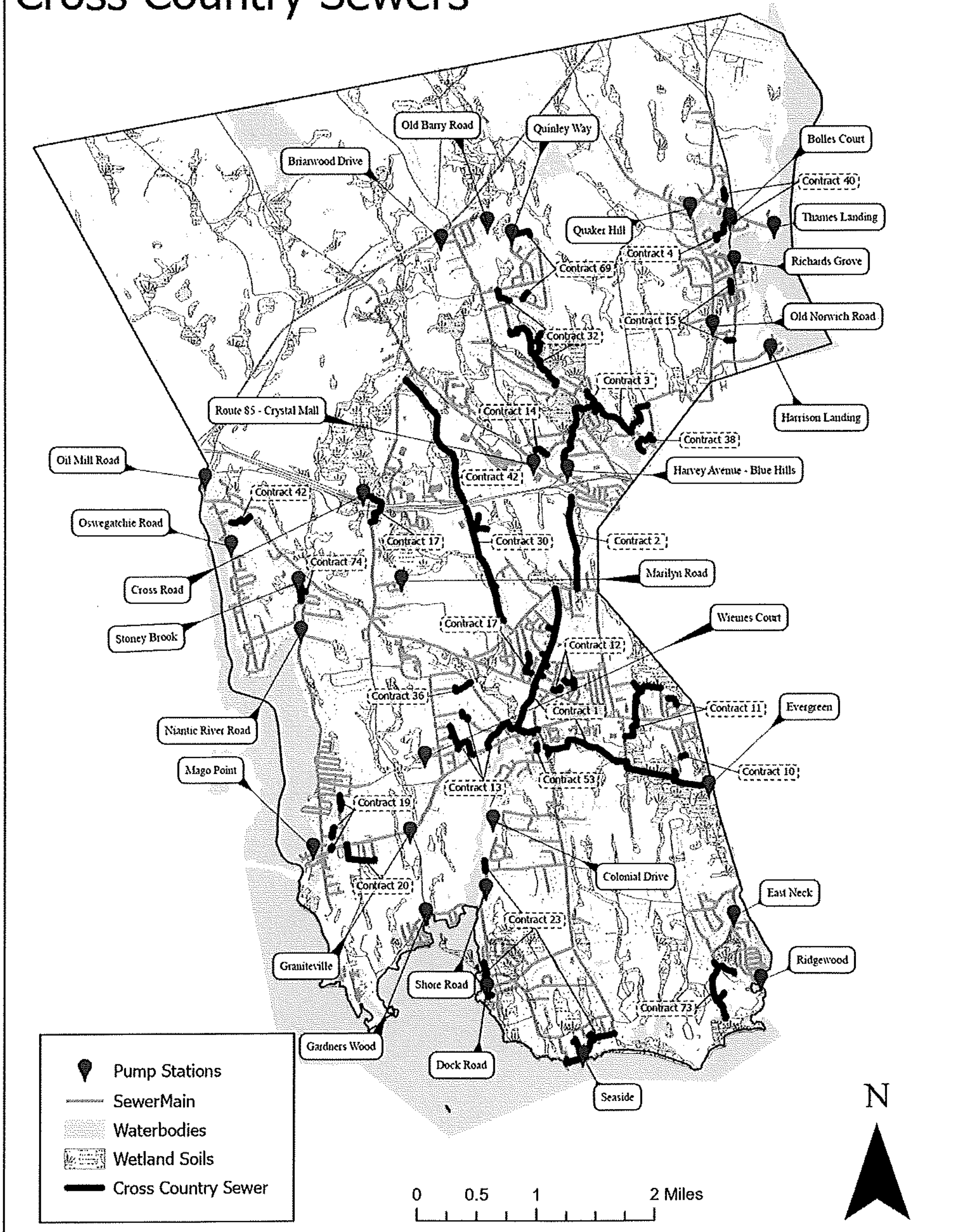
Contract #1 was the Town's very first sewer construction project, which began in 1970. This project entailed the installation of approximately 13,000 linier feet of sewer main. A Special Appropriation in the amount of $250,000 for engineering services was appropriated for the Contract #1 Sewer Main Access project in 2023. Survey work to identify the Contract #1 easement area, manholes, intersecting property lines, and other utilities within the easement area commenced in October of 2023 and was completed in the spring of 2024. Final design package acceptance for contractor bid solicitation and construction for Phase One of the restoration project was granted by the Utility Commission at the November 2024 meeting. Bids were solicited in August of 2025 and the contract was awarded to Advance Resources, LLC in October of 2025; construction on Phase One began on December 10, 2025 and is anticipated to take 5 months.

Phase one encompasses the southern section of the interceptor beginning at the intersection of Great Neck Road and Rope Ferry Road to the end of the interceptor at Evergreen Avenue Pump Station. Phase two which encompasses the northern section of the interceptor from Boston Post Road to Great Neck Road requires the acquisition of additional easements to gain access to the interceptor during restoration and for the Utility Commission staff in the future. Splitting the project into two Phases allows restoration work to begin while easements are procured, so that once Phase one is complete easements will be in place and Phase two can begin shortly thereafter.

Many of the Town's easement area will require surveys to delineate boundaries, identify wetland soils and engineering services to design access travel surfaces based upon the survey findings. It has been the intent of the Utility Commission to establish a multi-year request necessary to fund the survey, engineering and reconstruction of each of the Town's cross-country sewer main easement areas.

Upon completion of the Contract #1 restoration, our goal is to continue to other major cross-country easement areas, Contract # 2 and 3, which possess many of the same land characteristics as Contract #1. A map depicting all of our cross-country areas is attached.

Cross Country Sewers



FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

PHONE: 860-442-0553
www.waterfordct.org

July 24, 2023

Mr. James Bartelli - Director
Waterford Utility Commission
1000 Hartford Turnpike
Waterford, CT 06385

RE: Notice of Approval: Inland Wetland Permit #C-23-03

Dear Mr. Bartelli,

At a meeting held on July 13, 2023 the Waterford Conservation Commission approved with conditions the above referenced permit for vegetation clearing, temporary machinery access, inspection and maintenance activities within inland wetlands along municipal sewer utility easements, Waterford, CT.

Attached is the signed permit for your records.

If you have any questions, please feel free to call me at 860-444-5826.

Sincerely,

Maureen FitzGerald
Environmental Planner

attachment

cc: Jill Stevens, Assistant Director (digital copy)

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

PHONE: 860-442-0553
www.waterfordct.org

WATERFORD CONSERVATION COMMISSION
INLAND WETLANDS & WATERCOURSES PERMIT #23-03
Vegetation Clearing, Inspection & Maintenance of Municipal Sewer Utilities within Easements
Issued to the Waterford Utility Commission

The Waterford Conservation Commission, in their capacity as the Town's Inland Wetland Agency, hereby authorizes the Waterford Utility Commission to conduct regulated activities in designated wetland areas of existing sewer utility easements subject to jurisdiction in accordance with CT General Statutes, Section 22a-36 through 22a-45, inclusive, as amended, and the Waterford Inland Wetlands and Watercourses regulations.

Regulated activities authorized include:

1. Cutting of vegetation in wetlands and adjacent upland areas within sewer easement areas to clear a 20 foot wide vehicle access for purposes of inspection and maintenance of the existing municipal sewer. Vegetation to be cut by machine-mounted mowers or manually where flooded conditions do not allow machinery access.

2. Temporary machinery access through and over inland wetlands and watercourses within municipal sewer easement areas to access sewer manholes for inspection and repair.

3. Placement of temporary crossings including temporary plates, timbers, slash, corduroy or mats to minimize disturbance to inland wetlands and watercourses.

4. Minor repair of sewer manholes and utility lines to prevent infiltration of ground and surface water and correct system failures detected during the inspection. Minor repair work includes excavation of soils, installation of temporary erosion and sediment controls and de-watering basins, temporary discharge of sediment-free de-watering waters, and restoration of wetland substrate conditions.

These regulated activities are associated with maintenance practices and repairs for the Town of Waterford municipal sewer system as described in the application dated June 20, 2023. The Conservation Commission attaches the following conditions to minimize impacts to inland wetlands and watercourses associated with the proposed inspection and maintenance activities:

SPECIAL CONDITIONS:

1) All maintenance and repair activities conducted under this authorization shall be reported no later than 7 days prior to the planned initiation of the activity to the Conservation Commission's agent for a determination of consistency with the terms of this permit. Limits of disturbance shall be identified and marked in the field. Erosion and sediment control and de-watering measures, and measures to restore wetland soils, grades and

wetland vegetation shall be identified prior to the start of work in any wetland or watercourse resource.

2) Regulated activities identified to be outside the scope of this authorization will require submission of an individual permit application to the Conservation Commission for approval. The permanent obstruction, diversion or alteration of wetlands and watercourse resources is not herein authorized.

3) In areas of flooded or saturated soil conditions, the use of machinery shall be restricted and vegetation removal conducted manually to protect wetland and surface flow patterns. Where temporary disturbance from machinery access occurs in wetlands or watercourses, the wetland substrate and surface flows are to be restored to pre-existing conditions upon completion of the maintenance activity.

4) The crossing of wetlands and watercourses with machinery shall be temporary and accomplished with minimal disturbance to wetlands and streambed substrates. Use of best management practices for temporary stream crossings, wetland protection and erosion control shall be incorporated into the inspection and maintenance program. These practices shall comply with the State of Connecticut Forest Practices Regulations.

5) Upon completion of machinery access and required repairs to the utility, all temporary wetland and watercourse crossing devices shall be removed, and the wetland and watercourse substrate and surface flows shall be restored to pre-existing grades. The permanent obstruction, diversion or alteration of wetlands and watercourse resources is not herein authorized.

6) A representative of the Utility Commission shall schedule a site inspection with the Commission's agent following completion of the maintenance activity within each sewer easement area to review wetlands and watercourses traversed by the inspection activity. Where required and as directed by the Commission's agent, corrective measures to restore grade, stabilize exposed soils and control potential erosion shall be immediately implemented.

7) The Waterford Utility Commission shall be responsible for ensuring the terms and provisions of this permit are adhered to, including the implementation of pollution prevention and best management practices, installation of erosion and sediment controls and restoration of temporary disturbance areas.

All work and all regulated activities conducted pursuant to this authorization shall be consistent with the terms and conditions of this permit. Any structures, excavation, fill, obstructions, encroachments or regulated activities not specifically identified and authorized herein shall constitute a violation of this permit and may result in permit modification, suspension or revocation.

In the event that any additional wetland or watercourse regulated activities are required as a result of other agency permitting to support the proposed activity, the Waterford Conservation Commission reserves the right to reconsider the proposed regulated activity and may require modifications to minimize the impact to wetland resources.

In evaluating this application, the Commission has relied on information provided by the applicant. If such information subsequently proves to be false, incomplete and/or inaccurate, this permit shall be modified, suspended or revoked.

This permit shall be valid for a period of 5 years. Permit extensions may be authorized in accordance with CT General Statutes § 22a-36 through 22a-45 inclusive. If the regulated activity is not completed within this time frame, the permit may be held to be invalid by the Conservation Commission and the applicant may be required to petition the Commission for an extension or re-issuance of the permit. The Commission may require the applicant to furnish additional information at that time.

The Conservation Commission renders this Summary Ruling in accordance with the Waterford Inland Wetlands and Watercourses Regulations based on the following considerations:

A. The proposed activity is necessary for maintenance and inspection of the public sewer utility lines and protection of surface and groundwater quality.

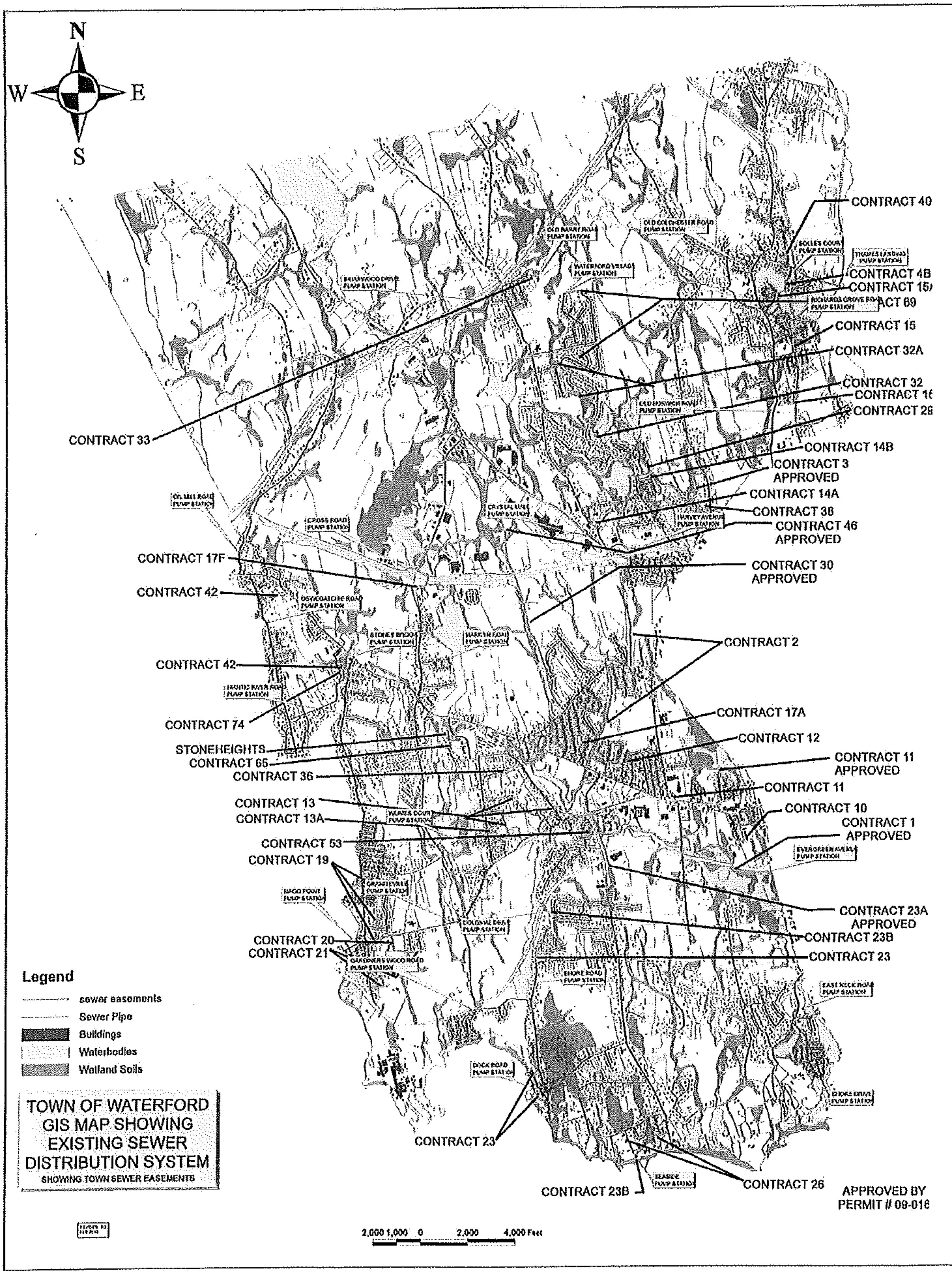
B. The proposed method of vegetation removal and machinery access does not pose long-term adverse impacts to the wetlands and watercourses within or adjacent to the sewer easement. Temporary disturbance to wetland substrates will be restored to grade

C. Strict adherence to the terms and conditions imposed with this permit will protect the quality of wetlands and surface waters on this property.

