



Town of Orange, Connecticut
Acting by its
Department of Tax Collector
(Agency)
AND
Sturgis
A CATALIS ™ Company
(Vendor)

Introduction

This contract (the "Contract") is made by and between, Sturgis, A Catalis™ Company (the "Vendor") and the Town of Orange, Connecticut, ("Town") acting by its Department of Tax Collector ("the Agency") in accordance with Town procurement rules, The Vendor and the Town (STATE) removed agree as follows:

1. Definitions

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

a. Reserved

b. Reserved

c. Reserved

d. Reserved

e. Reserved

f. Business Day

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

g. 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.

h. Reserved

i. Agency Data

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

j. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that Agency 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.

k. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the Town; (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 Agency, the Vendor, or Town.

l. Reserved

m. Vendor Parties

Vendor’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 Vendor is in privity or with whom Vendor contracts to Perform under this Contract in any capacity.

n. Corrective Action Plan, or CAP

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

o. Deliverable

Each (1) Good, Option, 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 Vendor as an element of Vendor’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 Vendor or by a third party as a supplier or sub-Contractor to the Vendor.

p. Deliverables Document

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the Town under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

q. Reserved

r. Reserved

s. Reserved

t. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

u. Goods

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

v. Goods or Services

Goods, Options, Services or all, as specified in the Solicitation and set forth in Exhibit A.

w. Next Generation Front End- Electronic Software System applied to the front end of the Current Town of Orange Tax System (Quality Data Service Inc. QDS 5 Tax Collector) for the collection of taxes and providing other services as identified in the SOW and Requirements Documents.

x. Reserved

y. Reserved

z. Reserved

aa. Reserved

bb. Reserved

cc. Reserved

dd. Reserved

ee. Reserved

ff. Reserved

gg. Reserved

hh. Reserved

ii. Perform

All acts and things of the Vendor and Vendor 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.

jj. Performance Criteria

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

jj. Reserved

kk. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

ll. Reserved

mm. Purchase Order

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

nn. Records

All working papers and such other information and materials furnished or prepared by the Vendor 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.

oo. Options

Work effort to be approved in advance by the town specifying agreed to work effort/deliverables on the contract which may or may not be exercised by the Town at the Town's discretion. Option's usually have an agreed upon price or agreed upon pricing methodology.

pp. Reserved

qq. Services

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

rr. Reserved

ss. Site

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

tt. Solicitation

A Town request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the Town of Orange, Connecticut. State of Connecticut, Department of Administrative Services ("DAS") rules will be used as guidelines when specific Town rules are not available. However, to the extent that the Agency has statutes, regulations or

procedures which the Agency determines in its sole discretion to be inconsistent with DAS', the Agency's shall control over those of DAS'. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A.

The Solicitation involves a request for proposal (RFP), ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" ITS USE IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE TOWN IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation"" or "Bid" as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

uu. Solicitation Response

A submittal in response to a Solicitation.

vv. Reserved

ww. Specifications

Vendor'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.

xx. Reserved

yy. TOWN

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

zz. 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 Vendor's Performance in connection with said Purchase Order.

aaa. Reserved

bbb. Term

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

ccc. Termination

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

ddd. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

eee. Reserved

fff. Reserved

ggg. Reserved

hh. Reserved

iii. Reserved

jj. Warranty Period

The warranty period shall last the life of the contract period commencing upon the acceptance date for the Deliverable.

jjj. Reserved

2. Term of Contract; Contract Extension

This Contract will be in effect from Purchase Order Issuance (the "Effective Date") through the last option executed completion date. The original term is for four years from the effective date. The Agency, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term. These may be expressed as specific contract options as well.

3. Description of Deliverables

The Vendor shall Perform as set forth in Exhibit A.

