

The Connecticut General Assembly

Joint Committee on Legislative Management

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REQUEST FOR PROPOSAL

ENGINEERING, PRODUCTION AND DISTRIBUTION FOR THE CONNECTICUT NETWORK

JCLM18REG0031

PROPOSAL DUE DATE/TIME: 6/8/18 at 12:00 pm (noon)

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PART A PROCUREMENT INFORMATION

A.1 Connecticut General Assembly

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management (JCLM) is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures. The JCLM is comprised of the top legislative leaders from each political party and works through a subcommittee system. The Personnel Policies Subcommittee is comprised of the Senate President Pro Tempore, the Senate Republican President Pro Tempore, the Speaker of the House of Representatives, the Majority Leaders of the House and Senate chambers and the Minority leader of the House chamber. This Subcommittee is responsible for establishing legislative personnel policies, guidelines, regulations, and salary schedules, and also approves legislative expenditures exceeding \$50,000.

A.2 Official Agency Contact Information

<u>Mailing Address</u>	<u>Email</u>	<u>Phone Number</u>
Tina Nadeau Mohr CGA Contracting Group Office of Legislative Management Legislative Office Building; Room 5100 300 Capitol Avenue Hartford, CT 06106	CGAContracting@cga.ct.gov	(860) 240 – 0100

A.3 Procurement Timeline

Milestone	Description of Milestone
Issue the RFP	The RFP will be posted on the DAS Biznet Portal on <u>5/7/18</u> .
Pre-Solicitation Meeting	Non-mandatory pre-solicitation meeting will be held. <u>5/15/18 at 11:00 am in Public Hearing Room 1C</u> .
Question Deadline	All questions shall be submitted via email to CGAContracting@cga.ct.gov no later than <u>12:00 pm (noon) on 5/17/18</u>
Answers & Amendments to RFP	All amendments to the RFP and responses to written questions will be published on the DAS State Contracting Biznet Portal on <u>5:00 pm (noon) on 5/23/18</u>
Proposal Due Date	All sealed Proposals must be submitted to the CGA Contracting Group at the Office of Legislative Management; Legislative Office Building; 300 Capitol Avenue; Room 5100, Hartford, CT 06106-1591 by <u>6/8/18 at 12:00 pm (noon)</u> .

A.4 Term of Contract

The Contract will begin upon execution and continue through June 2021. The State in its sole discretion may extend this Contract for additional terms beyond the original 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.

PART B PREVIOUS CT-NETWORK OPERATION

B.1 Background

The CGA originally supported limited coverage of the legislature for the ten years prior to 1999. A program called "From the Capitol", a two hour gavel to gavel snap shot of the legislative proceedings, was produced once a week. It was produced and distributed by West Hartford community television under contract to the CGA. The program was distributed on tape to each of the cable providers in the State with twenty-eight of the thirty cable providers in the State airing the tape.

In 1999 the legislative leaders approved moving forward with the Connecticut Network (CT-N) proposal for a gavel to gavel government channel for Connecticut. The CGA purchased equipment and produced CT-N through a partnership with Connecticut Public Television, the Connecticut Public Affairs Network, the Community-Technical Colleges of Connecticut and the New England Cable Television Association. CT-N went "live" on the opening day of the 1999 session. The CGA's goal of sponsoring the operation of CT-N is to provide the citizens of Connecticut with a nonpartisan, comment free view of their State government in action. CT-N is to be their eyes and ears when they cannot be present in person. CT-N is to provide live and on-demand coverage of State government proceedings. CT- N provides gavel to gavel coverage of all House and Senate Legislative Sessions, public hearings, legislative committee meetings and coverage of Executive and Judicial branch proceedings.

The CGA is in the process of completing a high definition (HD) upgrade, providing an HD signal to each of the CATV and Video Franchises in the state and increasing the number of live web streams as funding becomes available. An upgrade of the CT-N control room from standard definition (SD) to high definition (HD) has been completed. The upgrade of the hearing rooms and the Chambers has begun and is targeted for completion in August 2018. Currently "legacy SD" cameras are in place in nine of the ten hearing rooms and in the chambers. In one hearing room, the new HD cameras are installed but they are generating an SD signal. The output signal to the cable operators is currently SD. When the HD upgrade is completed CT-N will produce all HD programming and generate an HD output which will be down converted to SD to the cable operators. When each operator is ready to accept an HD feed the down converter for that feed will be removed. A new HD replacement mobile production system will be delivered mid 2018 designed to fit into a standard mini-van. The CGA will also install and connect one new robotic HD camera in the State Amory Emergency Operations Center (EOC) back to the CT-N control room which will be remotely controlled at each of the video consoles in the CT-N Control Room.

The JCLM on behalf of the CGA is seeking proposals for a respondent to provide engineering, production, and distribution services for CT-N.

B.2 Previous Operating Details

On behalf of the CGA, the Office of Legislative Management has been operating CT-N since November 13, 2017 with reduced staffing following a cut to the CT-N budget. Prior to this budget cut, Connecticut Public Affairs Network (CPAN) held the contract for the engineering, production and distribution of the CT-Network in accordance with the following operating guidelines.

B.2.1 Programming Topics

(1) Programming while CPAN held the contract included the following:

- (a) "Gavel to gavel" coverage of all house and senate sessions;
- (b) Coverage of at least one full public hearing and one legislative committee meeting of each of the twenty-seven legislative committees;
- (c) Press conferences at the Capitol, Legislative Office Building (LOB) and at off site locations;
- (d) Coverage of Legislative, Executive and Judicial branches;
- (e) Public Events;

- (f) Educational Materials;
- (g) Capitol News Briefing;
- (h) Election Coverage;
- (i) Capitol Report: Week-in-Review;
- (j) Around the State; and
- (k) State Agency Close-ups.

From July 2015 through June 2016, CPAN recorded nearly 1,200 events and logged more than 1,800 hours of programming, averaging close to 35 hours of new programming a week.

From November 13, 2017 through March 23, 2018 under the CGA's management, CT-N covered 374 events totaling 639 hours, averaging 33.5 hours of new programming a week.

(2) Coverage

Samples of all of these types of programming can be found on the CT-Network website at <http://www.ctn.state.ct.us/>.

B.2.2 Off-site Program Coverage/Remote Locations

CT-N provided coverage of Judicial and Executive branch programming as well as public events. CPAN utilized vendor owned vans in order to cover off-site programs. A full-sized van was used to transport the mobile production system to locations outside the Capitol Complex. The system consisted of a self-contained three robot camera production and recording system with a digital/analog video switcher and character generator. The equipment was housed in road cases, with cable interconnections case to case. CPAN used two mini-vans to transport staff utilizing the Electronic News Gathering (ENG) cameras, portable recorders, audio equipment, etc. for less complex off site coverage. The remote events were recorded for broadcast at a later time or for live coverage sent to the CT-N control room utilizing leased "Live-U" backpack transmitters.

B.2.3 Staffing

A list of previous CPAN Job Positions with descriptions and Salary Ranges is included in Attachment D.

B.2.4 Emergency Briefings

A control facility with one robotic camera was located in the Emergency Operations Center (EOC) in the State Armory located at 360 Broad Street, Hartford CT 06106. It was connected by a fiber optic link to the CT-N control room. CPAN covered briefings from the Office of Emergency Management any time of the day or night and made video feeds available to broadcast affiliates.

B.2.5 Operating Space

The CGA provides a broadcast quality digital television production and distribution system in the State Capitol and LOB for CT-N. The CT-N control room is located in Room 1702 of the LOB. The control room houses the Master Control, as well as all of the permanent production equipment. Editing of programming is performed in the control room. The available space within the control room is currently shared with the CGA's maintenance contractor's Audio/Visual Engineer and Audio/Visual Technician. Some spare CT-N equipment is also stored in a small A/V control room that is located in the back of Hearing Room 2C in the LOB.

In addition to the control room space provided by the CGA on the first floor of the LOB, CPAN had rented additional off-site office space. The closed captioning booths, the DVD order fulfillment, editing stations and staff offices were all located in CPAN's off-site office space.