This permit will be strictly enforced. If the Conservation Commission finds that the applicant has not complied with the permit conditions or has exceeded the scope of this permit as set forth herein, or, if the intended use of the general site is not as represented by the application or the plan of record, the Commission may suspend or revoke this permit, direct the Environmental Officer to issue a cease and desist order, require the applicant to modify, extend or revise the site work, or require the applicant to restore the area to its original condition.

Dated: July 13, 2023

Issued By: R. F. Muckle
Chairman, Richard Muckle
Waterford Conservation Commission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CONTRACT 15/
ACT 69
CONTRACT 15
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CONTRACT 32
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CONTRACT 21
CONTRACT 23
CONTRACT 23B
CONTRACT 26
Legend
sewer easements
Sewer Pipe
Buildings
Waterbodies
Wetland Soils
TOWN OF WATERFORD
GIS MAP SHOWING
EXISTING SEWER
DISTRIBUTION SYSTEM
SHOWING TOWN SEWER EASEMENTS
APPROVED BY
PERMIT # 09-016
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TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY Utility Commission	**CONTACT PERSON** Jill N. Stevens
PROJECT NAME Fargo Water Tank Management Program	**DEPARTMENT PRIORITY** 1

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

The Water Tank Management Program for the Fargo Water Tank preserves the significant investment the Town has made in this water storage tank by guaranteeing routine inspections and maintenance of the water storage tank does not fall behind, thus improving the reliability of the system. A sustainable water tank management solution also makes capital budgeting easier as all future interior and exterior renovation costs are included in the plan. This request is to continue funding the program that the Fargo Water Tank was enrolled in beginning in FY26

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

None, the operational costs are borne by the City of New London through the current Inter-local agreement.

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See attached tank management program contract

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital	46,222	45,671	47,954	50,352	52,870	55,513
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR						
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**46,222**	**45,671**	**47,954**	**50,352**	**52,870**	**55,513**

USG WATER
SOLUTIONS

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: **Town of Waterford**
Waterford, Connecticut

Tank Size/Name: **750,000 Gallon Pedisphere – Fargo Road Tank**

Location: **45R Fargo Road**

Date Prepared: **October 23, 2025**

535 Gen Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855.526.4413 | Fax: 478.987.2991

WATER TANK MAINTENANCE CONTRACT

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **Town of Waterford, whose business address is 15 Rope Ferry Road, Waterford, Connecticut 06385** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **750,000** gallon water storage tank located at **45R Fargo Road, Waterford, Connecticut 06385** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

a. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
b. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service. Rotate the washout inspections with ROV inspections.
c. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
d. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Connecticut** and the American

Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.

e. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
f. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
g. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
h. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.
i. The Company will pressure wash the exterior once between exterior coating cycles.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The Annual Fee for Contract **Year 1** shall be **$43,496.00** Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Payment Terms and Late Charges.

a. The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract.**
b. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.**
c. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company will charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. Any late fee will be 1.5% per month.

4. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

5. Structure of Tank, Tank Site Conditions, and Modifications.

a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.

b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, to include tariffs, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, (xiv) supply chain disruptions, or (xv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination.

a. **This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as the Owner:**
   i. pays each Annual Fee to the Company in accordance with the terms herein, and
   ii. does not terminate the Contract pursuant to the terms of this Section.

b. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

10. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

15. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:	COMPANY:
Town of Waterford	**Utility Service Co., Inc.**
By:	By:
Title: Director of Finance	Title: National Director of Operations
Print Name: Kimberly Allen	Print Name: Bradley Winkeler
Date: October 27, 2025	Date: October 27, 2025
Witness:	Witness: Lara A. Townsend
Seal:	**Seal:** UTILITY SERVICE CO., INC. CORPORATE SEAL GEORGIA 2001

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Water Distribution System Emergency Capital Reserve

DEPARTMENT PRIORITY
3

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

Under the Waterford / New London Interlocal Water Agreement (W/NLIWA), Waterford water system users are customers of the City of New London Department of Public Utilities, and the Utility Commission does not receive user-based revenue to fund emergency repairs that meet the agreement's definition of Material costs. This request establishes a dedicated capital reserve for emergency water distribution system repairs that must be treated as Capital Improvements under the W/NLIWA. Water system failures are unpredictable and often require immediate response to protect public health and maintain service continuity. The reserve provides readily available capital funding for such events, reduces reliance on emergency appropriations, and avoids disruption to other approved capital projects

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

None, funding will be expended only for capital-eligible emergency repairs and not for routine maintenance.

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See included back up narrative and example material costs incurred by the Town since 2016.

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR		200,000	200,000	200,000	200,000	200,000
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	0	200,000	200,000	200,000	200,000	200,000

Water Distribution System Emergency Capital Reserve

Under the current Waterford / New London Interlocal Water Agreement (W/NLIWA), all users of the municipal water system in Waterford are direct customers of the City of New London Department of Public Utilities, which operates and maintains the water distribution system on behalf of the Town. Consequently, the Utility Commission does not receive user-based revenue to fund emergency repairs that meet the definition of "Material" costs under the W/NLIWA.

Pursuant to the W/NLIWA, "Material," as applied to the cost or expense of a particular repair or maintenance activity, is defined as costs greater than or equal to $5,000, adjusted cumulatively by the Escalation Index as of April 1 preceding the adjustment date. The agreement further specifies that (i) the installation of more than three contiguous standard lengths of pipe is deemed Material regardless of cost, and (ii) the first $10,000 spent on Material costs or expenses is deemed not Material, with that amount also subject to escalation.

Using the ENR Construction Cost Index as prescribed by the W/NLIWA, the current Escalation Index is 3.13. This results in an adjusted Material cost threshold of $15,658, with the first $31,300 of Material costs deemed not Material. Under the W/NLIWA, any repair with costs exceeding these thresholds is required to be treated and funded as a Capital Improvement.

Waterford embarked on installing its water distribution system in the 1960's, prior to the installation of our wastewater system. Construction costs have increased significantly over time; for example, a 20-foot length of 10-inch ductile iron pipe that cost approximately $150 in 1960 now costs approximately $975–$1,000. Waterford's distribution system has experienced 120 water main breaks since 2008, of those breaks 53 have occurred in the last 6 years. Given the age of the system and escalating material and labor costs, it is reasonable to expect that emergency repairs will more frequently meet the definition of Material costs.

This request establishes a dedicated capital reserve for emergency repairs to the water distribution system that qualify as Material costs. The reserve mitigates financial risk associated with unpredictable infrastructure failures and reduces reliance on emergency appropriations or disruption of other approved capital projects. Water distribution system failures are inherently unpredictable and often require immediate response to protect public health, maintain service continuity, and limit secondary damage. Having a designated reserve ensures that capital funding is immediately available when such events occur.

FIFTEEN ROPE FERRY ROAD — Town of Waterford — WATERFORD, CT 06385-2886

WATERFORD UTILITY COMMISSION
PO BOX 310
WATERFORD, CT 06385

BILLING FOR: **PENINSULAR ROAD BRIDGE WATER MAIN REPLACEMENT**
50% PROJECT TOTAL

BILL DATE: **NOVEMBER 25, 2014**

DESIGN & PERMITTING PHASE

Lenard Engineering Inc. $ 9,600.00- Acct #33159 55300 $4,800.00

BIDDING PHASE

Lenard Engineering Inc. $ 3,700.00 Acct # 33196-55300 - $1,850.00

CONSTRUCTION

B & W Paving & Landscaping LLC $192,800.00 Acct # 21131-57759 - $96,400.00

INSPECTION

WUC Employee E. Machinski
85 Regular Hours
2 Overtime Hours $ 3,081.25 - Acct 21131-51120 - 1,540.63

104,590.63

TOTAL PROJECT COST **$209,181.25**

50% PROJECT COST TO BE PAID BY NEW LONDON: $104,590.63

PLEASE REMIT PAYMENT TO:
Waterford Utility Commission
P. O. Box 310
Waterford, CT 06385

CITY OF NEW LONDON
Finance Department
181 STATE STREET
NEW LONDON CT 06320

REQUEST FOR PAYMENT

Extra for mailing w/ check

DEPARTMENT AND DIVISION BEING CHARGED:

PUBLIC UTILITIES/WATER

DATE PREPARED:

July 20, 2016

JUL 28 2016

VENDOR NAME: *Town of Waterford – Waterford Utility Commission*

ADDRESS: *15 Rope Ferry Road*
Waterford, CT 06385

VENDOR #

PROJECT #

P.O. # GMBA

ACCOUNT # 421.6801.468.33.99

IF MULTIPLE ACCOUNTS, PLEASE CODE ON INDIVIDUAL INVOICES

BANK CODE

CERTIFICATION OF DEPARTMENT HEAD

I CERTIFY THAT ITEMS OR SERVICES WHICH REQUIRE THIS PAY MENT WERE RECEIVED, COUNTED AND EXAMINED BY ME OR BY THE AGENT WHOSE SIGNATURE IS ON THE ATTACHED DELIVERY SLIP OR INVOICE. I FURTHER CERTIFY THAT ANY ITEMS OR SERVICES ARE AS ORDERED, ARE IN GOOD CONDITION AND REPRESENT PROPER EXPENDITURES FOR THIS DEPARTMENT.

AUTHORIZED SIGNATURE

NUMBER OF INVOICES ATTACHED	TOTAL AMOUNT OF INVOICES	FINANCE DEPARTMENT USE ONLY: A/P REVIEW	CHECK DATE	CHECK #
1	$ 15,900.00			

DOES THIS COMPLETE THIS P.O.? I I YES I I NO

ADDITIONAL COMMENTS: *Total bill 37,000/2 = $18,500 our share then deduct $2,600.00 from the bill for Waterford to pay half of Veolia labor charges --- WATER BUDGET*

Please include the attached documents with the check. Thank you, Maryann

FY 2016

TOTAL AMOUNT OF CHECK: $______

Rec'd 7/18/16

FIFTEEN ROPE FERRY ROAD

Town of Waterford

WATERFORD, CT 06385-2886

WATERFORD UTILITY COMMISSION
15 ROPE FERRY RD
WATERFORD, CT 06385

DATE: JUNE 30, 2016

CITY OF NEW LONDON
DEPARTMENT OF PUBLIC UTILITIES
120 BROAD STREET – FIRST FLOOR
NEW LONDON, CT 06320

ATTENTION: JOSEPH LANZAFAME

TO INVOICE FOR ONE-HALF OF THE TOTAL COST OF "URGENT RECONNECTION OF WATER MAIN ON FOG PLAIN ROAD TO BE PERFORMED PRIOR TO REPAVING OF FOG PLAIN."

COPY OF WATERFORD UTILITY COMMISSION PURCHASE ORDER #900405 ALONG WITH COPY OF INVOICE FROM B&W PAVING & LANDSCAPING LLC IS ATTACHED.

TOTAL COST OF PROJECT $37000.00

TOTAL THIS INVOICE FOR ½ OF TOTAL COST: $18,500.00
– 2,600.00
$ 15,900.00 — pay this amt pls

Inv for Fog Plain Rd

FY 2016

421 6801 468 3391

VEOLIA
WATER

INVOICE

New London, CT, City of
120 Broad Street
New London CT 06320
United States

Please Mail Remittance To:
Veolia Water North America
c/o VWNA #23654
23654 Network Place
Chicago IL 60673
United States

Invoice #:	Invoice Date:	Payment Terms:	Project #:	Customer #:	Customer PO:
00058938	6/23/16	Net 60	C00000002020800	0000000283	

To provide labor support for the Fog Plain Road water main repair.