4. Price Schedule, Payment Terms and Billing and Price Adjustments

a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B.

b. Payment Terms and Billing:

1. Payment shall be made only after the Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services. The Vendor shall submit an invoice to the Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

2. **Invoice Date** - The invoice date is the date the document is received from the vendor. Upon receipt, a vendor invoice should be date stamped "Received" or otherwise marked in some

way with the date, For emailed invoices, the invoice date is the date the email was received, not the date first read or printed. For audit purposes, vendor email must be provided and should match the invoice date

3. . The Vendor shall be responsible for any credit card or user-handling fee associated with this Program. Proposed fees to end user to recover these costs shall be disclosed in the Cost Volume and will be incorporated into this contract.
- c. Price Adjustments - Pricing shall remain firm for the duration of the Contract unless specifically specified otherwise in the Proposal.

5. Reserved

6. Reserved

7. Cost Modifications

The parties may agree to a reduction in the cost of this Contract at any time during which this Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of this Contract or the reduction may take such other form as the Town deems to be necessary or appropriate.

8. Order and Delivery

The Vendor shall Perform in accordance with Exhibit A and at the prices set forth in Exhibit B. Except as it may otherwise be set forth in Exhibit A or B, as applicable, the Vendor shall deliver the Goods F.O.B. wherever specified by the Agency in its Purchase Order or in another communication to Vendor.

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

9. Purchase Orders

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

10. Delivery

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to Orange Town Hall 1st Floor Tax Collector's Office. The Vendor or Vendor's shipping designee shall be responsible for removal of Goods from the carrier and placement in the Agency delivery point or as agreed to other location. The receiving personnel of the Agency are not required to assist in this process. The decision of the Agency 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 Vendor.
- b. In order for the time of delivery to be extended, the 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 Agency unless otherwise stated in this Contract.
- d. All risk of loss and damage to the Goods transfers to the Agency upon Title vesting in the Agency.

11. Time of the Essence

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

12. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

13. Goods: Standards and Appurtenances and Inspection

- a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Vendor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

- b. Inspection

The Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Agency

may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

14. Emergency Standby for Deliverables

If any Federal, Town, or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Vendor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Vendor may have. The Vendor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Vendor materially breach any other contractual obligations that the Vendor may have.

Vendor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Vendor receives it via Purchase Order. If the Vendor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order then the Agency may procure the Performance from another source without further notice to Vendor and without creating any right of recourse at law or in equity against the Agency.

15. Reserved

16. Data: Access

Access to Contract and Town/Taxpayer Data

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

17. Reserved

18. Rejected Items; Abandonment

- a. The Vendor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any Town premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Town may, by written notice and in accordance with this Contract, direct the Vendor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Vendor Property") from and out of Town premises and any other location which the Town manages, leases or controls. The Vendor shall remove the Rejected Goods and the Vendor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Vendor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Vendor Parties, that:
 1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Vendor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Vendor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Vendor Property, (B) vesting Title to the Rejected Goods and Vendor Property in the Town of Orange, CT and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Vendor Property;

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

19. Reserved

20. Reserved

21. Reserved

22. Reserved

23. Reserved

24. Reserved

25. Working and Labor Synergies

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

26. Reserved

27. Reserved

28. Reserved

29. Vendor Guaranties and Implied Warranties

a. Vendor shall:

1. Perform fully under this Contract;
2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Agency's option, replace them;
3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Vendor's work or that of Vendor Parties;
4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Vendor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

b. Implied Warranties

The Agency does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

30. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Vendor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Vendor, represents and warrants for itself and the Vendor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle, or vehicles used by contracted or employed individuals performing work under this contract and used in the Performance of this Contract, are duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause including tax holds by the Town of Orange. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other states' or commonwealths' applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as

a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

- c. Each Vendor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Vendor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Vendor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Vendor from operating or allowing the operation of a motor vehicle, then the Vendor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Vendor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