B.2.6 Parking

CPAN was charged a parking fee for the employees who worked at their offsite location. This expense was included as a line item in the budget. CPAN employees, who worked in the CTN control room, were permitted to park in the Legislative Office Garage free.

B.2.7 Equipment, Hardware and Software

A list of CGA owned equipment is provided in Attachment G. Listed is the equipment currently in use as well as the HD equipment to be brought on-line with the HD upgrade prior to the contract start date.

The web streaming hardware and software are provided and maintained by the CGA. There are two media servers. The existing equipment allows for two to three events to be covered simultaneously.

In each hearing room, there are three, four or five (with the HD upgrade) pan/tilt units with quick release camera mounts. There currently are twenty-one (21) "legacy SD" cameras available for use in the hearing rooms and they are switched between rooms as needed. With the HD upgrade there will be HD cameras permanently installed in each Hearing Room. All the legacy SD cameras are fundamentally the same, but with minor differences, as the result of purchase date.

The other cameras are used for news gathering and the remote system. There are permanent cameras that remain in the Senate and House chambers at all times.

The CT-N control room is connected to the LOB's back-up generator. Equipment within the room is on battery back-up uninterrupted power systems. The LOB's power is partially backed up by the building generator. The State Capitol power is 100% backed by its back-up generator. In the event of a power failure, events in the LOB would adjourn and events in the State Capitol may continue.

B.2.8 Fiber Lines

Fiber carries the signal from the State Capitol and the LOB to the cable operators. The signal from the control room to the cable operators' head-ends around the state is carried primarily on fiber leased from Frontier. Some of the fiber is owned and donated by cable operators. The fiber between the LOB and the EOC in the State Armory is owned by the State of Connecticut.

The State Capitol and the LOB have permanent fiber and there is plenty of spare fiber if some needs to be replaced. There are currently 144 strands of single mode and 144 strands of multimode fiber from the LOB to the State Capitol, which is maintained by the CGA's Office of Information Technology Services (ITS). Less than half of the multimode fiber is terminated and in use and about half of the strands of single mode fiber are terminated and in use. The remaining fiber has not been terminated and would be terminated and tested by the CGA ITS office prior to being used as required.

The current cost for use of the fiber to communicate signal to the providers is paid for by the CGA and is based on the current distribution plan. The fiber and encoders donated by the cable companies are maintained by them. The leased fiber, encoders and decoders are maintained by the lessors. The fiber between the LOB and Armory EOC is maintained by the State's Department of Information Technology. The encoders and decoders for the Armory connection and all connections in the LOB and Capitol were maintained by CPAN.

This fiber distribution network is currently carrying an SD signal. The network will need to be upgraded to allow an HD signal once the upgrade is completed and the cable operators are ready to accept an HD signal.

B.2.9 Audio

The audio from the hearing rooms is output from a Taiden 8300 Series Digital Conferencing System located in each room. These systems were installed at the beginning of 2017. The systems are tied together on a data network to each other. They are also tied to touch screen control computers in each hearing room and each video console in the CT-N control room.

The audio from the Senate Chamber is output from a custom built audio system. The audio from the House Chamber is output from a Danish Interpretation Systems (now a part of Shure) Conferencing System located in the House Chamber. There is no microphone control in the CT-N control room for the House or Senate systems. The audio from each chamber is sent to the CT-N control room where it feeds the CT-N audio inputs. In each chamber the audio output from the systems also feed amplifiers for loud speakers within each chamber.

B.2.10 Pool Feed

Upon request, CPAN had provided clean pool feeds of CT-N programs at no charge to other TV outlets in the state with which it has reciprocal collaborations, including WFSB-3, WVIT (NBC 30), WTNH (News Channel 8), WTIC (Fox 61), and News 12 Connecticut. A live pool feed was available at press boxes on the exterior of the State Capitol and the LOB and by way of a microwave transmitter on the LOB which could be activated upon request.

B.2.11 Programming Scheduling

Since November 13, 2017 OLM has been utilizing the following programming scheduling methodology. OLM temporary production staff researches all available programming and recommends what is possible to be covered within the capability of the CT-N equipment. A weekly meeting is held on Thursday afternoon each week to select events to be covered the following week. The Producers, Senior Production staff and a CGA representative attend this meeting when available. The CGA representative acts as a passive attendee who offers input upon request. At this meeting the Producers present the available for coverage based on the legislative schedule, the legislative room reservation system, press releases, and other information gathered by the producers. The meeting attendees prioritize the events for coverage designating them as to be covered, pending (if equipment becomes available) or lower priority. Events for live coverage either on the CT-N television channel or one of the web channels are then to be selected. During session it is sometimes necessary to reschedule this meeting to Friday morning as information on the following week's Public Hearings and Committee Meetings are subject to change. In a week where there is a Friday State holiday, the meeting is held on Wednesday afternoon or Thursday morning. The temporary production staff provides a draft Schedule of Events by e-mail to the programming meeting attendees to give them the opportunity to comment within one hour of each programming meeting.

The temporary production staff issues within four business hours of each programming meeting a Final Schedule of Events to be covered each week via email to a CGA established e-mail distribution list. This schedule is updated as required during the week and the temporary production staff emails an updated coverage list daily. Coverage of an event not previously listed to be covered or as pending shall not proceed without obtaining CGA approval. Last minute approval of coverage of an event that was not listed on the weekly or daily listing may be obtained by an e-mail request and approval from a CGA representative. The CGA participates in the selection of events to be covered and resolves priority issues. The CGA maintains editorial control over CT-Network programming.

B.2.12 Network Carriage and Channel Use Agreements

CT-N was carried on all cable systems in the State and Frontier Vantage. CT-N is not currently available on satellite television. Attachment E includes a coverage map and Attachment F includes a list of cable system carriage by Connecticut town.

B.2.13 Closed Captioning

Closed captioning was being performed utilizing three Caption Mic "echo" systems with equipment purchased from Ultech. All equipment is owned by the CGA. 100% of CT-N's on-air programming was closed captioned and some live web streams were closed captioned. CPAN had worked with the Board of Education Services for the Blind to help identify closed captioning technicians for CT-N. Half of the regular captioning staff (two full-time positions) were filled by vision impaired closed captioning technicians.

B.2.14 Educational Materials

CPAN developed a library of civics educational content, which was available to the general public, but is specifically targeted to Social Studies teachers at the High School and Middle School levels. Examples can be found at <http://www.ctn.state.ct.us/education.asp>. This educational material was a work made for hire and is owned by the CGA.

B.2.15 Website

CPAN was responsible for maintaining and updating the content that is still available on the CT-N website, which is accessible at: www.ctn.state.ct.us and at www.ct-n.com. There are currently five live web streams including the "On CT-N", "CT-N Instant", "Live 1", "Live 2" and "Court Feed". Previously recorded CT-N programs are available for viewers to watch on-demand. Viewers could also subscribe to podcasts of Capitol Report: Week in Review, Connecticut House of Representatives Sessions, and Connecticut State Senate Sessions.

B.2.16 Promotion and Social Media

CPAN conducted promotions through network television, radio, and public relations. All promotion costs were paid for by CPAN and promotion was limited to CT-N. Cable companies were not required to carry promotions for CT-N on their other channels. CPAN had also established a Twitter and Facebook account for CT-N.

B.2.17 Archiving

All of the CT-N programming was stored on DVD. CPAN created multiple DVD copies of each event for additional archive security and a redundant archive was held by the Connecticut State Library. Newer archiving technology is under review.

B.2.18 DVD sales

CPAN offered programs for sale on DVD. CPAN retained revenue from the DVD sales.

B.2.19 Ownership of Logos

The name "CT-N", "Connecticut Network" and all CT-N logos and graphics are owned by the CGA.

PART C SCOPE OF WORK

C.1 Base Scope of Work

The CGA is seeking proposals for the transitional engineering, production and distribution of the CT-N through June 2021. Respondents may also submit proposals for Closed Captioning.