Qty	UOM	Description	Unit Price	Total
1.0000	EA	Labor Support	5,200.0000	5,200.00

Total Amount Due (USD): 5,200.00

EFT/ACH Instructions -
Bank Name: JP Morgan Chase
c/o: Veolia Water North America
Bank Address: 131 S. Dearborn - 6th Floor, Chicago, IL 60603
Account #: 727111544
ABA: 071000013
Swift Code: CHASUS33

5,200.00 ÷ 2 =
$2,600.00

Please mail this to
Waterford with check

Please make checks payable to Veolia Water North America and return this portion along with your remittance.

Thank you.

New London, CT, City of
120 Broad Street
New London CT 06320
United States

Invoice: 00058938
Invoice Date: 2016-06-23
Invoice Amount: 5,200.00

Veolia Water North America
c/o VWNA #23654
23654 Network Place
Chicago IL 60673
United States

Change Order
P.O. # FY16 / 900405

Change # 2
Date 06/14/2016
Vendor 8791

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Order From:
B & W PAVING & LANDSCAPING LLC
PO BOX 70
MYSTIC, CT 06355

B & W PAVING & LANDSCAPING LLC Fax: (860) 536-5833

Deliver To:
Hartford Road Complex
1000 Hartford Rd
Waterford, CT 06385-4032

Hartford Road Complex Tel: (860) 444-5864

F.O.B.	SHIP VIA	TERMS	CUSTOMER #	ORDERED FOR
Shipping Point		No Terms		Water Main Repair

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	Idisbursement line changed	1.00		$0.00	$0.00
1	Urgent Reconnection of Water Main on Fog Plain Road to be performed prior to repaving of Fog Plain. Cost of job to be split 50-50 by Waterford and New London.	1.00	EACH	$12,000.00	$12,000.00
C.O. 1	Change Order needed for connection and extension of service that was unanticipated.	1.00		$25,000.00	$25,000.00

Accounting Distributions

Account Number	Account Description	Amount	Freight	Total
33195-55301-300-060-31-00-95	WATER SYSTEM IMPROVEMENTS	0.00	0.00	0.00
33196-55300-300-060-31-00-96	WATER MAIN EXTENSIONS	37,000.00	0.00	37,000.00
	Total Distributions	$37,000.00	$0.00	$37,000.00

Messages:
PURCHASE ORDER NUMBER must appear on all related correspondence, shipping papers and invoices.
VENDORS: Please read terms and conditions under which this order is issued available on the web site www.waterfordct.org under Purchasing Documents.

SUBTOTAL	$37,000.00
DISCOUNT	$0.00
FREIGHT	$0.00
TOTAL	$37,000.00

Page 1 of 1

VENDOR

Authorized Signature: Kate Rotella

Authorized Signature:

$18,500.00

New London Public Utilities

15 Masonic Street
New London, CT 06320

Phone: (860) 447-5221
Fax: (860) 701-7693
E-mail: jlanzafame@newlondonct.org

Statement Quinley Way Water Break

Statement #: 10/20/2025
Date: October 20, 2025
Customer ID: Town of Waterford

Bill To: Jill Stevens
Town Of Waterford
1000 Hartford Turnpike
Waterford, CT 06385

Date	Type	Description	Quantity	Unit Cost	Amount
10/20/2025		**Quinley Way Water Break**	**1**	**$110,721.20**	**$ 110,721.20**

Reminder:
Terms: Balance due in 30 days.

REMITTANCE	
Customer Name:	Waterford Utilities
Customer ID:	Town of Waterford
Statement #:	10/20/2025
Date:	October 20, 2025
Amount Due:	$110,721.20
Amount Enclosed:	

Please mail check to the following:

City of New London - W&WPCA
Attn: Joseph Lanzafame
15 Masonic Street
New London, CT 06320

Site 11768
NON-PO

BLUE LINE
TRAFFIC SERVICE, LLC

Invoice

Blue Line Traffic Service
Taking care of what really matters

Date: July 27, 2025
Invoice #: 480
Customer ID: Veolia

To:
Veolia - Site 11768
100 Trumbull Road
New London, CT 06320
attn: Keith Browne (860)389-8977

Full payment due at receipt of services. A finance charge of 1.5% will be charged monthly or 18% annually to outstanding balances. In the event of non-payment, the cost of collection including attorney fees will be added to unpaid balances. Governed by CT State Laws.

Date	Location	Staff	Hours	Slip	Rate	Line Total
7/19/2025	Connshire/Quinley Emergency Repair	Burdick	9	3225	$ 97.50	$877.50
7/19/2025	Connshire/Quinley Emergency Repair	Reichard	9	3224	$ 97.50	$877.50
7/19/2025	Connshire/Quinley Emergency Repair	Mennino	6	2855	$ 97.50	$585.00
7/19/2025	Connshire/Quinley Emergency Repair	Gouvela	6	3293	$ 97.50	$585.00
7/20/2025	Connshire/Quinley Emergency Repair	Mennino	10	2856	$ 97.50	$975.00
7/20/2025	Connshire/Quinley Emergency Repair	Gouvela	10	3314	$ 97.50	$975.00
7/21/2025	Connshire/Quinley Emergency Repair	Nott	8	4821	$ 97.50	$780.00
7/21/2025	Connshire/Quinley	Reichard	8	3226	$ 65.00	$520.00
7/21/2025	Connshire/Quinley	Kenney	8	1904	$ 65.00	$520.00
7/22/2025	Connshire/Quinley	Bunkley	9	3547	$ 65.00	$585.00
7/22/2025	Connshire/Quinley	Mennino	9	2858	$ 65.00	$585.00
7/19/2025	Advanced warning signs & cones		1		$150.00	$150.00
7/20/2025	Advanced warning signs & cones		1		$150.00	$150.00
7/21/2025	Advanced warning signs & cones		1		$150.00	$150.00

Subtotal $8,315.00
TAX EXEMPT
Total $8,315.00

Make all checks payable to Blue Line Traffic
Electronic Payment Account: 385030562330 Routing Number: 011900254
Thank you for your business!
35 Guthrie Pl, New London, CT 06320, 860-910-2710, Alison@bluelinetraffic.com

XL
S/E 7/29
8/4
DS

PETER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO: **Invoice**

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Site 11768
NON - PO

Date:	8/5/2025
Invoice #:	25550

	P.O. No.	Terms
	Site ID: 11768	Net 30

Description	Qty	Unit	Rate	Amount
For the completion of emergency services to reconstruct approximately 600; x 15' of roadway from water main break from Latimer Ct to Connshire Dr on Quinley Way, Waterford, CT.				
7/21/25 - Mobilization, CBYD, Layout				
Labor	1	ls	1,158.00	1,158.00
Equipment	1	ls	6,238.00	6,238.00
Trucking	1	ls	960.00	960.00
Materials (Diamond Blade, 1,200 lf sawcutting)	1	ls	807.00	807.00
7/22/25 - Sawcutting, Mobilization, Excavation, Compaction				
Latimer Ct intersection				
Labor	1	ls	2,427.00	2,427.00
Equipment	1	ls	3,843.00	3,843.00
Trucking	1	ls	960.00	960.00
Water Truck	1	ls	600.00	600.00
Materials (including dumping fees)	1	ls	1,314.00	1,314.00
7/25/25 - Excavate, Install Base, Compact				
Quinley Way, Latimer to Connshire				
Labor	1	ls	2,296.00	2,296.00
Equipment	1	ls	496.00	496.00
Trucking	1	ls	1,920.00	1,920.00

Subtotal	
Sales Tax (6.35%)	
Total	
Payments/Credits	
Balance Due	

Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer

1 of 3

8/8

DS

WTR PT

55211700

.WPT.01

.ER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO:

Invoice

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Date:	8/5/2025
Invoice #:	25550

	P.O. No.	Terms
	Site ID: 11768	Net 30

Description	Qty	Unit	Rate	Amount
Materials (including dumping fees)	1	ls	3,492.00	3,492.00
7/28/25 - Quinley Way & Connshire Dr Intersection				
Labor	1	ls	1,475.00	1,475.00
Equipment	1	ls	310.00	310.00
Trucking	1	ls	1,200.00	1,200.00
Materials (including dumping fees)	1	ls	732.00	732.00
7/29/25 - Quinley Way & Laitmer to Driveway				
Excavate, grade, remove curb, inspect catch basins (no damage to catch basins)				
Labor	1	ls	2,936.00	2,936.00
Equipment	1	ls	15,732.00	15,732.00
Trucking	1	ls	1,920.00	1,920.00
Materials (including dumping fees)	1	ls	1,200.00	1,200.00
7/30/25 - Excavate and grade Connshire Dr & Latimer Intersections, Binder Latimer to Connshire Dr				
Demobilize excavating equipment				
Labor	1	ls	3,303.00	3,303.00
Equipment (including water truck)	1	ls	1,981.00	1,981.00
Trucking	1	ls	3,840.00	3,840.00
Materials (including dumping fees)	1	ls	13,806.71	13,806.71

Subtotal	
Sales Tax (6.35%)	
Total	
Payments/Credits	
Balance Due	

Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer

2 of 3

,ER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO:

Invoice

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Date:	8/5/2025
Invoice #:	25550

P.O. No.	Terms
Site ID: 11768	Net 30

Description	Qty	Unit	Rate	Amount
7/31/25 - Latimer to Connshire Dr top course,				
Demobilize paving equipment				
Labor	1	ls	2,972.00	2,972.00
Equipment (including water truck)	1	ls	1,096.00	1,096.00
Trucking	1	ls	3,840.00	3,840.00
Materials	1	ls	12,778.59	12,778.59
8/1/25 - Curb, Loam/Seed, Demobilize				
Labor	1	ls	2,936.00	2,936.00
Equipment	1	ls	496.00	496.00
Trucking	1	ls	1,680.00	1,680.00
Materials	1	ls	770.90	770.90
Crackfilling	1	ls	890.00	890.00

A FINANCE CHARGE of 1.5% will be applied to the portion of the previous balance outstanding for more than 30 days. This is an annual percentage rate of 18.0%.
COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES WILL BE ADDED TO ACCOUNTS REFERRED FOR COLLECTION.

Subtotal	$102,406.20
Sales Tax (6.35%)	$0.00
Total	$102,406.20
Payments/Credits	$0.00
Balance Due	$102,406.20

Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer

3 of 3

#6

FINANCE DEPARMENT MEMO

June 10, 2026

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Contract Award through Cooperative Purchasing- BOE CHROMEBOOKS AND DESKTOP COMPUTERS

Dear First Selectman Brule:

In keeping with Section 3.08.010 of the Purchasing Ordinance- Cooperative Purchasing, the Purchasing Department, on behalf the Waterford Board of Education after due diligence and careful consideration, is respectfully seeking the Board's approval to Award the following contracts:

- Chromebooks/Chromebook Plus notebooks-Vivacity Technology Tech PBC (Equalis Group Contract R10-1173F) in the amount of $229,188.00.
- Desktop Computers- Dell Technologies (NASPO/State Contract 23PSX0163) in the amount of $193,182.95.
-

If approved items will be ordered and Funds will be available from Line Item #20560-55044 Replacement Cycle (Desktops, Laptops, Chromebooks, iPads) on July 1, 2026.

Sincerely,

Shea Davy

Shea Davy
Purchasing Agent,
Town of Waterford

WATERFORD PUBLIC SCHOOLS

Mr. Thomas W. Giard III
Superintendent of Schools

Mr. Mark Geer
Director of Information Technology

June 9th 2026

Mr. First Selectman,

The Waterford Board of Education would like to request a bid waiver for the purchase of student Chromebooks, iPad and desktop computers.

On May 13th the RTM voted to fund the Board of Education IT CIP projects in the amount of $467,230.Expecting price escalations July 1st we are asking the Board of Selectman to process a bid waiver so that we may lock in current prices.

Waiver 1 – Dell Technologies offers a cooperative purchase under NASPO Computer Equipment and the quote is for $193,182.95. This is for the purchase of 91 desktop computers to replace the Tech Ed computers at Waterford High School and Clark Lane Middle School. These computers will be used to support the district's school to career pathways in partnership with Electric Boat.

Public Schools IT Department has been approved to participate in Dell's TechDirect program which allows us to complete in-house repairs of warranty items and well as purchase OEM parts directly from Dell.

Waiver 2 – Apple Inc. the waiver is because this vendor is a sole source provider and the quote is for $46,389. This is for the purchase of 141 Apple iPad to replace end life units that are being used in the districts One to One program. Purchasing directly from Apple allows the district to take advantage of Apple for Education pricing as well as having these devices automatically enrolled into the District's Mobile Device Management which allows us to quickly and efficiently install updates, software and locate missing devices.

Waiver 3 – Vivacity Technology offers a cooperative pricing under Equalis (R10-1173F) which was also the agreement used last year and the quote is for $192,528. This is for the purchase of 382 Chromebooks, Google licensing as well as a 4 year accidental breakage warranty. These will replace end of life student Chromebooks which are used for the district's One to One device program.

Waiver 4 – Vivacity Technology offers a cooperative pricing under Equalis (R10-1173F) which was also the agreement used last year and the quote is for $36,660. This is for the purchase of 52 Chromebook Plus notebook computers with Google licensing. These devices will be used to replace end of life teacher laptops.