31. RESERVED

32. 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. However, if Vendor is the Breaching Party, then the Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach and the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Agency determines that the Vendor has committed a Breach, then the Agency may require the Vendor to, and Vendor shall, prepare and submit to the Agency a CAP in connection with the identified Breach. Vendor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Vendor'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. Vendor shall submit the CAP to the Agency within (10) Business Days following the Agency's request for the CAP for the Agency's review and approval. Within (10) Business Days of receiving the CAP, the Agency

must either approve the CAP, or reject it by delivering to Vendor a written explanation for the rejection. If the Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved. The Agency's explanation for the rejection must include suggestions for changes to the CAP and the Vendor shall address the suggestions in such a manner to make it likely that the Agency will approve the CAP when the Vendor re-submits it to the Agency for review and approval. If the Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Agency accepts a CAP, (2) the Agency waives its right to receive a CAP, (3) Vendor remedies the Breach, (4) the Agency waives the Breach, or (5) the 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 Agency determines that the Vendor has Breached this Contract, then the Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Agency notifies Vendor in writing prior to the date that the payment would have been due.
- d. For purposes of the 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 Vendor Parties to be the Acts of the Vendor itself, as if the Vendor itself was the subject of the Acts which the Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.
- f. Notwithstanding any provisions in this Contract, the Agency may terminate this Contract with no Remedy Period for Vendor'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 Vendor or Vendor 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 Agency will have no liability or responsibility to Vendor or Vendor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the Town's rights under this Breach Section diminishes the Town's rights under the Termination Section of this Contract.

33. Termination

- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate this Contract whenever the Agency makes a written determination that such Termination is in the best interests of the Town. The Agency shall notify the Vendor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Vendor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.

- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from the Agency, the Vendor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Agency (as directed in the notice) all Records. The Records are deemed to be the property of the Town and the Vendor shall deliver them to the Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Vendor receives a written request from the Agency for the Records. The Vendor 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 or delimited text.
- d. Except for any work which the Agency directs the Vendor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Vendor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Vendor for its Performance rendered and accepted by the Agency in accordance with Exhibit A 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 Vendor to complete. However, the Vendor is not entitled to receive, and the Agency will not tender to the Vendor any payments for anticipated or lost profits. Upon request by the Agency, the Vendor shall assign to the Agency, or any replacement Vendor which the Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from Town premises, whether leased or owned, all of Vendor's property, equipment, waste material and rubbish related to its Performance, all as the Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.
- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by the Agency.

34. Continued Performance

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

35. Open Market Purchases

Failure of the Vendor 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 the Agency, 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 Agency shall invoice the Vendor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Vendor shall pay the Agency's invoice immediately after receiving the invoice. If the Agency does not Terminate this Contract, the Agency will deduct such open market purchases from this Contract's quantities. However, if the Agency deems it to be in the best interest of the Town, the

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 Agency.

36. Setoff

The Town, 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 Town incurs resulting from the Vendor's unexcused Breach under this Contract and under any other agreement or arrangement that the Vendor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Vendor, against amounts otherwise due or that may become due to the Vendor under this Contract, or under any other agreement or arrangement that the Vendor has with the Town. The Town's right of setoff and to withhold shall not be deemed to be the Town's exclusive remedy for the Vendor's or Vendor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the Town.

37. Cross-Default

- a. If the Vendor or Vendor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then the Agency or the Town may, in its sole discretion, without more and without any action whatsoever required of the Town, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Vendor or Vendor Parties have with the Agency or the Town. Accordingly, the Agency or the Town 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 the Agency or the Town, as if the Vendor or Vendor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- b. If the Vendor or Vendor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Agency or the Town, then the Agency may, in its sole discretion, without more and without any action whatsoever required of the Agency, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the Agency 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 the Agency or the Town, as if the Vendor or Vendor Parties had suffered a breach, default or failure to Perform under this Contract.

38. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the Town of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the Town 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.

39. Representations and Warranties

Vendor represents and warrants to the Town for itself and, as applicable, the Vendor Parties that:

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

its obligations to the Town under and pursuant to this Contract.

- 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 the Agency in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. None has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. To the best of each entity's knowledge, there are no Claims involving Vendor or Vendor 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 Town 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 Vendor's obligation to disclose any Claims to the Town, the ten (10) calendar days in the Section of this Contract concerning disclosure of Vendor 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 contingent on compliance with the provisions of the Town of Orange's Code of Ethics; See: [Town of Orange, CT Ethics, Code of Search: § 53-1 Declaration of policy. \(ecode360.com\) https://ecode360.com/8842525](https://ecode360.com/8842525)
- l. The proposal submitted by Vendor 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 Vendor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Vendor Parties, then Vendor shall enter into a written contract with Vendor Parties, in which contract Vendor 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 in Connecticut, 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; and if required have acquired all necessary tax licenses to perform this work effort.
- 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 Vendor Party has vested in the Vendor plenary authority to bind the Vendor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the 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 Vendor, 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 Vendor, the 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 Agency shall be afforded the full benefits of any manufacturer or sub-Contractor licenses for the use of the Deliverables; and
- x. Each shall assign or otherwise transfer to the Agency or afford the 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 Agency.

40. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

41. Advertising

The Vendor may refer to sales to the Town of Orange for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, provided Agency written

approval is obtained. Agency will not arbitrarily refuse such requests but may require correction to any presentation found to be misleading or implying the Town's endorsement. The Town of Orange does not endorse products purchased for the benefit of Town needs.

42. Vendor Changes

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

- a.** its certificate of incorporation or other organizational document;
- b.** more than a controlling interest in the ownership of the Vendor; or
- c.** the individual(s) in charge of the Performance
- d.** any change in ownership due to the sale or merger of the Vendor

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

43. Vendor Responsibility

- a.** The Vendor shall be responsible for the entire Performance under this Contract regardless of whether the Vendor itself Performs. The Vendor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Vendor is solely and completely responsible for adherence by the Vendor Parties to all applicable provisions of this Contract.
- b.** The Vendor shall exercise all reasonable care to avoid damage to the Town's property or to property being made ready for the Town's use, and to all property adjacent to any work site. The Vendor shall promptly report any damage, regardless of cause, to the Agency.

44. Software Escrow Requirements

The Vendor shall escrow its source code software in the form currently used by the Agency. In the event the Vendor is unable to fulfill its obligations under the contract due to bankruptcy or other Vendor turmoil for example, the Agency shall have the rights to the source code and operational copy of the software as necessary to continue its operation under the term of the Contract and any options available thereunder to the Agency. The Agency shall be notified of the location of such storage and the custodian made aware of this provision.

45. Security and/or Property Entrance Policies and Procedures

Vendor shall adhere to established security and/or property entrance policies and procedures for each Agency. It is the responsibility of Vendor to understand and adhere to the Agency's policies and

procedures prior to entering the Agency Site to Perform under this Contract.

46. Disclosure of Vendor Parties Litigation

Vendor shall require that all Vendor Parties, as appropriate, disclose in writing to Vendor, to the best of their knowledge, any Claims involving the Vendor 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, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

47. Protection of Confidential Information

- a. Vendor and Vendor 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. Vendor and all Vendor 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 Agency 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. Vendor and Vendor Parties shall notify the 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 Vendor or Vendor 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 Agency after consultation with the Town Attorney, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Vendor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the 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 Vendor 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 Vendor's nor any Vendor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable the 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. Vendor shall incorporate the requirements of this Section in all subcontracts requiring each Vendor 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 Vendor's or Vendor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Vendor to the Agency.

48. Confidentiality; Non-Disclosure

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

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

49. 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. The Agency does not expect that this contract will reach the threshold for such reporting.

50. Reserved

51. Reserved

52. Reserved

53. Reserved

54. Reserved

55. Reserved

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

- a. The Town and its agents, including, but not limited to, the Town Auditors of Public Accounts, and Town's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Vendor's and Vendor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Vendor shall maintain, and shall require each Vendor Party to maintain, accurate and complete Records. Vendor shall make all of its and the Vendor Parties' Records available at all reasonable hours for audit and inspection by the Town and its agents.
- c. The Town shall make all requests for any audit or inspection in writing and shall provide the Vendor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Town suspects fraud or other abuse, or in the event of an emergency, the Town is not obligated to provide any prior notice.
- d. Vendor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Town, is sufficient to constitute a Breach by the Vendor under this Contract. The Vendor will remit full payment to the Town for such audit or inspection no later than 30 days after receiving an invoice from the Town. If the Town does not receive payment within such time, the Town may setoff the amount from any moneys which the Town would otherwise be obligated to pay the Vendor in accordance with this Contract.
- e. Vendor shall keep and preserve or cause to be kept and preserved all of its and Vendor 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 Town 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 Vendor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Vendor shall cooperate fully with the Town and its agents in connection with an audit or inspection. Following any audit or inspection, the Town may conduct and the Vendor shall cooperate with an exit conference.
- g. Vendor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Vendor Party.