C.1.1 Required Programming

The awarded respondent shall provide CT-Network (CT-N) programming for all three branches of government in the following priority order:

(1) House and Senate Sessions

The awarded respondent shall cover all House and Senate sessions on a "gavel to gavel" basis, including any special sessions in accordance with the Legislative Operating Agreement in effect. The awarded respondent may switch from live "gavel to gavel" coverage on TV to another program in progress during recesses or other appropriate intervals. The awarded

respondent will provide on-screen notice that the original programming will return when the recess or other precipitating event is concluded. "Gavel to Gavel Coverage" is defined as coverage that begins when the individual presiding in either the Senate or the House Chamber strikes the gavel at the beginning of the session and coverage that ends when the gavel is struck at the end of the session.

(2) Legislative Public Hearings

The awarded respondent shall cover as many full public hearings as possible. If possible, at least one full public hearing of each of the legislative committees is to be covered per legislative session, but not at the expense of covering higher priority meetings, hearings, or events.

(3) Legislative Committee Meetings

The awarded respondent shall cover as many full legislative committee meetings as possible. If possible, at least one full legislative committee meeting of each of the legislative committees is to be covered per legislative session, but not at the expense of covering higher priority meetings, hearings, or events.

(4) Press Conferences

The awarded respondent shall, at minimum provide coverage of as many press conferences at the State Capitol or LOB as possible in accordance with the priority listing to be provided by the CGA.

(5) Judicial and Executive Branch Programming

The awarded respondent shall cover Judicial and Executive Branch proceedings in accordance with the Legislative Operating Guidelines included in Attachment H.

(6) Public Interest Programming

The awarded respondent may cover Public Interest Programming occurring around the state in accordance with the Legislative Operating Guidelines included in Attachment H. The awarded respondent will be expected to cover offsite events.

C.1.2 Programming Hours

(1) Non-Legislative Session (Interim)

The awarded respondent shall create and air as many hours of programming as possible when the Legislature is not in Session. The goal shall be to create and air an average of twenty (20) hours of live weekly programming when the Legislature is not in Session.

(2) Legislative Session

The awarded respondent shall create and air a goal of an average of thirty-five (35) hours of live weekly programming when the Legislature is in Session.

C.1.3 Emergency Briefings

The awarded respondent shall continue to cover briefings from the State Amory EOC when it is activated at any time of the day or night and make video feeds available to broadcast affiliates via the media boxes, the LOB microwave transmitter and other approved methods.

C.1.4 Control Room Coverage

The awarded respondent shall provide sufficient production and engineering staff on-site to meet the requirements of the legislative coverage. The control room is not required to be (and should not be) staffed twenty four hours a day but staffing should be available for extended hours, days and some weekends as required during legislative sessions. During regular business hours and during live broadcasts, engineering staff shall be on-site to perform preventative and corrective maintenance on the equipment. In the case of an equipment malfunction outside of normal business hours, an individual is to respond either remotely or to the LOB to correct the problem.

C.1.5 Website

The CGA ITS office will host the CT-N website. The awarded respondent shall update content on the website for CT-N with the five existing web streams and on-demand programming on the existing site www.ctn.state.ct.us and www.ct-n.com.

The awarded respondent shall continue live streaming all available programming, including "DVR" pause/rewind functionality. This currently includes up to three fully-produced live web streams as well as the CT-N Instant feed used for presenting raw feeds from the field. The awarded respondent shall continue to update CT-N's Video on Demand library. All internet-based video access shall continue to be offered on both Desktop and mobile computing platforms.

C.1.6 Archiving

The awarded respondent shall participate in the creation of a permanent video archive for all aired CT-N programming complete with CT-N graphics. The archive shall be cataloged in a database, maintained by the awarded respondent and accessible by the State Library and the CGA Legislative Library.

C.1.7 Programming Scheduling

The Respondent may include in their Proposal revisions to the Programming Scheduling procedure outlined in section B.2.11. The CGA reserves the right to approve or modify this proposed procedure upon Contract award. The CGA will participate in the selection of events to be covered and will resolve priority issues. The CGA will also maintain editorial control over CT-Network programming throughout the term of the Contract.

C.1.8 Network Carriage and Channel Use Agreements

The awarded respondent shall work with all CT cable providers in CT to ensure that CT-N is carried on all cable systems in the State and Frontier Vantage as indicated on the coverage map in Attachment E and covers the list of Connecticut towns included in Attachment F. The awarded respondent is not required to ensure that CT-N is carried on satellite television.

The awarded respondent shall work with the CGA and all cable providers in CT to develop a plan to make a high definition feed available to each provider in as cost effective a manner as possible. The CGA will fund the distribution upgrade as funding permits.

C.1.9 Parking and Operating Space

The CGA will provide parking at the Legislative Parking Garage for the awarded respondent's employees assigned to the CT-N contract. The awarded respondent will also be granted use of the CT-N control room located in the LOB as well as existing storage areas in the back of Hearing Room 2-C and in a first floor mechanical room to utilize as operating space.

C.1.10 Equipment, Hardware and Software

The awarded respondent shall provide technical assistance in diagnosing CT-N equipment issues and working with manufacturer's to resolve warranty and equipment problems. The CGA shall provide all the necessary equipment, hardware and software required to operate CT-N.

C.1.11 Fiber

The CGA will pay for all the fiber which carries the signal from the State Capitol and the LOB to the cable operators. The signal from the control room to the cable operators' head-ends around the state shall continue to be carried primarily on fiber leased from Frontier, CEN and other providers. The fiber between the LOB and the EOC in the State Armory shall continue to be owned by the State of Connecticut.

C.1.12 Promotion & Social Media

The awarded respondent may promote the CT-Network on free platforms such as Twitter and Facebook. The awarded respondent shall not utilize paid promotion of any kind including purchased television, radio, and public relations promotions unless there is a compelling reason to do so and the paid promotion is first approved by the CGA in writing.

C.1.13 Legislative Operating Guidelines

The awarded respondent shall abide by the Legislative Operating Guidelines included in Attachment H.

C.1.14 Furniture and Equipment

The CGA will provide any required furniture or equipment for the control room. The CGA will retain ownership of all CGA purchased furniture and equipment for the control room at the conclusion of the contract period. The CGA shall have the right to verify and inspect said furniture and equipment.

C.1.15 Staffing

The awarded respondent shall provide staffing required to engineer, produce and distribute CT-N in accordance with the above specifications. Changes to the staffing structure and salary ranges shall be mutually agreed upon by the awarded respondent and the CGA.

C.2 Closed Captioning (Optional)

The CGA desires to have all programming closed captioned within two days, if funding is available. Real time closed captioning is not required for most programming, although the CGA may prefer to have real time closed captioning for specific events.

Respondents may provide a proposal for closed captioning of CT-N's programming. The respondent should include in the proposal for services pricing for closed captioning with a two day turnaround and on a real-time basis.

The awarded respondent will be granted use of the closed captioning Ultech Caption Mic "echo" systems equipment which was purchased from Mark Hall Sales Associates. This system is no longer being sold or supported by the supplier.

C.3 CGA Ownership Rights

All programming created by the awarded respondent will be considered a work made for hire for which the CGA retains all ownership. All archival footage is owned by the CGA and thus the copyright is also owned by the CGA. The CGA reserves the right of approval of the use of and retains ownership to all names, logos, bugs, etc. associated with CT-N. No work product, report or document produced in whole or in part in connection with the Contract shall be the subject of an application for copyright by or on behalf of the awarded respondent. The awarded respondent shall not use the name of the CGA for advertising or promotional purposes without prior permission in writing. The awarded respondent is allowed to use the CGA as a reference.

C.4 Reporting Requirements

The awarded respondent shall submit a written Monthly Management report to the CGA five business days after the last calendar day of every month which must include, but is not limited to:

- (1) A listing of CTN programming hours and a description of how the weekly programming goals included in Section C.1.2 were achieved;
- (2) Operation and Equipment issues and recommended resolutions; and
- (3) Staffing Changes.

C.5 Monthly Status Meetings

The respondent shall attend regular monthly status meetings to be scheduled by the CGA. Meeting attendees shall include CGA and respondent staff. The CGA or the respondent may request additional meetings. The points to be discussed include, but are not limited to equipment, staffing and programming.