Respectively,

Mark Geer
Director of Information Technology

15 Rope Ferry Road • P.O. Box 284 • Waterford, CT 06385
Phone: 860-444-5801 • Fax: 860-444-5870 • www.waterfordschools.org

VIVACITY

Vivacity Tech PBC
641 Fairview Ave
Saint Paul, MN 55104
(877) 731-2069
vivacitytech.com

Quote
58479653669
Quote expires: June 23, 2026

Account Name	Project Name	Payment Terms
Waterford School District	(382) Asus devices - Waterford School District	Net 30

Prepared For	Sales Representative	Contract
Mark Geer mgeer@waterfordschools.org +18604445801 ext 1136	Angel Kevadia akevadia@vivacitytech.com	Equalis (R10-1173F)

Products & Services

Item & Description	Quantity	Price	Total
Asus CZ1104CM4A-YB84 Chromebook MediaTek/8 GB/64 GB NT (CZ1104CM4A-YB84) Asus CZ1104CM4A-YB84 Chromebook - MediaTek/8GB/64GB - Non-Touch	382	$352.00	$134,464.00
Google Chrome OS Education License (CROSSWDISEDUNEW) Chrome OS Education License	382	$32.00	$12,224.00
Vivacity Tech 4-Year Vivacity Tech Vsuite Pro (Non-Touch) (VT-4YR-EMPLUS-NT) 4-Year Vivacity Tech Vsuite Pro (Non-Touch): Includes choice of Vivacity case or Charging Solution Blue Light Blocking Screen Protector installed by Vivacity Tech Covers both manufacturer defects and accidental damage Enhanced Priority repair for all covered devices No deductibles, claim limits, or shipping charges Battery and power adapter coverage Theft and loss coverage Self-Maintainer option available Dream Asset Management Subscription Repair Academy Subscription By purchasing a Vivacity Branded Warranty, you agree to the terms and conditions of the warranty. Full T&C's are available on the Dream portal or upon request.	382	$100.00	$38,200.00

Item & Description	Quantity	Price	Total
Vivacity Tech Blue Light Blocking Tempered Glass Screen Protector for 11.6" Clamshell (VT3M11BL) Vivacity Tech Blue Light Blocking Tempered Glass Screen Protector for 11.6" Clamshell	382	$0.00	$0.00
Screen Protector Installation Service Vivacity Tech Screen Protector Installation Service	382	$0.00	$0.00
V-Suite Warranty Shell Add-on V-Suite Warranty Shell Add-on	382	$10.00	$3,820.00
Rugged Hard Shell Air Style Case for Asus Chromebook CR1104/CZ1104/BR1104/BZ1204 UZBL Rugged Hard Shell Air Style Case for Asus Chromebook CR1104/CZ1104/BR1104/BZ1204	382	$0.00	$0.00
Chromebook/Case Assembly Service Vivacity Tech Chromebook/Case Assembly Service	382	$0.00	$0.00
Vivacity Tech Future Google AI Pro for Education License Purchase (VT-GEMINI-PLACE-ITEM) Vivacity Tech Future Google AI Pro for Education License Purchase	4	$0.00	$0.00
Vivacity Tech V Suite Warranty Parts (SVC-PC) Vivacity Tech V Suite Warranty Parts	1	$0.00	$0.00
Vivacity Tech Advanced Zero Touch Enrollment (SVC-ZTE-ADV) Vivacity Tech Advanced Zero Touch Enrollment	382	$5.00	$1,910.00
Asset Tagging Service - VT Provided Vivacity Tech Asset Tagging Service - VT Provided	382	$5.00	$1,910.00
VT Quick Deploy Packaging Service (FEE-GRNSH) Vivacity Tech Quick Deploy Packaging Service	382	$0.00	$0.00
Shipping & Handling Vivacity Tech Shipping & Handling	1	$0.00	$0.00

Subtotal	$192,528.00
Total	**$192,528.00**

Terms

Credit Card Payments are subject to a 3% Convenience fee.
Vivacity Tech reserves the right to assign any order to our vendor Assignment of Funds programs. The programs are a beneficial way for Vivacity to accommodate education or government end user orders. Please note that under these programs, the remittance address may change and additional paperwork may be required. Should this order be allocated to one of these programs, the Vivacity procurement team will follow up with further communication. We thank you in advance for your assistance in facilitating Vivacity's participation in these beneficial partnership programs. Pricing provided on Quotes expires on the expiration date stated on each Quote or while supplies last. If pricing is no longer accurate at the time of purchase your dedicated Account Manager will work with you to create an updated Quote.

Vivacity Tech PBC is the first and only Public Benefit Corporation to provide technology hardware to schools.
We are excited about this opportunity to work with you and your school district!

VIVACITY

Vivacity Tech PBC
641 Fairview Ave
Saint Paul, MN 55104
(877) 731-2069
vivacitytech.com

Quote

61024589652

Quote expires: June 23, 2026

Account Name	Project Name	Payment Terms
Waterford School District	(Asus Chromebook Plus) - Waterford School District	Net 30

Prepared For	Sales Representative	Contract
Mark Geer mgeer@waterfordschools.org +18604445801 ext 1136	Angel Kevadia akevadia@vivacitytech.com	No Contract Selected

Products & Services

Item & Description	Quantity	Price	Total
Asus CX3402CVA-DB388T-GR Chromebook Plus Intel Core 3 100U/8 GB/128 GB TS (CX3402CVA-DB388T-GR) Asus CX3402CVA-DB388T-GR Chromebook Plus - Intel Core 3 100U/8GB/128GB - Touch	52	$673.00	$34,996.00
Google Chrome OS Education License (CROSSWDISEDUNEW) Chrome OS Education License	52	$32.00	$1,664.00
Shipping & Handling (FEE-S&H) Vivacity Tech Shipping & Handling	1	$0.00	$0.00

Subtotal	$36,660.00
Total	**$36,660.00**

Terms

Credit Card Payments are subject to a 3% Convenience fee.
Vivacity Tech reserves the right to assign any order to our vendor Assignment of Funds programs. The programs are a beneficial way for Vivacity to accommodate education or government end user orders. Please note that under these programs, the remittance address may change and additional paperwork may be required. Should this order be allocated to one of these programs, the Vivacity procurement team will follow up with further communication. We thank you in advance for your assistance in facilitating Vivacity's participation in these beneficial partnership programs. Pricing provided on Quotes expires on the expiration date stated on each Quote or while supplies last. If pricing is no longer accurate at the time of purchase your dedicated Account Manager will work with you to create an updated Quote.

Vivacity Tech PBC is the first and only Public Benefit Corporation to provide technology hardware to schools.
We are excited about this opportunity to work with you and your school district!

PARTICIPATING DEALER AGREEMENT

This Participating Dealer Agreement ("Agreement") is made and entered into as of the last date of signature below ("Effective Date") by and between Vivacity Tech PBC ("Reseller"), having its place of business at 505 W Minnehaha Ave W #100 St Paul MN 55103, and SYNNEX Corporation ("SYNNEX"), having its place of business at 44201 Nobel Drive, Fremont, California 94538.

BACKGROUND

This Agreement governs the appointment of Reseller as a nonexclusive authorized reseller of Products (as defined below) through the Equalis Group Contract – Contract No. EQ-013120-01 – Technology Software, Equipment, Services and Related Solutions ("Contract"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and any Exhibits attached hereto (if any):

The duly authorized representatives of the parties have executed and delivered this Agreement as of the Effective Date.

SYNNEX Corporation	RESELLER
By: E-SIGNED by Daniel Brennan on 2020-08-27 15:30:11 GMT	By: E-SIGNED by Desiree Larson on 2020-08-27 15:24:20 GMT
Name: Daniel Brennan	Name: Desiree Larson
Title: Vice President & Senior Counsel	Title: Controller
Date: August 27, 2020	Date: August 27, 2020

P.S.A.

GENERAL TERMS AND CONDITIONS

SECTION 1 DEFINITIONS.

1.1 "Confidential Information" shall mean the information of a party, which information is conspicuously marked with "Confidential," or "Proprietary" or other similar legend. If Confidential Information is orally disclosed it shall be identified as such at the time of disclosure and a brief written non-confidential description of the information and confirmation of the confidential nature of the information shall be sent to the recipient within thirty (30) days after the disclosure. Quantities, schedules, pricing, sales reports and inventory reports shall be considered Confidential Information hereunder whether disclosed orally or in writing, or whether or not marked "Confidential" or "Proprietary." Confidential Information does not include information that: (1) was in the possession of, or was known by, the receiving party prior to its receipt from the disclosing party, without an obligation to maintain its confidentiality; (2) is or becomes generally known to the public without violation of this Agreement; (3) is obtained by the receiving party from a third party, without an obligation to keep such information confidential; or (4) is independently developed by the receiving party without use of Confidential Information.

1.2 "Customer" means Endusers authorized to purchase through the Contract.

1.3 "Reseller" shall have the meaning set forth in the Signature Page.

1.4 "Contract Price List" is the negotiated contractual pricing for the Products.

1.5 "Products" means the products that are available to be sold through the Contract.

SECTION 2 APPOINTMENT AND LICENSE.

2.1 Appointment, License Grant and Sublicense. Subject to the terms and conditions of this Agreement and the qualification requirements delineated herein, SYNNEX hereby appoints Reseller, and Reseller hereby accepts the appointment, as a non-exclusive authorized Dealer of Products to Customers who can purchase through the Contract. SYNNEX grants to Reseller a nontransferable and nonexclusive license during the term of this Agreement to distribute the Products and any software (only as incorporated in the Products) to Customers.

2.2 Authority. Except as expressly set forth in this Agreement, Reseller will have no authority to bind SYNNEX or its suppliers to any contract, representation, understanding, act or deed concerning SYNNEX, its suppliers or any Products covered by this Agreement without SYNNEX's prior written consent. This Agreement will not be deemed to establish a joint venture or partnership. Reseller will make no warranties or representations, such as representations concerning prices, terms of delivery and payment, or conditions of sale, relating to the Products unless SYNNEX authorizes such warranties and representations in writing. The parties recognize and agree that the reseller relationship referenced herein does not establish privity of contract between Reseller and Customer. Reseller expressly understands that the scope of its representation is limited to the terms of this Agreement.

2.3 Sales to End Users Only. Unless otherwise authorized by SYNNEX in writing, Reseller shall only sell Products to Customers who do not intend to further remarket such Products.

2.4 Reserved Rights. This Agreement shall in no way limit SYNNEX's ability to sell, directly or indirectly, any Products to any Customers, and Reseller shall not be entitled to any commission or other compensation with respect to such sales. SYNNEX shall be entitled to appoint other reseller(s) for any Customers without notice or liability to Reseller.

2.5 Procurement of Products. Any Products sold to Customer by Reseller under the Contract must be procured through SYNNEX.

SECTION 3 RESELLER OBLIGATIONS.

3.1 Contract Pricing. Reseller shall comply with the approved product and pricing of the Contract. The Contract Pricing will be maintained for the term of this Agreement, including any extensions.

3.2 Warranty. Contract Pricing includes the standard warranty provided by the manufacturer. Additional extensions of the warranty beyond the standard warranty will be an additional cost to the Customer.

3.3 Ordering Instructions. Reseller agrees to send orders to SYNNEX through a SYNNEX approved method. Reseller is responsible for ensuring that only authorized employees place, change or delete orders and that the orders conform to all requirements of this Agreement.

3.4 Customer Purchase Order Forms. Reseller agrees to provide a copy of the Customer's purchase order when placing an order to SYNNEX through this Contract.

3.5 Audit. SYNNEX shall, at all reasonable times and for five (5) years after termination or expiration of this Agreement, have full access to Reseller's books, records, files and related correspondence relating to Reseller's performance under this Agreement.

3.6 Purchase Volume Reports. Reseller shall submit a point of sale report of sales through this Agreement on the provided template to Equalis@synnex.com no later than the fifth (5^{th}) day of the preceding month.

3.7 Contract Fee. Reseller is responsible for payment of the contract fee associated with this Agreement (the "Contract Fee"), the amount of which is based on the pricing charged to the Customer as delineated in the monthly point of sale report in Section 3.6. Unless otherwise instructed by SYNNEX, Reseller shall provide the Contract Fee to SYNNEX within 30 days following the end of the preceding month.

3.8 Reseller Services. Reseller must request a one-off approval from SYNNEX to include their services in a contract quote and/or order.

3.9 Contract Terms and Conditions. Reseller agrees to comply with the terms and conditions of the Contract.

SECTION 4 ORDERS, PAYMENT AND DELIVERY

4.1 Ordering Information. Reseller shall ensure that Customers are eligible to purchase through the Contract.

4.2 Order Acceptance. All orders shall be subject to SYNNEX's acceptance, and SYNNEX shall have no liability for any orders it rejects.

4.3 Shipment and Payment. The negotiated price includes delivery to the Customer, FOB Origin standard ground freight within the continental US only. Customers may be charged additional fees if shipment must be expedited, requires special handling or delivery and/or OCONUS delivery.

4.4 Timely Shipment. SYNNEX will use commercially reasonable efforts to meet the Customer's requested delivery date at the location specified by the Customer.

4.5 Timely Processing. Reseller will use its best commercial efforts to process orders and to provide customer service and support in a timely manner.

4.6 Payment. Reseller's standard credit terms will apply to all orders under this Agreement.

SECTION 5 ADDITIONAL DUTIES OF RESELLER

5.1 Best Efforts. Reseller shall use its best efforts to promote and sell the Products to Customers, all consistent with good business ethics and in a manner that will reflect favorably on SYNNEX.

5.2 Compliance. Reseller shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and executive orders. If either party receives any notice or becomes aware of any violation of any applicable law, statute, rule, regulation or ordinance by the Products or the distribution thereof, such party shall promptly notify the other party of such notice or violation.