57. RESERVED

58. Indemnification

- a. Vendor shall indemnify, defend and hold harmless the Town 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 Vendor or Vendor 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. Vendor shall use counsel reasonably acceptable to the Town in carrying out its obligations under this Section. Vendor'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 Vendor'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. Vendor shall not be responsible for indemnifying, defending or holding the Town harmless from any liability arising due to the negligence of the Town or any third party acting under the direct control or supervision of the Town.
- c. Vendor shall reimburse the Town for any and all damages to the real or personal property of the Town caused by the Acts of Vendor or any Vendor Parties. The Town shall give Vendor reasonable notice of any such Claims.
- d. Vendor'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 Vendor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Town is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Vendor 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. Vendor shall name the Town as an additional insured on the policy and shall provide a copy of the policy to Agency prior to the Effective Date of this Contract. Vendor shall not begin Performance until the delivery of the policy to Agency. The Town shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the Town was contributorily negligent.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage

59. Forum and Choice of Law

The parties deem this Contract to have been made in the Town of Orange, 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 Town, 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 and its subsidiary governmental units and municipalities (Towns). The Vendor 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.

60. Assignment

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

61. Tangible Personal Property

- a. Vendor 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, Vendor 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 Vendor or by any of its Affiliates in the same manner as if the Vendor 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 Vendor or its Affiliates relieves the customer of liability for the use tax;
3. Vendor 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. Vendor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
5. Any Vendor 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 per cent 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. Vendor represents and warrants that each of its Affiliates has vested in the Vendor plenary authority to so bind the Affiliates in any agreement with the Town of Orange. Vendor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the Agency, such information as the Town may require to ensure, in the Town's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

62. Americans with Disabilities Act

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

63. RESERVED

64. Reserved

65. Non-Discrimination

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

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" include any extension or modification of the Contract or contract;
3. "Vendor" and "Vendor" include any successors or assigns of the Vendor or Vendor;
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 Vendor 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 Vendor 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 Vendor agrees and warrants that in the performance of the Contract such Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor 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 Vendor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is

shown by the Vendor that such disability prevents performance of the work involved; (2) the Vendor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Vendor agrees to provide each labor union or representative of workers with which the Vendor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Vendor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Vendor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Vendor 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 Vendor 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 Vendor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Vendor agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-contractors and suppliers of materials on such public works projects.

- c. Determination of the Vendor's good faith efforts shall include, but shall not be limited to, the following factors: The Vendor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts.
- d. The Vendor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Vendor 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 sub-contractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Vendor 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 Vendor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Commission, the Vendor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the Town and the State may so enter.
- f. The Vendor 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 Vendor agrees and warrants that in the performance of the Contract such Vendor 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 Vendor agrees to provide each labor union or representative of workers with which such Vendor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Vendor 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 Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Vendor 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 Vendor 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 Vendor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- h. The Vendor 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 Town and such provisions shall be binding on a sub-contractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Vendor 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 Vendor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the Commission, the Vendor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the Town and 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 Vendor, 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 Vendor 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 Vendor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