C.6 Freedom of Information

Pursuant to C.G.S. § 1-210 all responses to this RFP, upon contract award or upon cancellation of the RFP, are considered public records and every person shall have the right to (1) inspect such records promptly during regular office or business hours, (2) copy such records in accordance with subsection (g) of section 1-212, or (3) receive a copy of such records in accordance with section 1-212.

The awarded respondent shall also acknowledge that all working papers and other documentation, including but not limited to, documents, statements, plans, books, computations, drawings, notes, reports, records and correspondence directly pertinent to performance under the Contract shall be subject to the Freedom of Information, upon contract award.

PART D REQUIRED QUALIFICATIONS

D.1 Respondent Qualifications

Respondents shall be in the business of providing broadcast/cable television services for a minimum of five years.

D.2 Individual Qualifications

Individuals assigned to work on this project by the awarded respondent shall have experience providing broadcast/cable television services.

D.3 Subcontractor

Any subcontractors shall have experience providing broadcast/cable television. Subcontractors must be acceptable to the CGA and be approved in writing by representatives of the JCLM prior to the Subcontractor starting any work on this project. The respondent shall assume responsibility for all services offered in its Proposal whether they are provided by the respondent or a subcontractor. The respondent shall be the sole point of contact with regards to all matters, including subcontractor performance.

PART E PAYMENT TERMS

E.1 Compensation Amount

Respondents are invited to submit proposals to perform the work outlined in the Base Scope of Work and may submit a proposal to also provide Closed Captioning services. Respondents shall include the total cost of these services on the Pricing Page included in Attachment A along with any prompt payment discounts. Payments will be made on a fixed monthly amount.

E.2 Invoice Guidelines

E.2.1 Properly Prepared Invoice

A properly prepared invoice shall include:

- (1) The purchase order number,
- (2) Invoice date,
- (3) Invoice number, and
- (4) Description of the service provided and the services dates.

The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

E.2.2 Frequency of Billing

Invoices shall be submitted on a monthly basis.

E.2.3 Fifteen Dollar Minimum

Pursuant to C.G.S. 2-71p(i), "Each contract for contractual services entered into by the committee on and after July 1, 2015, shall require the contractor awarded such contract, and each subcontractor of such contractor, to pay each of the contractor's or subcontractor's employees providing services under such contract, and that are performed or rendered at the Legislative Office Building or the State Capitol, a wage of at least (1) fifteen dollars per hour, or (2) if applicable, the amount required to be paid under subsection (b) of section 31-57f, whichever is greater. The provisions of this subsection shall not apply to any employee providing services under such contract who receives services from the Department of Developmental Services."

PART F PROPOSAL REQUIREMENTS

F.1 Proposal Submission Guidelines

Respondents shall submit proposals in accordance with the following guidelines:

F.1.1 Proposal Form

Respondents shall submit one original copy of the proposal and one electronic copy of the proposal on a CD, DVD or USB flash drive in a SEALED shipping box or envelope. The electronic version of the proposal can be submitted in Portable Document Format (.pdf) and or Microsoft Word format.

Respondents shall mail proposals to the following address:

Contracting Group
Office of Legislative Management
Legislative Office Building, Room 5100
300 Capitol Avenue
Hartford, Connecticut 06106

F.1.2. Labeled Proposals

Respondents **shall affix the following** label to the outside of the shipping box or envelope:

SEALED PROPOSAL TITLE - REQUEST FOR PROPOSAL CONTRACT ID:	Engineering, Production and Distribution for CT-Network JCLM18REG0031
DEADLINE FOR RECEIPT:	6/8/18 at 12:00 pm (noon)
CONTACT NAME:	Tina Nadeau Mohr

F.2 Required Proposal Documentation

Respondents shall include the following documentation, in the following order and format, in their proposal. The CGA reserves the right to disqualify any Proposal which does not include the following documentation.

F.2.1 Pricing Page

All respondents shall include a completed Pricing Page in the Proposal; (Attachment A)

F.2.2 Experience and Knowledge

All respondents shall include documentation regarding experience and knowledge in the Proposal;

(1) Respondent Experience and Knowledge:

(a) Size of firm (number of employees);

(b) Evidence of five years of experience with projects similar to that described in this RFP;

- (c) Principal Place of Business; and
 - (d) Demonstrated business of providing broadcast/cable television, engineering, and production and distribution services in accordance with the requirements in Part C.
- (2) Respondent Reference Projects:
- (a) Name, title, address and telephone number of reference;
 - (b) Description of project;
 - (c) Duration of project; and
 - (d) Total Project Cost.
- (3) Individual Experience and Knowledge:
- (a) Name and title of personnel assigned to the project;
 - (b) Evidence of experience with projects similar to that described in this RFP in Section C;
 - (c) Resumes including professional association memberships;
 - (d) Reference projects for each individual listed in this section with the same format as listed above; and
 - (e) Demonstrate that individuals assigned to work on this project by the respondent can meet the requirements listed in Section D above.
- (4) Subcontractor Experience and Knowledge:
- (a) List of Subcontractors to be used to perform work;
 - (b) Description of the services to be provided by each Subcontractor;
 - (c) Evidence of experience with projects similar to that described in this RFP in Section C;
 - (d) Size of firm (number of employees);
 - (e) Principal Place of Business; and
 - (f) Reference projects for each subcontractor with the same format as listed above.

F.2.3 Financial Information

All respondents shall include two years of the most recent financial statements in the Proposal;

F.2.4 Equipment, Hardware and Software

Respondents shall provide a list of any additional equipment, hardware and software required in the control room to meet the requirements of this RFP. The CGA may provide the requested additional equipment at its discretion and when there are available funds. A current list of equipment is available in Attachment G.

F.2.5 Confidential Information

The respondent shall clearly specify which information contained in the Proposal response is respondent Information and therefore should be considered exempt by the CGA from disclosure under the Freedom of Information Act (FOIA) upon contract award. The respondent may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the respondent believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the respondent that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA.

F.2.6 Terms and Conditions

All respondents shall acknowledge the CGA Terms and Conditions included in this RFP in Attachment C or clearly state all exceptions to the specifications, terms and/or conditions of the Request for Proposal.

F.2.7 Forms

Respondents shall complete and submit the following forms along with the electronic copy of the proposal only. The forms listed below include links to the fillable forms which can be completed and submitted electronically.

[Proof of Authorization](#)

[Certification Form](#)

[CHRO Contract Compliance Monitoring](#)

[Report](#)

[Vendor Profile](#)

[W-9 Form](#)

[Gift and Campaign Ban Acknowledgement form](#)

[Iran Certification Form](#)

F.2.8 Detailed Line Operating Budget

Respondents shall submit a detailed line operating budget for the proposed services noted in the RFP.

F.2.9 Coverage Plan

All respondents shall submit a detailed Coverage Plan to provide live or taped coverage of the Legislative proceedings, including public and committee hearings, and sessions of the House and Senate in accordance with the attached Legislative Operating Guidelines included in Attachment H. The respondent shall address the following points in their coverage plan:

- (1) Provision of clean pool feeds of CT-N programs to other TV outlets in the state at no charge;
- (2) Prohibition of running cables within buildings without prior authorization from a CGA Representative;
- (3) Goal of a minimum of thirty-five (35) hours of live, same day, or as close to same day coverage per week during Session;
- (4) Goal of a minimum of twenty (20) hours of live, same day, or as close to same day coverage per week during Session;
- (5) Provision of programming outlined in Section C;
- (6) Provision of remote coverage for offsite events; and
- (7) Emergency briefings.

F.2.10 Website

The respondent shall acknowledge that the CGA ITS office will host the CT-N website and describe the methodology by which staff will update content on the website for CT-N with the five existing web streams and on-demand programming on the existing site www.ctn.state.ct.us and www.ct-n.com. Respondents shall detail their plans for providing streaming video, on-demand video, mobile on-demand video and mobile download (podcast) video services. The proposal should also acknowledge that staff shall continue live streaming all available programming, including "DVR" pause/rewind functionality.