5.3 Conduct of Reseller. Reseller shall at all times refrain from engaging in any illegal, unfair, or deceptive trade practices or unethical business practices whatsoever. Reseller shall not make any false or misleading representations to Customers or other persons with regard to SYNNEX or the Products. Reseller shall not make any representations with respect to the specifications, features, or capabilities of Products which are not consistent with those described in the manufacturer's publicly-available Product documentation.

5.4 No Contract Modification. Reseller shall not alter, change, or modify in any way, any contract or order under any contract between SYNNEX and any Customer. Reseller will indemnify and hold SYNNEX harmless from any alteration, change, or modification to a contract between SYNNEX and any Customer caused by the actions of Reseller.

5.5 Failure to comply with any of the provisions of this section will result in immediate termination of Reseller.

SECTION 6 QUALIFICATIONS OF RESELLER

6.1 Good Standing. Reseller's business and credit accounts with SYNNEX must be current and in good standing. Reseller cannot have defaulted on any payments due to SYNNEX and must have a history of prompt and timely payments for all amounts due SYNNEX.

6.2 Reseller Financials. Reseller agrees to provide SYNNEX with updated credit information on request. Reseller understands and agrees that SYNNEX may order a credit report in connection with the Agreement.

SECTION 7 CONFIDENTIALITY.

7.1 Confidentiality Obligations. The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this **Section 7.1**. Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this **Section 7.1**. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this **Section 7.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 8 <u>STAFFING</u>.

8.1 <u>Staffing</u>. Each of the parties agrees not to solicit, hire or engage any employees of the other party that are directly involved in the activities of the other party in connection with this Agreement during the period such employees are employed by the other party and for a period of one hundred eighty (180) days after the date of such employee's termination of employment from the other party. Each party acknowledges that any material violation of the rights and obligations provided in this **Section 8.1** may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding **Section 13.6**, each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

SECTION 9 <u>LIMITATION OF LIABILITY</u>.

9.1 EXCEPT FOR A BREACH OF **SECTION 7.1** OR **SECTION 8.1**, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENTS INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR HEREUNDER.

SECTION 10 <u>INDEMNIFICATION</u>

10.1 <u>Reseller Indemnification</u>. Reseller will indemnify, defend and hold harmless SYNNEX, its dealers, employees, successors, assigns, parent company and affiliated companies (each individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of Reseller's acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to any of the Indemnified Parties, the Products or this Agreement, regardless of the form of action. Reseller shall pay any damages and costs assessed against the Indemnified Parties in connection with such claim. Any Indemnified Party shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. Reseller shall not enter into any settlement that affects an Indemnified Party's rights or interests without such Indemnified Party's prior written approval.

10.2 SYNNEX Indemnification. SYNNEX will indemnify, defend and hold harmless Reseller from and against any and all claims, demands, causes of action, expenses (including reasonable attorneys' fees) and liabilities, arising out of SYNNEX's wrongful acts or omissions relating in any way to its activities in connection with this Agreement, or actual or alleged misrepresentation relating to the Products or this Agreement, regardless of the form of action. SYNNEX shall pay any damages and costs assessed against Reseller in connection with such claim. Reseller shall have the right, at its own expense, to participate and be represented in any such action, suit or proceeding by its own attorneys. SYNNEX shall not enter into any settlement that affects Reseller's rights or interests without Reseller's prior written approval.

SECTION 11 INTELLECTUAL PROPERTY

11.1 Nothing contained in this Agreement shall give Reseller any interest, license or right in any trademark, name, logo, or other trade designation of SYNNEX or any SYNNEX parent or affiliated company. Reseller agrees that it will not at any time during or after this Agreement assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark or logo belonging to or licensed to any SYNNEX parent or affiliated company or the rights therein.

SECTION 12 TERM AND TERMINATION.

12.1 Term. The initial term of this Agreement shall commence on the Effective Date of this Agreement and extend for one (1) year thereafter, with automatic one year renewals unless terminated according to one or more of the following provisions:

(A) At any time upon the mutual written agreement of both parties;

(B) By either party with or without cause upon thirty (30) days prior written notice of termination to the other party;

(C) By either party, following a material breach of this Agreement by the other party and the breaching party's failure to cure such breach within thirty (30) days of it receiving written notice of such breach;

(D) By SYNNEX, immediately upon written notice, in the event Reseller breaches **Section 5**; and

(E) By either party upon the other party seeking an order for relief under the bankruptcy laws of the United States or similar laws of any other jurisdiction, a composition with or assignment for the benefit of creditors, or dissolution or liquidation.

Notwithstanding the foregoing, SYNNEX may in its sole discretion, and without any further liability or obligation of any kind, revoke its appointment of Reseller by providing five (5) business days written notice.

12.2 Effect of Termination. The termination of this Agreement shall in no way affect the obligations of either party regarding orders accepted by SYNNEX prior to the effective date of such termination.

12.3 Return of Confidential Information. Upon termination of this Agreement by either party, each party shall return all originals and copies of Confidential Information or destroy the same with certification of such destruction, provided, however, that the Receiving Party may retain an archival copy of Confidential Information as required by record retention policies or law.

12.4 Survival. Provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.

SECTION 13 MISCELLANEOUS.

13.1 Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties relating to such transactions. The Exhibits attached hereto are considered to be a part of this Agreement. No modification of this Agreement shall be binding, unless in writing and signed by an authorized representative of each party.

13.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party hereto shall in any way sell, transfer, assign, or otherwise dispose of any of the rights, privileges, duties and obligations granted or imposed upon it under this Agreement; *provided, however*, SYNNEX shall have the right to assign its rights, duties and responsibilities under this Agreement to an affiliate of SYNNEX. An affiliate of SYNNEX means any corporation, partnership or other business entity which controls, is controlled by, or is under common control with SYNNEX.

13.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except in those instances where removal or elimination of such invalid, illegal, or unenforceable provision or provisions would result in a failure of consideration under this Agreement, such invalidity, illegality or unenforceability shall be severed and shall not affect any other provision hereof. Furthermore, the severed provision shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, illegal or unenforceable.

13.4 Force Majeure. Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

13.5 Independent Contractor. SYNNEX and Reseller are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.6 Disputes. Both parties agree to negotiate in good faith the settlement of any disputes that may arise under this Agreement. If necessary, such disputes shall be escalated to appropriate senior management of each party. In the event that such good faith settlements fail, excluding any and all disputes and controversies arising out of or in connection with **Sections 7.1** or **8.1**, any and all other disputes and controversies of every kind and nature between the parties arising out of or in connection with the existence, construction, validity, interpretation, or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this Agreement shall be submitted to binding arbitration, pursuant to the Rules of the American Arbitration Association, before a single arbitrator in Alameda County, California. In the event the parties cannot agree on the arbitrator, then an administrator of the American Arbitration Association shall select an appropriate arbitrator from among arbitrators of the American Arbitration Association with experience in commercial disputes related to technology products. In the event of any litigation arising out of this Agreement or its enforcement by either party, the prevailing party shall be entitled to recover as part of any judgment, reasonable attorneys' fees and court costs.

13.7 No Waiver. The failure of either party to require performance by the other party of any provision of this Agreement shall not affect the full right to require such performance at any later time, nor shall the waiver by a party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

13.8 Jurisprudence. This Agreement shall be governed by and construed in accordance with the laws of California and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.9 Notice. All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

13.10 Exhibits. Each Exhibit attached hereto is incorporated herein by this reference. The parties may amend any Exhibit from time to time by entering into a separate written agreement, referencing such Exhibit and specifying the amendment thereto, signed by an authorized employee of each of the parties.

* * * * * * *

SYNNEX **GOVSolv**

equalis GROUP

About Equalis Group

Equalis Group is an innovative cooperative purchasing organization that believes in the power of partnership. Their leadership team has decades of experience within the public and private procurement environments, with specific experience in cooperative purchasing, supply chain improvement, and relationships that extend throughout the procurement channel. The mission of Equalis Group is to continuously improve the measurable and meaningful impact of cooperative services for everyone throughout the supply chain.

Who Can Use Equalis?

Equalis Group membership is open to all public sector end-user entities, including:

- Local Governments
- K-12 Entities
- Higher Education Entities
- State Agencies

Private Sector companies and agencies who would benefit from cost-savings associated with leveraging the purchasing power of a national cooperative contract, are also eligible for membership.

Contract Name

SYNNEX Equalis Group Contract Number: EQ-013120-01 Technology Software, Equipment, Services and Related Solutions

Term

May 1, 2020 – May 1, 2023, plus 4 optional one-year renewals.

Awarded Manufacturers

The Equalis Group Contract covers all vendor product lines available at SYNNEX. SYNNEX and manufacturers' standard commercial certifications/authorizations are required for participation, in addition to any requirements specific to Public Sector or this contract.

Freight

All deliveries to Equalis Group members shall be freight prepaid, FOB Destination. For authorized Dealers, all standard commercial freight policies will apply. Possible assistance with freight will be determined on a case by case basis. Additional freight costs may apply for white glove, special and expedited delivery requirements, and can be charged under the contract upon agreement by the member agency.

Contract Pricing

SYNNEX Equalis Group EQ-013120-01 (Not-to-Exceed) Contract Pricing:

- **4% Discount from MSRP** applicable to all manufacturing lines, (unless noted in Exceptions below)
- **2% Discount from MSRP** for the following:

https://www.synnexcorp.com/us/govsolv/equalisgroup/

DELL Technologies

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jun. 23, 2026.**

You can download a copy of this quote during checkout.

Quote No.	**3000203662083.1**
Total	**$193,182.95**
Customer #	3989882
Quoted On	Jun. 09, 2026
Expires by	Jun. 23, 2026
Contract Name	Dell NASPO Computer Equipment PA - Connecticut
Contract Code	C000001171501
Customer Agreement #	23026 / 23PSX0163
Deal ID	30194888

Sales Rep	Payton Frederick
Phone	1(800) 4563355, 6178036
Email	Payton.Frederick@dell.com
Billing To	ACCOUNTS PAYABLE WATERFORD PUBLIC SCHOOLS 15 ROPE FERRY RD WATERFORD, CT 06385-2886

Message from your Sales Rep

Please contact me at 512-513-0667 if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Payton Frederick

Additional Comments

Ask me about our Dell Business Credit and Leasing Promotions!

Shipping Group

Shipping To

IT DEPT
WATERFORD PUBLIC SCHOOLS
22 ROPE FERRY RD
WATERFORD, CT 06385-2850
(860) 440-0565

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Max Slim FCS1250	**$1,978.25**	**91**	**$180,020.75**
Dell Pro 14 PC14250	**$1,096.85**	**12**	**$13,162.20**

Subtotal:	$193,182.95
Shipping:	$0.00
Non-Taxable Amount:	$193,182.95
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$193,182.95

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To	Shipping Method
IT DEPT WATERFORD PUBLIC SCHOOLS 22 ROPE FERRY RD WATERFORD, CT 06385-2850 (860) 440-0565	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Max Slim FCS1250 Estimated delivery if purchased today: Jun. 25, 2026 Contract # C000001171501 Customer Agreement # 23026 / 23PSX0163	$1,978.25	91	$180,020.75

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max Slim (FCS1250) CTO Base	210-BPST	-	91	-
Intel Core Ultra 7 265K (30 MB cache, 20 cores, 20 threads, 3.3 GHz to 5.5 GHz, 125W)	338-CSCG	-	91	-
Windows 11 Pro	619-BBQD	-	91	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	91	-
Mouse included with Keyboard	570-AADI	-	91	-
Intel Integrated Graphics	490-BKSG	-	91	-
32GB: 2 x 16 GB, DDR5, 5600 MT/s, non-ECC	370-BCTK	-	91	-
1TB SSD TLC with DRAM M.2 2280 PCIe Gen4 SED Ready	400-BSWM	-	91	-
No Hard Drive	400-AKZR	-	91	-
Storage Config C6, 2280 boot	449-BCJF	-	91	-
No Hard Drive Bracket	575-BBKX	-	91	-
NO RAID	817-BBBN	-	91	-
No Wireless LAN Card	555-BLXZ	-	91	-
Intel vPro Enterprise	631-BCCZ	-	91	-
ENERGY STAR Qualified	387-BBLW	-	91	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	91	-
Documentation	340-DNBV	-	91	-
Shipping Material (DAO)	340-CBUU	-	91	-
Shipping Material (DAO)	340-DTSR	-	91	-
Custom Configuration	817-BBBB	-	91	-
Quick Setup Guide	340-DTYN	-	91	-
US Reese coin battery Package Warning label	389-FKHB	-	91	-
Dell Pro Max Slim with 360W (80 Plus Platinum) PSU (with system fan), DAO	321-BLSC	-	91	-
Intel Rapid Storage Technology Driver	409-BCYS	-	91	-
Intel(R) Core(TM) Ultra 7 vPro Processor Label	389-FJVS	-	91	-
Dell Precision / Pro Max Desktops TPM	340-ACBY	-	91	-
EPEAT Gold with Climate+	379-BDZB	-	91	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	91	-

English, French, Spanish, Brazilian Portuguese	619-BBPD	-	91	-
125W CPU Air Cooler	412-BCBQ	-	91	-
No Option Included	340-ACQQ	-	91	-
No Optical Drive	429-BBCL	-	91	-
Integrated Intel SATA Controller	403-BBCE	-	91	-
FSJ Regulatory Label, 360W Platinum	389-FJZS	-	91	-
Watch Dog SRV	379-BFYR	-	91	-
CMS Essentials DVD no Media	658-BBTV	-	91	-
No Fans Included	384-BDRW	-	91	-
No Hard Drive	400-AKZR	-	91	-
No Hard Drive	400-AKZR	-	91	-
No Media Card Reader	385-BBBL	-	91	-
Dell Limited Hardware Warranty Plus Service	716-2638	-	91	-
ProSupport Next Business Day Onsite 3 Years	717-0809	-	91	-
ProSupport 7x24 Technical Support 3 Years	717-0821	-	91	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	91	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	91	-
Dell Pro Max Slim FCS1250	658-BFWB	-	91	-
CyberLink PowerDirector 2026 & PhotoDirector 2026	634-CZWS	-	91	-