66. Reserved

67. Summary of Town of Orange Ethics Laws (ref para 39(k))

- A. Our government is a representative democracy. Those who are elected, appointed, hired or volunteer as representatives accept a public trust, which they share with those whom they elect, appoint, hire or otherwise enlist to help them serve the public. The public entrusts its power and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest which conflicts with the public interest. Public trust also requires that the government be conducted in an open manner, when appropriate, so that the official actions of public servants may be subject to public scrutiny and so the members of the public have access to information upon which decisions and policies affecting them are made; but public trust also requires that government be conducted in a manner which respects the rights of its constituents to privacy and confidentiality. Public trust also requires that acts which are contrary to the public interest be defined and prohibited; that there be an orderly procedure for raising and addressing ethical questions; that ethical behavior be encouraged and suitably rewarded and that unethical behavior be discouraged and suitably disciplined through a process that is fundamentally fair.
- B. It is the responsibility of each public servant to act in a manner which contributes to cultivating public trust in the integrity of government. Public trust in the integrity of government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity. Therefore, dedicated public servants not only act with integrity, but choose to avoid even lawful activity when the appearance of impropriety would lessen the public confidence in its servants and in its system. As a result, sometimes public servants sacrifice opportunities which would be open to them if they were not public servants.
- C. Although this chapter is necessary to identify minimum standards below which a public servant's conduct cannot fall without risk of penalty, it is understood that a healthy ethical environment for the provision of public service cannot be achieved or maintained by a mere adherence to minimum standards. It is also understood that no provision can replace the internal commitment which motivates those who act ethically. The principal policy which forms the foundation of this chapter is to encourage internal commitment by establishing and maintaining a work environment

which supports integrity with pride and enthusiasm. A work environment which supports integrity includes public servants who:

- (1) Recognize with gratitude that the primary reason they hold a public position is to serve the public;
- (2) Recognize with pride that they hold their public position because the public trusts them;
- (3) Are fair and impartial in serving the public and each other in the performance of their duties;
- (4) Are adequately educated in principles of ethics; and
- (5) Encourage ethical practices which protect, advance, and promote the public interest.

GIFTs are not permissible in any form or manner to members of the AGENCY and Approval Officials such as the Board of Selectmen on this Solicitation and contract. After investigation, VIOLATION OF THIS REQUIREMENT MAY DISQUALIFY A BID or Contract Award.

Definition of a Gift

- A.** Anything or group of things having a monetary value, individually or in aggregate, in excess of \$100 in any calendar year, including but not limited to entertainment, food, beverage, travel, lodging, given or paid to the extent that consideration of equal value is not received by the donor.
- B.** Anything or benefit, regardless of its monetary value, perceived or intended by either the one who offers or the one to whom it is offered to be of sufficient value to influence an official or employee in the performance or nonperformance of an official action.
- C.** "Gift" shall not include:
 - (1) A political contribution otherwise reported as required by law or a donation or payment as described in Subdivision (9) or (10) of Subsection (b) of Section 9-333b of the Town Code of Ethics;
 - (2) Services provided by persons volunteering their time;
 - (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
 - (4) A gift received from:
 - (a) A spouse or his or her fiancee; or
 - (b) The parent, brother or sister of the spouse or such individual; or
 - (c) The child of such individual or the spouse of such child;
 - (5) Goods or services:
 - (a) Which are provided to the Town:
 - [1] For use on Town property; or
 - [2] To support an event or the participation by an official or employee at an event; and
 - (b) Which facilitate Town action or functions.
 - (c) As used in this subdivision, "Town property" means property owned, leased or licensed by the Town;
 - (6) A certificate, plaque or other ceremonial award costing less than \$100;
 - (7) A rebate, discount or promotional item available to the general public;
 - (8) Printed or recorded informational material germane to Town action or functions;
 - (9) A gift, including, but not limited to, food or beverage or both, typically provided by an individual for the celebration of a life event;
 - (10) Gifts costing less than \$100 in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of a legislative association, by a person who is not a registrant or is not doing business with the Town;
 - (11) Admission to a charitable, civic, or political event, including food and beverage provided at such event, and when such event is out of state, reimbursement for lodging and/or travel expenses, at which an official or employee participates in his official capacity, provided such admission and/or reimbursement is provided by a sponsoring entity;
 - (12) Anything of value provided by an employer of (A) an official, (B) an employee, or (C) a spouse of an official or employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances.

68. Reserved

69. Reserved

70. Reserved

71. Reserved

72. Energy Star Provision

Equipment and appliances offered pursuant to this Contract should meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conservation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

73. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

74. Notice

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

If to the Agency:
Town of Orange CT
Department of Tax Collector
617 Orange Center Road
Orange CT, 06477-2432

Attention: Tax Collector

If to the Vendor:
Catalis Holdco
3025 Windward Pkwy, Suite 200
Alpharetta, GA 30005
Attn: Contracts
contracts@catalisgov.com

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

Agency: Town of Orange, CT - Tax Collector 203-891-4726
tphurley@orange-ct.gov

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

75. Headings

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

76. Number and Gender

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

77. Amendments, Supremacy, Entirety of Contract

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

78. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

79. Risk of Loss and Insurance

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

Connecticut General Statutes for municipalities.