F.2.11 Programming Scheduling

The Respondent may include in their Proposal revisions to the Programming Scheduling procedure outlined in section B.2.11. The Respondent may also propose other electronic notification and approval systems for approval by the CGA to meet the e-mail notification requirements in this RFP.

F.2.12 Network Carriage and Channel Use

Respondents shall provide a proposed Distribution Plan detailing what cable or other television system CT-N will be carried on and a list of each cable or other television systems' ability to distribute the output

signal in real-time. This plan should also acknowledge that the live television signal of any legislative sessions, committee meetings, or public hearings, and other events being covered that are held in the Legislative Office Building and Capitol will be fed to the appropriate channel on the State Capitol and Legislative Office Building closed circuit television system;

F.2.13 Parking and Operating Space

Respondents shall include in their proposal a description of parking and operating space needs.

F.2.14 Production Engineering Services

The respondent shall describe the technical assistance they can provide in diagnosing CT-N equipment issues and working with manufacturer's to resolve warranty and equipment problems.

F.2.15 Fiber

Respondents shall provide a breakdown of the costs of fiber that would be necessary to communicate a signal to cable providers. The CGA will pay the cost of fiber to communicate the CT-N signal to cable providers. The respondent shall provide detail in the proposal regarding how much fiber is needed and what they would propose to do with the fiber.

F.2. 16 Promotion of CT-Network

Respondents shall outline their approach to the promotion of the CT-Network.

F.2.17 Legislative Operating Guidelines

Respondents shall acknowledge the following with respect to the Legislative Operating Guidelines:

- (1) Conduct their operations in accordance with the Legislative Operating Guidelines included in Attachment H;
- (2) List the CGA as the customer of record on any future carriage agreements that are entered into on behalf of CT-N or any current agreements that are renewed and that the CGA will be responsible for paying any fiber or carriage expenses associated with carrying CT-N;
- (3) Cover the House and Senate sessions on a gavel to gavel basis;
- (4) Cover as many full public hearings as possible;
- (5) Cover as many full legislative committee meetings as possible;
- (6) Provide coverage of as many press conferences as possible at the State Capitol or the LOB that are permitted under Rule 8 of the CGA's "Regulations Concerning State Capitol Building, Legislative Office Building and surrounding Grounds" by Legislators, Commissioners and Deputy Commissioners of State agencies, provided the purpose of the press conference concerns their official activities and incumbent office holders and major party candidates for President, Vice President, United States Senator, United States Representative, Governor, Lieutenant Governor, Secretary of the State, Comptroller, Treasurer and Attorney General";
- (7) Provide coverage of briefings from the Office of Emergency Management that are held in the State Armory EOC; and
- (8) Provide Judicial Branch and Executive Branch programming.

F.2.18 Staffing

All respondents shall provide a Staffing Plan which outlines the respondent's approach to providing sufficient production and engineering staff on-site to meet the requirements of the legislative coverage. This Staffing Plan shall include, but not be limited to:

- (1) Detailed plan of Production and Administrative staff, including the title for each position and description of responsibilities required to create Base Programming;
- (2) The minimum education and qualifications for each position;

- (3) Salary and benefit ranges for each position;
- (4) Proposed personnel who could provide the services described in this RFP. For each person assigned to provide these services, the respondent shall include:
 - (a) Evidence of experience in providing television engineering, production, and/or distribution services and projects they worked on;
 - (b) Educational qualifications and professional association memberships; and
 - (c) Resumes and summaries of contacts with references.
- (5) Plan for usage of temporary staffing and interns;
- (6) Agreement to offer a right of first refusal for jobs to existing staff employees; and
- (7) Control Room Coverage as outlined in C.1.4.

F.3 Closed Captioning Proposal Documentation (Optional)

All respondents may include the following in the Closed Captioning proposal:

F.3.1. Closed Captioning Budget

The respondent may provide a Closed Captioning budget.

F.3.2 Closed Captioning Methodology

Respondent may describe methodologies to provide closed captioning services as outlined in Section C.2.

F.3.3 Staffing

All respondents may describe staffing plan for closed captioning.

F.4 Documentation Required Subsequent to Contract Award

The awarded respondent shall provide the following documentation subsequent to the Contract award.

F.4.1 Insurance Certificate

Please see minimum required levels listed in the Terms and Conditions section of this RFP. The awarded respondent must name the State of CT/CT General Assembly as an additional insured;

F.4.2 Nondiscrimination Certification

Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. Accordingly, this form is a certification that the successful Contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the CGA's executing the Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities;

Please refer to the following guidelines when completing the Nondiscrimination Certification:

- **Form A. Representation:** For use by an [individual](#) when entering into any Contract, [regardless of Contract value](#).
- **Form B. Representation:** For use by an [entity](#) when entering into any Contract valued at [less than \\$50,000](#) for any year of the Contract.
- **Form C. Affidavit:** For use by an [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the **Contract and** the entity certifies through an [affidavit](#) that a complying nondiscrimination policy is currently in place.
- **Form D. New Resolution:** For use by a [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the Contract **and** the entity has a complying nondiscrimination policy adopted

by a [new resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

- **Form E. Prior Resolution:** For use by a [entity](#) when entering into any Contract valued at [\\$50,000 or more](#) for any year of the Contract **and** the entity has a complying nondiscrimination policy adopted by a [prior resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

F.4.3 Iran Certification:

Pursuant to P.A. No. 13-162, this form shall be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes with the bid or proposal, upon submission of a bid or prior to executing a large state contract. The certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

PART G EVALUATION OF PROPOSALS

G.1 Mandatory Requirements

Prior to submitting a Proposal, each respondent shall examine the RFP and may visit the site of the work. Each respondent shall fully inform themselves prior to submitting the Proposal as to the existing conditions and limitations under which the work is to be performed. Respondents shall include in the Proposal a sum to cover the cost necessary to perform the work as set forth in this RFP. No allowance will be made to a respondent because of lack of such examination or knowledge. The submission of a Proposal will be considered conclusive evidence that the respondent has made such an examination.

CGA will determine if all Proposals include all mandatory requirements and are complete submissions. The CGA has the sole discretion to decide if Proposals are nonresponsive to this RFP.

G.2 Qualitative Elements

Once it is determined that the Proposal(s) are complete submissions, the Proposal will be given to the Evaluation Committee for review. The following factors will be scored by the Evaluation Committee. Each factor will be scored using a scale of 1 through 5. The individual ratings for each member of the Evaluation Committee will be combined and averaged and then multiplied by pre-set criteria weights.

Evaluation Criteria	
1	Demonstrated expertise and qualifications to meet the Proposal Requirements
2	Cost for Base Scope of Work and Closed Captioning
3	Staffing Plan for Base Scope of Work and Closed Captioning
4	Past Performance on similar projects
6	Completeness and quality of proposal
	TOTAL

G.3 Presentations

After review of the Proposals by the evaluation committee, the CGA may schedule times for some or all respondents to make presentations. During these presentations, the respondent(s) may be asked to provide an overview of their written Proposal, answer questions and/or provide clarifications.

G.4 Contract Award

All respondents will be notified of the Contract award once approved. The CGA will send letters to all respondents indicating the Proposal selected for Contract award

PRICING PAGE

Contract Title: Engineering, Production and Distribution for the CT-Network
Contract Number: JCLM18REG0031

Compensation

Base Scope of Work: Transitional Engineering, Production and Distribution for the CT-N.	
Year 1	\$ _____ /year
Annual Escalation %	_____ %
Closed Captioning (Optional)	
2 day turnaround	\$ _____ /hour
Real Time	\$ _____ /hour
Annual Escalation %	_____ %

Payment Terms

Standard payment terms are net 45 days.

Please indicate any early payment discount terms: % Discount, Days.

Please indicate if you are a Connecticut SBE/MBE: MBE SBE

The undersigned agrees to furnish all services and/or commodities to the CT General Assembly as described in Contract at the prices listed above.