	Unit Price	Quantity	Subtotal
Dell Pro 14 PC14250	$1,096.85	12	$13,162.20

Estimated delivery if purchased today:
Jun. 24, 2026
Contract # C000001171501
Customer Agreement # 23026 / 23PSX0163

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 14 (PC14250) XCTO Base	210-BQGZ	-	12	-
Intel(R) Core(TM) Ultra 5 235U vPro(R) (12 TOPS NPU, 12 cores, up to 4.9 GHz)	379-BGGV	-	12	-
Windows 11 Pro	619-BBQD	-	12	-
Platinum silver color, metallic finish	354-BBKF	-	12	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s, single channel	370-BCMP	-	12	-
Integrated Intel(R) graphics for Intel(R) Core(TM) Ultra 5 235U vPro(R) processor	338-CSJF	-	12	-
256 GB TLC SSD	400-BSKQ	-	12	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	12	-
14", Non-Touch, FHD+, IPS, 400 nits, 45% NTSC, Anti-Glare, FHD Cam	391-BKQN	-	12	-
No Fingerprint Reader, vPro (ARL)	346-BLPM	-	12	-
FHD RGB HDR Camera, 1080p at 30 fps, TNR, Camera Shutter, Microphone	319-BBKK	-	12	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	12	-
Intel vPro Enterprise Management Disabled	631-BCDN	-	12	-
Intel(R) AX211 WLAN Driver	555-BMLY	-	12	-

Intel(R) Wi-Fi 6E AX211, Qualified against Bluetooth(R) Core 5.4 wireless Card	555-BLLQ	-	12	-
3-cell, 45 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKT	-	12	-
65W USB-C AC adapter	492-BDTG	-	12	-
E4 Power Cord 1M for US	537-BBDO	-	12	-
Quick Start Guide	340-DTVR	-	12	-
Documentation	340-DNBV	-	12	-
ENERGY STAR Qualified	387-BBLW	-	12	-
Custom Configuration	817-BBBB	-	12	-
Dell Pro 14 (PC14250) Mix Model, 65W, Type-C	340-DVZR	-	12	-
EPEAT Gold with Climate+	379-BDZB	-	12	-
Intel® Rapid Storage Technology Driver	409-BCYT	-	12	-
Intel(R) Core(TM) Ultra 5 Processor Label	389-FGFR	-	12	-
ProSupport: Next Business Day Onsite, 1 Year	714-0174	-	12	-
ProSupport: Next Business Day Onsite, 2 Year Extended	714-0181	-	12	-
ProSupport: 7x24 Technical Support, 3 Years	714-0197	-	12	-
Dell Limited Hardware Warranty	714-0313	-	12	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	12	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	12	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	12	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	12	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	12	-
CyberLink PowerDirector 2026 & PhotoDirector 2026	634-CZWS	-	12	-

Subtotal:	**$193,182.95**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$193,182.95**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Participating Addendum

This Participating Addendum ("Participating Addendum" or "Contract") is made by and between the State of Connecticut, acting by its Department of Administrative Services ("Participating Entity"), under the authority of Sections 4a-2, 4a-51, 4a-53, 4a-60b and 4d-2 of the Connecticut General Statutes, and Dell Marketing, L.P. DBA Dell ("Contractor").

1. Scope

This Participating Addendum allows for the purchase of computer equipment, peripherals, and related services, led by the state of Minnesota ("Lead State") along with a multi-state sourcing team for use by state of Connecticut agencies and political subdivisions and institutions.

The State of Connecticut, Department of Administrative Services ("Participating Entity ") will identify this Participating Addendum as the state of Connecticut ("State"), Department of Administrative Services ("DAS"), Procurement Division Contract # 23PSX0163.

2. Participation

The National Association of State Procurement Officials ("NASPO") is the Cooperative Purchasing Organization, LLC doing business as NASPO ValuePoint. Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State's statutes to use State contracts are subject to the prior approval of the State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State agency, political subdivision and institution ("Purchasing Entity") that purchases under the NASPO ValuePoint Master Agreement Number 23026 as executed by the Lead State and the Contractor ("Master Agreement," attached as Exhibit C) will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Purchasing Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities.

This Participating Addendum is effective upon the date it is approved by the Office of the Connecticut Attorney General below ("Effective Date").

3. Order of Precedence

a. This Participating Addendum. The Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the terms of the Master Agreement.

b. Master Agreement (including negotiated terms and conditions).

These documents shall be read to be consistent and complementary. Any conflict between these documents shall be resolved by giving priority to these documents in the order listed above.

4. Primary Contacts

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	Dell Marketing L.P.
Address:	One Dell Way, Round Rock, Texas 78682
Contact Person:	Ashley Salinas, SLED Contract Program Manager
Telephone:	(512) 720-6034
E-mail:	A.Salinas@dell.com
With Copy to:	Lynda.Mcniff@dell.com and Dell_Legal_Notices@Dell.com

Participating Entity:

Name:	State of Connecticut, Department of Administrative Services, Procurement Division
Address:	450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person:	Alison Monroe
Telephone:	(860) 713-5627
E-mail:	Alison.Monroe@ct.gov

5. Orders

Any order placed by a Purchasing Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement.

All Purchase Orders must reference both "Master Agreement No. 23004" and the "DAS Contract No. 23PSX0163."

6. Participating Entity Modifications or Additions to Master Agreement

6.1 Definitions

The following definitions apply to this Participating Addendum:

a. **Business Day**

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. **Claims**

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

c. **Client Agency**

Any Purchasing Entity, department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State, non-profit organization organized in the State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

d. **Confidential Information**

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

e. **Confidential Information Breach**

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

f. **Contractor IP**

Contractor's materials and other intellectual property (1) in existence prior to this Contract, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables.

g. **Contractor Parties**

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

h. **Corrective Action Plan, or CAP**

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

i. **Deliverable**

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

j. **Documentation**

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

k. **Goods**

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

l. **Improvement**

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

m. **Maintenance Services**

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

n. **Materials**

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

o. **Perform**

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

p. **Purchase Order**

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

q. **Records**

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

r. **Services**

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

s. **Specifications**

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

t. **Statement of Work ("SOW")**

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

u. **System**

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

v. **Term**

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

w. **Termination**

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

6.2 Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3 Forum and Choice of Law

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

6.4 Sovereign Immunity

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

6.5 Summary of State Ethics Laws

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

6.6 Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of $50,000 or more, or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

6.7 Executive Orders and Other Enactments

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

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

6.8 Nondiscrimination

a. For purposes of this Section, the following terms are defined as follows:

1. "Commission" means the Commission on Human Rights and Opportunities;

2. "Contract" and "contract" include any extension or modification of the Contract or contract;

3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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

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

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

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such

Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

6.9 Indemnification

a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

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

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

d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the

Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

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

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

6.10 Tangible Personal Property

a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;

2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11 Audit and Inspection of Plants, Places of Business and Records

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

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

c. The State shall make all requests for any audit or inspection in writing to SLED.PMO@dell.com and shall provide the Contractor with at least forty eight (48) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

d. Contractor shall pay for all reasonable costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

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

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

6.12 Protection of Confidential Information

a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.

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

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

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

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

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

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

c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

6.13 Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations related to transaction(s) involving State awarded funds under this Participating Addendum. The State Auditors of Public Accounts shall have access to all records and accounts related to transaction(s) involving State awarded funds under this Participating Addendum for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable. If multiple Client Agencies require financial audits during the same year, Contractor shall work with such Client Agencies to schedule the minimum number of financial audits necessary to meet the needs of these Client Agencies.

6.14 Lead State Terms that Do Not Apply to the State

No provision in the Master Agreement or any of its Exhibits, shall apply to the State, the Participating Entity or any of the Purchasing Entities if the provision violates sovereign immunity or conflicts with this

Participating Addendum. If a provision requires the State to indemnify the Contractor or requires that the parties are bound by binding arbitration, that requirement constitutes a violation of sovereign immunity.

The following do not apply to the State and are deleted in their entirety:

a. Section 1 Conflict of Terms/Order of Precedence of Exhibit A of the Master Agreement.
b. Section 21 Warranty is deleted in its entirety and replaced with:
    1. "Warranty for Goods. Contractor shall provide a warranty on all Contractor-branded hardware Goods, under normal usage, against defects in material and workmanship including all parts and labor as specified in the applicable warranty tied to the particular Contractor-branded Good at the time of purchase for a period of twelve (12) months or the manufacturer's standard warranty, whichever is greater, as specified in the Contractor invoice or quote applicable to the particular product, from Client Agency Acceptance of the Goods. Additional terms governing the limited warranties for Contractor-branded hardware are in the applicable Documentation or product notice for the specific Contractor-branded hardware products, provided that such additional terms must not degrade the minimum warranties provided in this section. Contractor shall, at its option, repair or replace the affected Contractor-branded hardware during the applicable warranty period. All warranty work required, and any parts provided during the applicable warranty period are solely at Contractor's cost. If Contractor is unable to repair or replace the affected Contractor-branded hardware product within a reasonable time, then Contractor will refund the Client Agency the amount paid for the affected Contractor-branded hardware product, upon return of such Contractor-branded hardware product to Contractor. The warranty must include packaging, handling, and shipping required to replace the defective Goods or parts, at no charge to the Client Agency.
    2. Warranty for Third Party Goods. Any warranty on a Third-Party Product is provided by the third-party publisher or original manufacturer of such Third-Party Product. Third-Party Products are subject to the standard license, services, warranty, and other applicable terms of the third-party manufacturer or third-party publisher. All Third-Party Products are provided by Contractor "as is." Contractor shall facilitate the manufacturer or publisher warranty and maintenance of third-party products furnished through this Participating Addendum and such manufacturer or publisher shall make repairs and provide replacement of faulty units, assemblies or parts as necessary pursuant to the manufacturer's or publisher's standard warranty during the applicable manufacturer or publisher standard warranty period. All warranty work required under the manufacturer's or publisher's standard warranty, and any parts provided pursuant to the manufacturer's or publisher's standard warranty are solely at Contractor's cost during the applicable warranty period.
    3. Warranty for Software. For the specific Contractor-branded generally available software, whether microcode, firmware, operating systems or applications ("Warranted Software"), Contractor warrants that Warranted Software will substantially conform in all material respects to its Documentation as of the time of Client Agency purchase for a period of ninety (90) days following Client Agency Acceptance of the Warranted Software (the "Software Warranty Period"). Additional terms governing Warranted Software are included in the applicable Documentation for Warranted Software for which a warranty is provided and such additional terms do not and will not be interpreted to degrade the minimum warranties provided in this section. Any breach of this warranty must be reported to Contractor during the Software Warranty Period. The State's or Client Agency's sole and exclusive remedy and Contractor's entire liability for a breach of the warranty for the Warranted Software is for Contractor, at its sole discretion, to either remedy the non-conformance or to terminate the license for the affected Warranted Software and provide a pro-rata refund of the license fees received by Contractor for such Warranted Software.
    4. Warranty for Services. Contractor warrants that it will perform each Service in accordance with generally accepted industry standards and in accordance with the Documentation as of the time of Client Agency purchase and applicable service description, including any completion criteria, contained in the Master Agreement or this Participating Addendum. The Client Agency shall provide written notice to Contractor of any failure to comply with this warranty not later than thirty (30) days after completion of the applicable Service,

identifying any failures with reasonable particularity, in order that Contractor may take corrective action to correct such failure. If Contractor is not able to correct such deficiencies for reasons for which the Contractor is responsible, then the Client Agency may terminate the affected Services for cause by providing written notice to Contractor and shall be entitled to a pro-rata refund of the portion of the fees paid to Contractor for the non-conforming Services Contractor was unable to correct.