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 the Agency.

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

a. Commercial General Liability

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

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 Vendor 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 (WCEL)

Vendor 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. Work performed out of state on this contract will conform to the WCEL rules of the state in which the work is being performed. The Town of Orange, CT assumes no liability for the Vendor's responsibilities.

d. Excess/Umbrella Liability

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

e. Professional Liability

The Vendor shall have Professional Liability insurance up to the value of the initial Contract and shall maintain such coverage during the life of the contract.

f. Reserved

g. Reserved

h. Reserved

80. Agency Approval of Sub-Contractors

The Agency must approve any and all sub-contractors utilized by the Vendor prior to any such sub-contractor commencing any work. Vendor acknowledges that any work provided under this Contract to any Town entity is work conducted on behalf of the Town and that the Tax Collector of the Agency or his/her designee may communicate directly with any sub-contractor as the Town deems to be necessary or appropriate. Vendor must be responsible for all payment of fees charged by the sub-contractor(s). A performance evaluation of any sub-contractor must be provided promptly by the Vendor to the Agency upon request. Vendor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Vendor to utilize sub-contractors to meet the Agency's needs. When this occurs, Vendor must alert the Agency for approval of desired sub-contractor before work is started.

81. Reserved

82. Reserved

83. Reserved

84. Reserved

(Electronic signatures are acceptable via email from the entities email system.)

The signatories below certify that they have the authority to commit their entities to this contract

Signed this day: _____ day of _____, 2023

(Signature)

Steve Ostroff, EVP Payments
Catalis Payments

(Signature)

James Zeoli, First Selectman
Town of Orange, CT

Contract #:
Exhibit A
Description of Deliverables

Deliverable		Qty			
SOW is hereby incorporated as a full deliverable for the scope of work	As attached	1		Term of the contract	Pricing in Attachment B
Kiosks	Options #	QTY		Delivery Date	
Tax Collector Office	1	1		tbd	
Public Works Office	2	1		tbd	
Town Library	3	1		tbd	
Town Bank	4	1		tbd	
Other	5	As required		tbd	
Contract Extensions					
Year 5 Extension	6	As requestd		tbd	
Year 6 Extension	7	As requestd		tbd	
Annual Extension thereafter	8	As requestd		tbd	

Item	QTY	Price	Rates/Charges	Maintenance	
SOW	1	\$0 Consideration is for the right to collect credit payments from Town Taxpayers.	Full payment offerings: Credit card payment 2.50% per transaction Debit card payment 1.50% per transaction ACH e-check \$1.50 per transaction (List by service type, Taxpayer oriented) Paragraph #4 Page 2 of the Cost proposal	\$0 maintenance, support, integrations, website, equipment, and training, Dynamic Reporting, Unlimited integrations, Robust personalized payment site Free payment Terminals Per page 2 of the Cost Proposal	
Option 1	1	NTE \$20K	NTE \$20K, Town cost		
Option 2	1	NTE \$20K	NTE \$20K, Town cost		
Option 3	1	NTE \$20K	NTE \$20K, Town cost		
Option 4	1	NTE \$20K	NTE \$20K, Town cost		
Option 5	Per each	NTE \$20K	NTE \$20K, Town cost		
Option 6	1		tbd	Agreed to at exercise date	

Option 7	1		tbd	Agreed to at exercise date	
Option 8	1		tbd	Agreed to at exercise date	

Exhibit C

January 27,2023 NGFE Proposal as amended 3/30/2023 is hereby made a part of the contract (attached). This consists of Sturgis Volumes 1, 2, 3 & 4 which are hereby incorporated into the contract for deliverables, services and other items specified therein. The requirements document Requirement Document ver4final.docx dated 10/16/2022 is also incorporated herein to support the SOW answers.