Company:			
Address:			
Signature:		Date:	
Name (Printed):		Title:	
Email:		FEIN#:	
Phone #:		Fax #:	

PROPOSAL CHECKLIST

Contract Title: Engineering, Production and Distribution for the CT-Network

Contract Number: JCLM18REG0031

PROPOSAL FORMAT	INDICATE PROPOSAL PAGE WHERE THIS REQUIREMENT CAN BE FOUND.
F.2 Required Proposal Documentation	
F.2.1 Pricing Page (Attachment A)	
F.2.2 Experience and Knowledge	
F.2.3 Financial Information	
F.2.4 Equipment, Hardware and Software	
F.2.5 Confidential Information	
F.2.6 Terms and Conditions	
F.2.7 Forms	
F.2.8 Detailed Line Operating Budget	
F.2.9 Coverage Plan	
F.2.10 Website	
F.2.11 Program Scheduling	
F.2.12 Network Carriage and Channel Use	
F.2.13 Parking and Operating Space	
F.2.14 Production Engineering Services	
F.2.15 Fiber	
F.2.16 Promotion of CT-Network	
F.2.17 Legislative Operating Guidelines	
F.2.18 Staffing	
F.3 Closed Captioning Proposal Documentation (Optional)	
F.3.1 Closed Captioning Budget	
F.3.2 Closed Captioning Methodology	
F.3.3 Staffing	

CGA TERMS AND CONDITIONS

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

- (a) Bid: A Bid submitted in response to a Solicitation.
- (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the CGA 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.
- (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or

protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the CGA; (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 CGA, the Contractor, or the State.

- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.
- (f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather

CGA TERMS AND CONDITIONS

- conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
- (k) Goods or Services: Goods, Services or both, as specified in the Solicitation.
- (l) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (m) Services: The performance of labor or work, as specified in the Solicitation.
- (n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS's. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS's, the CGA's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in in the Contract.
- (o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.
- (p) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- (q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Contracting Vehicle. The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID" IT'S USE OF THOSE TERMS 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 STATE 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" and "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.
3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in the Contract. For purposes of this Contract, to perform and the performance in Attachment A of the Contract is referred to as "Perform" and the "Performance."

CGA TERMS AND CONDITIONS

4. Price Schedule, Payment Terms and Billing.

Parties, that:

(a) Payment Term: Payment terms under this Contract are set forth in Exhibit B of the Contract. Payment shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the CGA for the Performance. The invoice shall include detailed information for Goods and/or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(b) Price Adjustments:

Price Adjustments: No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the CGA's part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA's sole discretion, as if the Rejected Goods and Contractor Property were the CGA's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the CGA or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the CGA shall invoice the Contractor for

CGA TERMS AND CONDITIONS

- all such cost and expenses and the Contractor shall reimburse the CGA no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the CGA and all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the CGA and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A of the Contract and at the prices set forth in Exhibit B of the Contract. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B of the Contract.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may Terminate the Contract whenever the CGA makes a written determination that such Termination is in the best interests of the CGA. The CGA shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The CGA shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice from the CGA, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the CGA all Records. The Records are deemed to be the property of the CGA and the Contractor

CGA TERMS AND CONDITIONS

- shall deliver them to the CGA no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the CGA for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the CGA, the Contractor shall cease operations as the CGA directs in the notice, and take all actions that are necessary or appropriate, or that the CGA may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the CGA directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The CGA shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the CGA in accordance with Exhibit A of the Contract, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the CGA is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the CGA, the Contractor shall assign to the CGA, or any replacement contractor which the CGA designates, all subcontracts, purchase orders and other commitments, deliver to the CGA all Records and other information pertaining to its Performance, and remove from CGA premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the CGA may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the CGA.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the 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 the Contract or the reduction may take such other form as the CGA deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the

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notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B of the Contract.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the 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. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the CGA, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the 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 CGA shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B of the Contract and the Contractor shall pay the CGA's invoice immediately after receiving the invoice. If the CGA does not Terminate

the Contract, the CGA will deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The CGA shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any), be signed and comply with all other State and CGA requirements, particularly the CGA's requirements concerning procurement. Purchase orders issued in compliance with these requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The CGA may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the CGA shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the CGA and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The

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Contractor shall use counsel reasonably acceptable to the CGA in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.
- (c) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the CGA 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 CGA prior to the Effective Date of the Contract evidencing that the CGA is

an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the CGA is contributorily negligent.

- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the CGA's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible,

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- to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. The CGA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the CGA loading dock or receiving platform. The receiving personnel of the CGA are not required to assist in this process. The decision of the CGA as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the CGA must first approve a request for extension from the time specified in the 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 CGA unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.
21. Goods Inspection. The CGA 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 the Contract. If any Goods fail in any way to meet the specifications in the Contract, the CGA 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.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the CGA may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor 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 Contractor may have. The Contractor 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 Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours

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from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then the CGA may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the CGA.

23. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CGA. The CGA's right of setoff shall not be deemed to be the CGA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CGA.

24. Force Majeure. The CGA and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

25. Advertising. The Contractor shall not refer to sales to the CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on

the Internet, without the CGA's prior written approval.

26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.

27. Representations and Warranties. The Contractor, represents and warrants to CGA for itself and Contractor Parties, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CGA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the 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 CGA; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

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- (e) as applicable, they have not, within the three years preceding the 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 the 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, making false statements, or receiving stolen property;
- (f) they are 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 not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have 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 the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the CGA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the CGA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (R) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (S) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent

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necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section;

- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon complete installation, testing and acceptance of the Goods or Services and payment by the CGA;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without the CGA's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the CGA's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the CGA shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.

28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor 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 Contractor, represents and warrants for itself and the Contractor Parties, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is 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. 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 state's or commonwealth's 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 the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle

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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 motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles 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.

29. Disclosure of Contractor Parties Litigation.

The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of

the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to the Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

32. Non-discrimination.

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

(1) "Commission" means the Commission on Human Rights and Opportunities;

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

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

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

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

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

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

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

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

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

For purposes of this Section, the terms "Contract" and "contract" do not

include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public CGA, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an CGA of a subdivision, CGA, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations

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adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

minority business enterprises in public works projects.

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such

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Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

or negotiation prior thereto to protect the interests of the State and the State may so enter.

33. Tangible Personal Property.

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

- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another

CGA TERMS AND CONDITIONS

person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

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

34. **Whistleblowing.** The Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public CGA or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The CGA may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of

such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

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

(a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

CGA TERMS AND CONDITIONS

- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) **Professional Liability:** \$1,000,000 limit of liability.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. **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.
39. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
40. **Contractor Changes.** The Contractor shall notify the CGA in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the Performance.
- This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the CGA in accordance with the terms of the CGA's written request. The CGA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.
41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

CGA TERMS AND CONDITIONS

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of it's and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.
- (c) The CGA or State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the CGA/State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The CGA or State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the

CGA or State may conduct and the Contractor shall cooperate with an exit conference.

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

43. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

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

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

46. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The

CGA TERMS AND CONDITIONS

Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

- (b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.

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

48. Confidential Information. The CGA will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Solicitation and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally

exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform

CGA TERMS AND CONDITIONS

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

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

51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public CGA and a person for the performance of a governmental function shall (a) provide that the public CGA 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 CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public CGA 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.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

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

54. 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.

55. Certification as Small Contractor or Minority Business Enterprise. The Contractor shall be in breach of this Contract if the Contractor is certified as a “small contractor” or a “minority business enterprise” under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

CGA TERMS AND CONDITIONS

56. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C in the Contract.
57. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CGA or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the CGA and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CGA and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential

CGA TERMS AND CONDITIONS

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 CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

58. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the CGA for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor

will comply with federal and state single audit standards as applicable.