5. The warranties set forth in this Section 6.14 do not cover problems that arise from: (i) accident or neglect by the Client Agency or any third party; (ii) any third party items with which the Contractor-branded product is not intended to be used with or other causes beyond Contractor's control; (iii) installation, operation or use not in accordance with Contractor's instructions and the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Contractor-branded product was not designed; (v) modification or alteration or repair by anyone other than Contractor personnel or (vi) causes attributable to normal wear and tear. Contractor has no obligation for: (1) Contractor-branded generally available software installed or used beyond the licensed use, or (2) Contractor-branded product whose original identification marks have been altered or removed."

c. Section 23 Payment, paragraph one, of Exhibit A of the Master Agreement is deleted in its entirety and replaced with:

"Payment after Acceptance is normally made within forty-five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later."

d. Section 27 Assignment/Subcontracts of Exhibit A of the Master Agreement.
e. Section 28 Insurance of Exhibit A of the Master Agreement.
f. Section 33 Records Administration and Audit of Exhibit A of the Master Agreement.
g. Section 34 Indemnification of Exhibit A of the Master Agreement.
h. Section 35 Limitations of Liability of Exhibit A of the Master Agreement is deleted in its entirety and replaced with:

"Limitation of Liability

a. Contractor's liability to the State shall be limited to two (2) times the amount paid by Client Agency to Contractor during the twelve (12) months preceding the date of the dispute concerning any products and services, or five (5) million dollars, whichever is greater. This limitation of liability for direct damages shall not limit Contractor's liability for:
    1. Any actual or alleged claim that the Deliverables or Services under this Contract infringe, misappropriate, or otherwise violate any intellectual property rights, including copyright and patent, by any software or other intangible deliverable, including open-source software that may be included in the System, Deliverables, or Services provided under this Contract, or to any other liability for infringement of third-party intellectual property rights;
    2. Claims arising against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct;
    3. Contractor's breach of its data security privacy obligations, including, without limitation, those obligations in this Contract; or
    4. Contractor's gross negligence, fraud, or willful misconduct.
b. Neither party shall be liable for consequential, indirect, special, punitive, or incidental damages, or lost profits from any cause under this Contract.
c. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.
d. Contractor's obligations under this section shall not extend to any combination of the Goods with any other product, system or method, unless the Goods, system or method is:
    1. Provided by the Contractor or the Contractor's subsidiaries or affiliates;
    2. Specified by the Contractor to work with the Good; or
    3. Reasonably required, in order to use the Good in its intended manner, and the infringement could not have been avoided by substituting another

reasonably available product, system or method capable of performing the same function; or

4. It would be reasonably expected to use the Good in combination with such product, system, or method."

i. Section 40 Confidentiality, Non-Disclosure, and Injunctive Relief of Exhibit A of the Master Agreement.
j. Section 42 Cancellation of Exhibit A of the Master Agreement.
k. Section 44 Defaults and Remedies of Exhibit A of the Master Agreement.
l. Section 46, Notices of Exhibit A of the Master Agreement.
m. Exhibit B Minnesota Terms and Conditions of the Master Agreement.
n. Exhibit E Contractor Terms and Conditions of the Master Agreement.

6.15 State Comptroller's Specifications

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

6.16 Chief Information Officer Approval of Subcontractors

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

6.17 Ownership Rights and Integrity of Public Records

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

6.18 Application of FOIA to Public Records Provided to Contractor

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

6.19 Nondisclosure of Public Records

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

6.20 Profiting from Public Records

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

6.21 Contractor's Obligation to Notify DAS Concerning Public Records

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

6.22 General Assembly Access to Records

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

6.23 Continuity of Systems

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

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

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

   1. Facilities and Equipment:

      Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44 , in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Systems, facilities and equipment related to or arising out of this Contract, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Contract) no later than ten (10) days from the date that the work under this Contract is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

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

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

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

6.24 Data: Access and Ownership

a. Access to Contract and State Data.

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

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded,

collected, stored, held, hosted, located or utilized by the Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located. Data does not include Contractor IP.

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

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

4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

6.25 P-Card (Purchasing Credit Card)

a. Use of Purchasing-card is allowed at time of order placement only, and not permitted for payment of invoices issued by Contractor.

b. Purchases may be made using the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes.

c. Contractor shall be equipped to receive orders issued by the Purchasing Entities using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases.

d. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

e. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

6.26 Iran Energy Investment Certification

a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of this Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of this Contract.

6.27 Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

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

6.28 Large State Contract Representation for Official or Employee of State Agency

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

6.29 Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

6.30 Order and Delivery

a. The Contractor shall Perform in accordance with this Contract and at the prices set forth in Exhibit B, Price Schedule.

b. Except as it may otherwise be set forth in the Contract or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the ordered Goods F.O.B. wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

c. Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B, Price Schedule.

6.31 Purchase Orders

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

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor or a partner in the Partner Matrix, Attachment 1 to Exhibit A.

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

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

e. The Client Agency may, in its sole discretion, deliver to the Contractor or partner in the Partner Matrix, Attachment 1 to Exhibit A any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor or partner in the Partner Matrix, Attachment 1 to Exhibit A, a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

6.32 Delivery

a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.

c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.

d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

6.33 Breach

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

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

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

d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.

e. The written notice of the Breach may include an effective Termination date . If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than forty-eight (48) hours' prior written notice before terminating this Contract.

f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.

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

6.34 Termination

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

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

c. Notices of Termination must be sent certified in accordance with Section 6.43 (Notice) of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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

f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

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

6.35 Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

6.36 Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B, Price Schedule and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

6.37 Setoff

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

6.38 Cross Default

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

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

6.39 Representations and Warranties

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

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

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

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

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

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

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

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

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

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

j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor

Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

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

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

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

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

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

p. none owes unemployment compensation contributions;

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

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

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

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

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

v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

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

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

6.40 Notice

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

6.41 Additional Requirements

Additional requirements for Purchasing Entities authorized to issue Purchase Orders under this Participating Addendum are attached as Exhibit A, Additional Requirements.

6.42 Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

6.43 Risk of Loss and Insurance

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

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

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. **Commercial General Liability**
Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount of $1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, per occurrence, and a total (or aggregate) limit of $2,000,000. The Contractor shall cause the State and its officers, agents, and employees to be included as an additional insured on the policy as respects insurable liabilities assumed by Contractor under this Agreement. Annually Contractor must provide a certificate of insurance and a copy of the blanket additional insured endorsement to the policy to DAS in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these two (2) documents to DAS. Contractor shall provide an annual electronic

update of the two (2) documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

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

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

6.44 Consulting Agreements Representation

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

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

______________ ______________ ______________
Start Date End Date Cost

The basic terms of the consulting agreement are:

____

____

____

Description of services provided:

____

____

____

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

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

6.45 AMENDMENTS; SUPREMACY AND ENTIRETY OF CONTRACT

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work and other documents authorized in connection with this Contract shall be subject to the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties. No other terms apply.

6.46 ASSIGNMENT

The Contractor shall not assign any of its rights or obligations under this Contract without the prior written consent of DAS, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign rights to payments arising under any Purchase Order without consent of DAS.

6.47 PRODUCT- AND SERVICE-SPECIFIC TERMS

Scope and details of Services and product-specific terms are specified in the applicable standard service description that is attached to or referred in a Contractor provided quote. Such standard descriptions are from time to time referred to as "Service Description(s)", "Product Notices" or "Service Briefs." The version of the applicable document that is effective as of the date of the applicable Contractor provided quote, shall be deemed incorporated into the quote. Scope and details of customized professional Services not covered by such a standard description shall be documented in a duly executed SOW.

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

DELL MARKETING, L.P. DBA DELL

By: [redacted]

Printed Name: Ana Pitti
Title: Paralegal Senior Analyst

Date: June 20, 2024

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: [redacted]

Printed Name: Mark Raymond
Title: Chief Information Officer

Date: 6/20/2024

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

By: [redacted]

Name: Jeffrey Zeman
Title: Assistant Attorney General

Date: 6/21/2024

#7

FINANCE DEPARMENT MEMO

June 10, 2026

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Waiver – BOARD OF EDUCATION IPADS

Dear First Selectman Brule:

In keeping with Section 3.08.050 of the Purchasing Ordinance-the Purchasing Department, on behalf the Waterford Board of Education after due diligence and careful consideration, is respectfully seeking a Bid Waiver to obtain iPads for the students in the amount of $46,389.00 from Apple Inc. as this is a Sole Source provider.

If approved items will be ordered and funds will be available from Line Item #20560-55044 Replacement Cycle (Desktops, Laptops, Chromebooks, iPads) on July 1, 2026.

Sincerely,

Shea Davy

Shea Davy
Purchasing Agent,
Town of Waterford

Proposal

Proposal Number
2112557598

Account Number/Name
41901
WATERFORD PUBLIC SCHOOLS

Created On
06/09/2026

Created By
Mark Geer

Thank you for creating your proposal, details are provided below. You can access this proposal from your Apple Store for Education Institution by searching proposal number 2112557598.

Comments from Proposer:
Quote for student Ipads - Capitol Purcahse FY27

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	MD4A4LL/A iPad Wi-Fi 128GB - Blue	141	329.00	46,389.00 USD

Subtotal	46,389.00 USD
Estimated Tax	0.00 USD
Total	46,389.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your Apple Store for Education Institution and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

Note: A Purchaser login is required to order. Visit your Apple Store for Education Institution to login or create your Purchaser Apple Account.

The prices and specifications above correspond to those valid at the time the Proposal was created and are subject to change. Purchases are subject to the terms and conditions of your agreement with Apple and the Apple Store for Education Institution.

#8

FINANCE DEPARMENT MEMO

June 16, 2026

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Contract Award – Meraki Access Points & Switch Upgrade with Installation Labor

Dear First Selectman Brule:

In keeping with Section 3.08.030 of the Purchasing Ordinance-the Purchasing Department, on behalf the Waterford Board of Education after due diligence and careful consideration, is respectfully seeking a contract award to Total Communications, Inc. in the total amount of $222,353.00 to obtain the Meraki Access Points & Switch Upgrade with installation labor, by which the Board of Education is only responsible for $111,176.50 according to the E-Rate awarded grant breakdown.

If approved funds will be available from Line Item #20560-55046 Access Points and Switches on July 1, 2026.

Sincerely,

Shea Davy

Shea Davy
Purchasing Agent,
Town of Waterford

TOTAL
COMMUNICATIONS

Erate 470# 260006563 Meraki AP & Switch Upgrade w Installation Labor SPIN # 143007197

QUOTE # 002071 V3

PREPARED FOR

Waterford Public Schools

PREPARED BY

Eric Moore

www.totalcomm.com

TOTAL COMMUNICATIONS

Statement of Work

Waterford Public Schools 470 # 260006563

Total Communications SPIN # 143007197

FCC Form 471# 261014379

FRN (Funding Request Number) 2699017433 Amount Funded: $38,132.50

FRN (Funding Request Number) 2699017454 Amount Funded: $78,258.00

Total Cost: $222,353.00

Breakdown of cost allocation after SPI Discounts:

Waterford Public Schools 50% $111,176.50 PO Required

USAC 50% $111,176.50

Scope of work includes labor cost to set up and programming of Meraki Cloud services in customer's Dashboard & installation of switches & wireless access points.

Catalyst/Meraki Switches

Description		Price	Qty	Ext. Price
C9200L-48PXG-4X-M	**C9200L 48-p 12xmGig, 36x1G, 4x10G PoE+, w/Meraki**	$4,375.00	10	$43,750.00
STACK-T4-50CM-O	**50CM Type 4 Stacking Cable, w/Meraki**	$48.00	10	$480.00
C9200L-STA-KIT-M-O	**C9200L Stack KIT, w/Meraki**	$565.00	10	$5,650.00
LIC-C9200L-48E-3Y	**Meraki Essentials License for C9200L 48-Port, 3 year**	$555.00	10	$5,550.00
C9200L-48P-4X-M	**C9200L 48-port PoE+, 4 x 10G, w/Meraki**	$2,999.00	5	$14,995.00
STACK-T4-50CM-O	**50CM Type 4 Stacking Cable, w/Meraki**	$48.00	5	$240.00
C9200L-STA-KIT-M-O	**C9200L Stack KIT, w/Meraki**	$565.00	5	$2,825.00
LIC-C9200L-48E-3Y	**Meraki Essentials License for C9200L 48-Port, 3 year**	$555.00	5	$2,775.00

Catalyst/Meraki Switches

Description		Price	Qty	Ext. Price
MA-PWR-CORD-US-FR	**Meraki AC Power Cord (US Plug)**	$0.00	15	$0.00
			Subtotal:	**$76,265.00**

Meraki WiFi

Description		Price	Qty	Ext. Price
CW9172I-CFG 	**Cisco Wireless 9172I(W7,3 radio,3 band 2x2),Global**	$483.00	216	$104,328.00
CW9172I-SINGLE	**SINGLE PACK OPTION**	$0.00	216	$0.00
AIR-AP-BRACKET-2	**802.11 AP Universal Mounting Bracket**	$0.00	216	$0.00
AIR-AP-T-RAIL-F	**Flush Mount for APs & Cellular Gateways-Recessed**	$0.00	216	$0.00
LIC-ENT-3YR	**Meraki MR Enterprise License, 3YR**	$160.00	216	$34,560.00
			Subtotal:	**$138,888.00**

Meraki Labor

Description	Price	Qty	Ext. Price
Meraki Cloud Configuration Services			
Data Fixed fee labor for Meraki Dashboard for Switches and WAP's (does not include physical installation of WAP's)	$2,580.00	1	$2,580.00
Meraki Hardware Installation Services			
Data Fixed fee labor for Physical Installation of Meraki Switches and WAP's	$4,620.00	1	$4,620.00
		Subtotal:	**$7,200.00**

TOTAL COMMUNICATIONS

Erate 470# 260006563 Meraki AP & Switch Upgrade w Installation Labor SPIN # 143007197

Prepared by:

Total Communications

Eric Moore
860-622-4153
ericmoore@totalcomm.com

Prepared for:

Waterford Public Schools

15 Rope Ferry Road
Waterford, CT 06385
Mark Geer
(860) 440-0565
mgeer@waterfordschools.org

Quote Information:

Quote #: 002071

Version: 3
Delivery Date: 06/11/2026
Expiration Date: 07/08/2026

Quote Summary

Description	Amount
Catalyst/Meraki Switches	$76,265.00
Meraki WiFi	$138,888.00
Meraki Labor	$7,200.00
Total:	**$222,353.00**

Taxes, shipping, handling, tariffs, and other fees may apply. We reserve the right to adjust pricing or cancel orders arising from economic or supply chain fluctuations, including but not limited to changes in trade regulations or global market conditions.

Total Communications

Signature: ____________

Name: Eric Moore

Title: Major Account Executive

Date: 06/11/2026

Waterford Public Schools

Signature: ____________

Name: Mark Geer

Date: ____________

Terms & Conditions

1. GENERAL:

All work described herein shall be performed during regular business hours unless otherwise specified. Client agrees that special circumstances requiring overtime will be charged to Client at Total Communications, Inc.'s (hereinafter referred to as "Total") then applicable rates and will be authorized in writing by a signed change order or additional work order.