59. Anti-Trust

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

Attachment D

	A	B	C	D	E	F	G	H	I
1		General Management & Professional	Minimum Annualized	Midpoint Annualized	Maximum Annualized			Hourly Ranges	
2		Vice President of Administration & Communications	\$ 80,000	\$ 95,000	\$ 110,000				
3		Director of Programming	\$ 70,000	\$ 80,000	\$ 90,000				
4		Director of Engineering & Production	\$ 70,000	\$ 80,000	\$ 90,000				
5		Manager of Engineering & Production	\$ 60,000	\$ 70,000	\$ 80,000				
6		Director of Human Resources	\$70,000	\$80,000	\$90,000				
7		Director of Information Technology	\$70,000	\$80,000	\$90,000				
8		Director of Education & Media Services	\$70,000	\$80,000	\$90,000				
9		Office Manager	\$60,000	\$70,000	\$80,000				
10		Marketing Manager	\$48,000	\$58,000	\$68,000		Minimum	Midpoint	Maximum
11		Assignment Manager/Producer (Non-Exempt Hourly)	\$45,760	\$58,240	\$70,720		\$22.00	\$28.00	\$34.00
12		Producer (Non-Exempt Hourly)	\$41,600	\$54,080	\$70,720		\$20.00	\$26.00	\$34.00
13		Producer - Regular Part-Time (Non-Exempt Hourly)	\$41,600	\$45,760	\$54,080		\$20.00	\$22.00	\$26.00
14		Producer Assistant - Temporary Part-Time (Non-Exempt Hourly)	\$31,200	\$41,600	\$52,000		\$15.00	\$20.00	\$25.00
15		Broadcast Engineer (Exempt Salaried)	\$55,000	\$65,000	\$75,000				
16		Media Services/Closed Captioning	Minimum	Midpoint	Maximum		Minimum	Midpoint	Maximum
17		Media Services Manager (Non-Exempt Hourly)	\$41,600	\$52,000	\$62,400		\$20.00	\$25.00	\$30.00
18		Closed Captioning Supervisor (Non-Exempt Hourly)	\$35,360	\$43,680	\$52,000		\$17.00	\$21.00	\$25.00
19		Closed Captioning Tech (Non-Exempt Hourly)	\$27,040	\$35,360	\$43,680		\$13.00	\$17.00	\$21.00
20		Program & Media Asset Manager (Non-Exempt Hourly)☐	\$35,360	\$45,760	\$56,160		\$17.00	\$22.00	\$27.00
21		Media Services Support (Non-Exempt Hourly)	\$27,040	\$33,280	\$37,440		\$13.00	\$16.00	\$18.00
22		Engineering & Production	Minimum	Midpoint	Maximum				
23		Production Technician I (Non-Exempt Hourly)	\$29,120	\$33,280	\$37,440		\$14.00	\$16.00	\$18.00
24		Production Technician II (Non-Exempt Hourly)	\$33,280	\$41,600	\$49,920		\$16.00	\$20.00	\$24.00
25		Senior Production Technician (Non-Exempt Hourly)	\$37,440	\$45,760	\$54,080		\$18.00	\$22.00	\$26.00
26		Lead Production Technician (Non-Exempt Hourly)	\$49,920	\$54,080	\$58,240		\$24.00	\$26.00	\$28.00
27		Production Technician Intern (Non-Exempt Hourly)	\$22,880	N/A	N/A		\$11.00	N/A	N/A
28		Videographer/Editor (Non-Exempt Hourly)	\$37,440	\$45,760	\$54,080		\$18.00	\$22.00	\$26.00



Job Description

Position Title: Director of Programming
Reports to: Vice-President of Administration & Communications
FLSA Status: Exempt Salaried

Responsibilities

- Manage the programming function for CT-N in accordance with the organization's strategic plan and goals.
- Maintain extensive knowledge base of state government entities, officials, policy initiatives, etc. and provide editorial insight for making coverage decisions. Cultivate relationships with state government officials and staff as needed to obtain information and facilitate coverage.
- Serve as liaison to various legislative committees.
- Manage and develop Programming staff.
- Serve as daily assignment desk to schedule last minute coverage of daily events and briefings.
- Set producer schedules and coordinate producer support for all shows.
- Oversee research, creation, and use of graphics identifying testifiers (names, titles, etc.) during live shows. Assure the accuracy of all program components.
- Make quality and process improvements as required or requested.
- Create or oversee creation of show rundowns including technical/logistical details and graphics for LOB-based programs, field productions and *Capitol News Briefings*, etc. Conduct or oversee research as applicable.
- Oversee creation of the daily playlist.
- Maintain mission and editorial integrity, and provide editorial guidance and leadership for all categories of programming, including *Capitol Report*, political coverage, interstitials (Network IDs, State Agency Close-ups, public hearing schedules, *Around the State*, etc.) and special programs.
- During election season, oversee news gathering and balance tracking for political coverage including weekly outreach calls to campaigns done by programming staff.
- Perform all other duties as required by the President and CEO and/or the Vice-President of Administration & Communications.

Requirements

- Bachelor's Degree.
- Extensive, in-depth knowledge of state government structure and operations.
- Minimum of 5 years relevant experience in journalism, state government or related field.
- Superior writing skills, including excellent knowledge of grammar, spelling and punctuation.
- Represent CT-N at all times in a courteous and professional manner.
- Proficiency in MS Office required.
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency.
- No special physical requirements outside of those of a normal office setting.

Approved

Signature on File

TBD06/21/2012

Paul Giguere, President & CEO

Date

Signature on File

TBD06/21/2012

William Bevacqua, Vice President of Administration
& Communications

Date

Signature on File

TBD06/21/2012

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Vice President of Administration
& Communications

Reports to: CPAN President & CEO

FLSA: Exempt Salaried

Responsibilities

- Administer client contracts and ensure operational, financial and legal compliance across departments
- Assist in strategic planning, proposal development and contract negotiation
- Assist President & CEO in corporate financial management, including but not limited to budget and cost accounting, financial analysis and enforcement of internal financial controls
- Work with department heads to oversee the operation of all CPAN business units and ensure seamless integration of strategic and operational activities company-wide
- Serve as public information officer for the Connecticut Public Affairs Network (CPAN), and all underlying projects and initiatives; represent CPAN and its related Brands at all times in a courteous and professional manner
- Serve as liaison to the Office of Legislative Management
- Develop and maintain integrity of CPAN brand identity and work with marketing officers for CT-N, Old State House and any other business units to ensure that project brands complement one another and remain consistent with CPAN brand objectives
- Build strong partnerships and relationships with CPAN management and staff and outside organizations
- Perform all other duties as required by, and if necessary, in place of the President and CEO

Requirements

- Bachelor's Degree in business administration or communications; Master's degree, especially MBA, preferred
- Minimum 5 - 10 years high-level corporate administration and communications responsibilities
- Strong working knowledge of corporate finance, financial planning, audits and financial compliance
- Broad range of business administration and leadership skills
- Superior writing skills in all areas: internal corporate, public relations, contracts, etc.
- Proficiency in MS Office
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting

Approved

Signature on File

01/31/2012

Paul Giguere
President & CEO

Date

Signature on File

01/31/2012

Mark D. Tyszka, SPHR
Director of Human Resources

Date



Job Description

Position Title: Office Manager
Reports to: President & CEO
FLSA: Exempt Salaried

Responsibilities

- As first contact at front desk, greet visitors and answer questions; answer & route incoming telephone calls
- Monitor and route incoming faxes, mail and supply deliveries
- Maintain office vendor and customer files
- Manage office supply inventory and order supplies, keeping costs at the forefront
- Arrange equipment purchases and repairs in conjunction with management and staff
- Responsible for ordering, set-up, training and troubleshooting telephone activities at Oak St. location
- Distribute payroll and other checks, e.g., expense reimbursement, etc.
- Process all accounts receivable items, create invoices and customer records in QuickBooks Pro accounting software, process check and credit card payments; research and follow up on outstanding balances and discrepancies, assist with VHS/DVD sales and payments as required
- Process all accounts payable items and pay outstanding invoices in a timely manner
- Monitor account balances and activity via online banking; make account transfers and bank deposits
- Schedule monthly reconciliation of accounts and assist bookkeeper with process
- Input and schedule monthly SIMPLE-IRA deposits
- File quarterly & annual state and Federal tax reports; schedule state sales tax payments for videotape & DVD sales
- Prepare reports, letters and quarterly board of director packets; assist with organizing and attend board and committee meetings; take and transcribe meeting minutes
- Generate and distribute annual 1099 reports to contract employees
- Assist audit personnel during annual financial audit; follow-up as required
- Perform all other duties as required by the President and CEO