2. TIME OF PERFORMANCE:

a. Total shall complete the installation services with Total's standard practices within a reasonable time. Client agrees to give Total access to the Premises during non-business hours to the extent necessary to have all work completed promptly and within a reasonable time. Total shall perform its standard acceptance testing on the installed Equipment, and Client agrees to monitor said testing. Upon successful completion thereof, Total shall notify Client that Equipment has been installed and operates in accordance with applicable test and performance specifications. The date of such notification shall be the Installation Complete Date.

b. When the Equipment is purchased, Total shall use its best efforts to make timely delivery and installation. However, all stated delivery or installation dates are approximate, and Total shall under no circumstances, except for Total's willful misconduct, be liable for any damages, whether special, consequential or otherwise for any delays in delivery or installation.

3. WARRANTY:

a. Subject to the provisions of this paragraph and Paragraph 7, when the Equipment is purchased, Total warrants for a period of ninety (90) days from the Installation Completion Date, that as of the Installation Completion Date the Equipment will be free from defects in material and workmanship. If any defects covered by this Warranty appear within the above stated ninety (90) day period, Total shall have the option of repairing or replacing the Equipment at its expense during routine business hours. Such repair or replacement shall be Client's exclusive remedy for Total's breach of warranty, or for willful misconduct or gross negligence and Client willingly, knowingly, and voluntarily waives all other remedies. In cases where Total does not install the Equipment, Total warrants that the equipment only, if properly installed and maintained, shall be free from defects for a period of ninety (90) days.

b. Total will not be obligated to service, repair or replace any Equipment which has been repaired or serviced by others, abused, or improperly handled, stored, altered or used or otherwise intermingled with third party material or equipment. No warranties shall apply to, and Total shall not be obligated to service, repair or replace any equipment which has been installed, repaired, or serviced by others without the express prior written consent of Total.

c. When the equipment is purchased, the warranty stated above shall be in lieu of and excludes all other express or implied warranties, including without limitation and warranties of merchantability or fitness for a particular purpose.

4. LIMITATIONS ON TOTAL'S OBLIGATION AND LIABILITY:

a. When the Equipment is purchased all obligations and warranties of Total hereunder, including warranty obligations, shall be subject to and relieved by any force majeure, Act of God, war, riot, fire, explosion, lightening, power surge, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or strikes, lockouts or injunctions (whether or not such labor event is within the reasonable control of Total). Client acknowledges that in order to provide the Equipment to the Client, Total and the Client must rely on third parties beyond the control of Total and the client, including, without limitation, the Client's local telephone utility. Total's maintenance responsibilities do not extend to Equipment of the public telephone network, nor is Total responsible for malfunctions in the communication system or Equipment caused by malfunctions in the public telephone network or caused by abuse or misuse of the communication system or Equipment by other than Total. Total shall not be responsible for the failure to fulfill any obligation hereunder, including, without limitation any warranty obligations, when such third parties have not provided or maintained the service or products to Client which are necessary for Total to fulfill its obligations under this Agreement.

b. When the equipment is purchased, Total shall not be liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from the use of equipment sold or leased hereunder or arising from client's inability to use the equipment either separately or in combination with any other equipment or from any other cause.

5. PRICING & PAYMENT

a. Price: Quoted prices listed are valid for thirty (30) days after the "Date Order Taken" date on this document. After 30 days, prices are subject to change. Any deviations to this order and Scope of Work after date mentioned, such as quantity changes, partial releases, or changes in specifications, are subject to additional labor and/or equipment charges. Sales tax and other charges are not included in the Quoted Price.

b. Deposit/Dropship: A 40% deposit is due upon signing and will be applied to the equipment price. The remaining equipment balance will be invoiced upon delivery or storage at our facilities. Professional services will be invoiced monthly until installation completion. All invoices due upon receipt. Any equipment drop shipped directly to an end user, "client", Total Communications requires 100% payment prior to shipment.

c. Delays: In the event of a delay caused by the client or any third party, including, when applicable, a network carrier provider, Total will invoice 100% of the agreed rate for equipment and 90% of the agreed rate for labor. The remaining 10% of the labor rate will be held back and billed upon project completion.

d. Tariffs & Supply Chain Disclaimer: Pricing in this proposal is based on current market conditions and vendor pricing. Due to evolving global trade policies, including but not limited to U.S. import tariffs, international responses, and supply chain disruptions, pricing is subject to change without notice. Total Communications reserves the right to adjust pricing accordingly should external economic conditions impact the cost of materials, components, or freight. We will communicate any changes as early as possible, and we recommend prompt acceptance of this quote to secure current pricing.

6. DEFAULT:

If any of Client's obligations to Total shall not be paid when due, or if Client shall be in default hereunder, and all sums and obligations hereunder shall, at Total's option, become immediately due and payable. Upon Client's default, in addition to the rights and remedies specified herein, Total shall have all the rights and remedies under the Uniform Commercial Code and any other laws, including the right to any delinquent payments for which the Client shall remain fully liable. Additionally, upon Client's default, Total shall have the right, in its sole discretion and without any liability to, or recourse by, Client whatsoever for any damages, whether actual, special or consequential including without limitation any damages for lost business, to terminate or suspend any and all Warranties with respect to the Equipment and any and all obligations Total may have to service, repair or replace the Equipment, whether arising under this Agreement or otherwise. No remedy of Total hereunder shall be exclusive of any other remedy herein or provided by law, but such remedies shall be cumulative and in addition to every other remedy.

7. NON-PAYMENT & REPOSSESSION:

If payment is not received in accordance with the terms of this agreement, Total Communications reserves the right to enter the end user ("Client") location and repossess any equipment provided under this agreement without further notice. Client agrees to cooperate fully with Total in such repossession. Total shall use reasonable care in removing equipment but shall not be liable to restore the premises after the equipment is removed. Other than the obligation to use care in removal, Total shall have no liability to, and Client shall have no recourse against, Total for any damages resulting from repossession, whether actual, special, or consequential, including without limitation, any damages for lost business. Upon repossession, the Client shall be responsible for payment of reinstatement fees as quoted by Total Communications at that time, in addition to any outstanding balances owed.

8. COMMERCIAL TRANSACTION:

The client acknowledges that the transaction of which this agreement is a part is a commercial transaction, and hereby waives its right to notice and hearing under Chapter 903a of the Connecticut General Statutes, or as otherwise allowed by any state or federal law, with respect to any prejudgment remedy which Total, its successors or assignees may desire to use.

9. TITLES; FILINGS; POWER OF ATTORNEY:

Client agrees that Total shall retain title to the equipment until all sums due Total from Client shall have been paid in full. Client hereby appoints Total as its attorney in fact, coupled with as interest, to file UCC financing statements and other such documents, and to do such other acts, as may be reasonably necessary to give notice of Total's retention of title to the Equipment and other provisions of this Agreement.

10. INDEMNIFICATION:

Client agrees to indemnify and save harmless Total from all suits, loss, damages, actions or claims of any character, including reasonable attorney's fees and legal costs incurred by Total in collecting any amounts owed to it by Client, in enforcing, its rights hereunder or brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the Client or Client's contractor or sub-contractor or their employees, of by, or in consequence of any neglect in safeguarding the work, of by, or on account of any act of omission, neglect or misconduct of the Client or his, agent, contractor, sub-contractor arising out of any law ordinance.

11. APPLICABLE LAW; JURISDICTION:

This Agreement and all transactions hereunder, and all the rights of the parties, shall be governed as to validity, construction, enforcement and in all other respects by the laws of the State of Connecticut. Client agrees that the Superior Court for Judicial District of Hartford or the United States District Court for the District of Connecticut shall have jurisdiction to hear and determine any claims or disputes pertaining to the financing transactions of which this Agreement is part and/or to any matter arising or in any way related to this Agreement or any other agreement between Total and Client and expressly submits and consents in advance to such jurisdiction in any action or proceeding.

E-Rate Bid Assessment Worksheet

Project / Service Description: 470 # 260006563 Network Switches

VENDOR SCORING *(use additional worksheets if necessary)*

		Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Vendor Name:		Total Communications	KDC Technologies	Questivity INC.	Inspiroz	Eplus Technologies
Date Bid Received:		12/16/2025	12/11/2025	12/19/2025	11/26/2025	12/5/2025
Bid Amount:		$ 91,313.00	$ 90,354.00	$ 11,364.50	$ 103,526.55	$ 152,045.82
Selection Criteria	**Max Points**	**Points Awarded**	**Points Awarded**	**Points Awarded**	**Points Awarded**	**Points Awarded**
Price of Eligible Product/Service	**30**	*29*	30	27	28	26
Prior experience working with Vendor	**25**	*25*	0	0	0	25
Local or in-state Vendor	**15**	*15*	0	0	10	12
Service/Support Capabilities	**15**	*15*	5	0	15	15
Vendor's prior experience with K-12 Services/Projects of similar size	**15**	*15*	15	15	15	15
TOTAL Points	**100**	**99**	**50**	**42**	**68**	**93**

Vendor Selected: Total Communications
Approved by: Mark Geer
Title: Director of Information Technology
12/22/2025

Comments (if needed):

NOTES:

1. Please insert your personalized vendor selection criteria and point value in the matrix (scroll down for list).

2. Price of eligible Product/Service must be the most heavily weighted factor.

3. Vendors should be rated on how well they meet each factor. Point values should be totaled, and the vendor with the highest totaled points wins the bid.

4. More than one vendor cannot have the same point score for PRICE unless their bid amounts are identical.

SELECTION CRITERIA	
Please see the below list of sample bid assessment criteria and add the desired factors to your bid matrix.	
*Vendor has a valid E-Rate SPIN	*Ineligible cost factors
*Prior experience working with Vendor	*Vendor's prior experience with K-12 Services/Projects of similar size
*Local or in-state Vendor	*Flexibility of network design
*Vendor established in field	*Service/Support Capabilities
*References	*Management Capability
*Flexible Invoicing: FCC 472 (SPI) or 474 (BEAR)	*Compliance with RFP Submittal Requirements
*Implementation Plan with appropriate Timeline	*Vendor attended Walkthrough
*Compatibility with Existing Network Infrastructure	*Vendor includes detailed plans, maps and pricing breakdown
*Understanding of Needs	*Other (please specify)

E-Rate Bid Assessment Worksheet

Project / Service Description: 470 # 260006563 Network Switches

VENDOR SCORING *(use additional worksheets if necessary)*

		Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Vendor Name:		Optimus				
Date Bid Received:		11/26/2025				
Bid Amount:		$ 165,079.73				
Selection Criteria	**Max Points**	**Points Awarded**	**Points Awarded**	**Points Awarded**	**Points Awarded**	**Points Awarded**
Price of Eligible Product/Service	30	*25*				
Prior experience working with Vendor	25	*0*				
Local or in-state Vendor	15	*0*				
Service/Support Capabilities	15	*5*				
Vendor's prior experience with K-12 Services/Projects of similar size	15	*15*				
TOTAL Points	100	45	0	0	0	0

Vendor Selected: Total Communications
Approved by: Mark Geer
Title: Director of Information Technology
12/22/2025

Comments (if needed):

NOTES:

1. Please insert your personalized vendor selection criteria and point value in the matrix (scroll down for list).

2. Price of eligible Product/Service must be the most heavily weighted factor.

3. Vendors should be rated on how well they meet each factor. Point values should be totaled, and the vendor with the highest totaled points wins the bid.

4. More than one vendor cannot have the same point score for PRICE unless their bid amounts are identical.

SELECTION CRITERIA	
Please see the below list of sample bid assessment criteria and add the desired factors to your bid matrix.	
*Vendor has a valid E-Rate SPIN	*Ineligible cost factors
*Prior experience working with Vendor	*Vendor's prior experience with K-12 Services/Projects of similar size
*Local or in-state Vendor	*Flexibility of network design
*Vendor established in field	*Service/Support Capabilities
*References	*Management Capability
*Flexible Invoicing: FCC 472 (SPI) or 474 (BEAR)	*Compliance with RFP Submittal Requirements
*Implementation Plan with appropriate Timeline	*Vendor attended Walkthrough
*Compatibility with Existing Network Infrastructure	*Vendor includes detailed plans, maps and pricing breakdown
*Understanding of Needs	*Other (please specify)

WATERFORD PUBLIC SCHOOLS

Mr. Thomas W. Giard III
Superintendent of Schools

Mr. Craig C. Powers
Assistant Superintendent

Mr. Mark Geer
Director of Information Technology

Excellence *in Every School.* Inspiring *Every Child.*

12/22/25

Total Communications
333 Burnham Street
East Harford CT 06018

This letter will confirm our decision to purchase $232,781 of networking equipment and services from Total Communications during the next E-Rate funding year (4/1/2026 to 9/30/2027) as specified in the attached specifications and price quotation(s).

This letter is a legally binding agreement to purchase the aforementioned products/services in accordance with E-Rate rules, and purchase will be dependent upon the following conditions (choose
any that apply):
1. Final approval of next year's fiscal budget
2. Contract confirmation by next year's school board
3. Award of associated E-Rate funding
4. Vendor will provide SPI credits on all invoices for Equipment and services.
5. The District reserves the right to reduce the project to meet District needs.

We look forward to working with Total Communications on this project.

Sincerely,

Mark Geer

Mark Geer
Director of Information Technology

15 Rope Ferry Road • P.O. Box 284 • Waterford, CT 06385
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