Requirements

- Bachelor's Degree preferred
- Minimum of 5 years relevant office management experience
- Superior proficiency in MS Office Suite and QuickBooks Pro required
- Exceptional writing skills, including excellent knowledge of grammar, spelling and punctuation
- Represents CPAN, Inc. at all times in a courteous and professional manner; exceptional interpersonal skills
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime
- No special physical requirements outside of those of a normal office setting

Approved

Signature On File

05/06/2009

Paul O. Giguere, President & CEO

Date

Signature On File

05/06/2009

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Director of Human Resources
Reports to: President & CEO
FLSA: Exempt Salaried

Responsibilities

- Create, implement and administer all aspects of human resources functions, strategies and best practices including but not limited to recruiting, new employee orientation, performance evaluations, employee discipline and/or terminations, training & development, safety & health and any HR-related activities
- Develop and administer employee benefit plans, including plan design and review, answer employee benefits questions and resolve employee benefit issues
- Administer bi-weekly payroll; review and audit employee attendance records and timecards as needed
- Ensure compliance with all applicable Federal and state labor laws, regulations and practices across all departments and levels of employees
- Investigate, document, and resolve, in cooperation with applicable management, all employee relations issues (*e.g.* Workers' Compensation claims, sexual harassment charges, etc.)
- Cultivate opportunities for staff training and development in conjunction with department managers
- Perform all other duties as assigned by the President & CEO

Requirements

- Bachelor's Degree
- SPHR professional certification strongly preferred
- Minimum of 10 years relevant experience; at least three of those years at the senior management level
- Advanced knowledge of human resources and benefits law, best practices and trends
- Well-spoken and articulate; superior writing skills; articulate
- Proficiency in MS Office required
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting

Approved

Signature on File

05/01/2009

Mark D. Tyszka
Director of Human Resources

Date

Signature on File

05/01/2009

Paul O. Giguere
President & CEO

Date



Job Description

Position Title: Director of Engineering & Production
Reports to: President & CEO
FLSA: Exempt Salaried

Responsibilities

- Plan, coordinate and direct broadcast engineering activities; supervise production/broadcast operations staff
- Ensure proper set-up and functionality of production and broadcast facilities
- Ensure technical quality (*e.g.* adherence to shot selection protocol) and timely delivery of all products and services
- Manage and maintain technical systems; make or facilitate repairs as appropriate
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building, key government figures, legislative terminology and the legislative process
- Attend weekly production meetings for upcoming coverage
- Consult with and act as main liaison to other staff on issues including but not limited to scheduling, production, graphics, IT hardware/software and closed captioning
- Consult with Production Supervisor and other staff to ensure equipment and facilities properly serve network's production and broadcast needs; design new systems and/or facilities as needed.
- Develop specifications and estimated budgets for Requests for Proposal; evaluate and approves equipment manufacturer and vendor proposals in competitive bidding process.
- Manage installation of new technical systems and updates to existing systems; oversee and approve vendor work and establish working relationships with vendors to identify opportunities for purchasing products that streamline workflow and create cost savings
- Create and update equipment lists, floor plans, rack and console elevations, conceptual and detailed technical diagrams
- Research emerging trends in the broadcast industry and make recommendations on future infrastructure changes; maintain technical proficiency through review of trade journals and publications, contacts with manufacturers and memberships in professional organizations.
- Conduct annual performance reviews in consultation with Production Supervisor
- Conduct regular staff meetings with Production Technicians; attends CPAN staff meetings
- Maintain a positive work environment through active team participation and a good attitude; Represent CT-N at all times in a courteous and professional manner
- Provide direction, guidance, training, problem resolution and functional oversight to staff
- Consult with Production Supervisor in developing standards and processes to provide for the professional development and optimal performance of the Production Technicians
- In conjunction with Production Supervisor, administer the Production Technician training program and evaluate progress through ongoing interaction and formalized testing
- Provide engineering support as required for broadcast/production operations at remote sites
- Perform all other duties as required or instructed by the President and CEO

Requirements

- Bachelor's Degree
- Minimum of 8 years relevant and increasingly responsible experience
- Broad and detailed knowledge of relevant technical aspects of broadcast engineering
- Superior writing skills, including excellent knowledge of grammar, spelling and punctuation
- Represent CT-N at all times in a courteous and professional manner
- Proficiency in MS Office and other software as required
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting

Approved

Signature on File

01/25/2010

Paul O. Giguere, President & CEO

Date

Signature on File

01/15/2010

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Title: Broadcast/IT Engineer
Reports To: Director of Engineering & Production
FLSA: Exempt Salaried

Overview

Work as a member of the station's engineering team and the division's technology team to implement leading-edge technology in CT-N's increasingly digital and IT-based television broadcast facility. Brainstorm and develop, with the assistance of other team members, new solutions for broadcast operations and television transmissions. Interface with Production Operations employees to troubleshoot time-critical applications and systems.

Maintain the technical integrity of the CT-N operating facilities including but not limited to the control room, transmission and production equipment. Respond to facility outages and perform basic maintenance on broadcast and on-air systems as well as Ethernet and fiber-optic networks and systems. Install, repair and maintain digital and high-definition broadcast equipment as well as computer and IT equipment associated with the operation and the broadcast signals. May support Director of Information Technology with IT projects and maintenance on all company IT systems.

Responsibilities

- Ensures the continued availability of equipment and systems critical to daily broadcast and production requirements including, but not limited to Harmonic video server systems, Logitek integrated audio console engine and AOIP routing platform and surfaces, Ross video production switchers, graphics platforms, and camera/robotics systems, Miranda audio video routing and master control systems and terminal equipment, Evertz closed caption encoders, Apantac multi-viewers, Final Cut Pro/MAC non-linear editing work stations, etc.
- Patches, configures and ensures quality control of all incoming and outgoing feeds including but not limited to local building-to-building fiber-optic and remote Frontier fiber-optic feeds, LiveU cellular/IP based, VBrick and other IP transmission feeds
- Monitors and adjusts broadcast systems to meet accepted broadcast standards using diagnostic tools such as SDI scopes, audio/data analyzers, and other equipment
- Implements a routine preventive equipment maintenance program including software and hardware updates
- Specifies, designs, develops and implements solutions for engineering or production requests that result in modifications, additions and enhancements to CT-N's broadcast, production and non-linear edit systems, video servers, storage solutions, file acquisition, file transcode, file transfer, media asset management and automation systems
- Maintains and organizes IT systems and resolves IT issues within a central television signal distribution facility
- Evaluates and maintains broadcast IT-based platforms including but not limited to IT network infrastructure using Fibre Channel, 10/100/Gigabit Ethernet and related transport protocols
- Reads and correctly interprets audio, video, IT, electrical and mechanical schematics as well as cable reference drawings to gain an understanding of signal flow
- Fabricates, tests, installs and terminates different types of audio, video and data cables, including use of proper connector types and genders, pinouts and soldering

- Creates and updates equipment lists, floor plans, rack and console elevations, conceptual and detailed audio, video and control diagrams, patch panel and custom I/O panel layouts
- Consults with the director and CPAN staff to ensure equipment and facilities are properly serving CPAN/CT-N's production and broadcast needs
- Participates in technology design/redesign, installation, and integration projects with complex, leading-edge technology in an increasingly digital environment; uses manufacturer specific configuration and monitoring software
- Oversees the installation of new technical systems and updates to existing systems; oversees the work of vendors
- Researches emerging trends in the broadcast industry and makes recommendations on future technical infrastructure changes; shows eagerness and capacity to learn new technologies, methods and approaches
- Maintains technical proficiency through review of trade journals and publications, contacts with manufacturers and memberships in professional organizations
- Proficient at communicating both problems and solutions to technical and non-technical personnel and helps develop new processes, technologies and techniques to improve efficiency
- Assists the director in developing specifications and estimated budgets for Requests for Proposals and participates in the competitive bidding process; assists with evaluating equipment manufacturer and vendor proposals
- Maintains a positive work environment through active team participation and a good attitude; cooperates with other departments and department members while maintaining a professional manner. Ability to handle multiple projects and priorities; may be assigned special projects as needed
- Oversees broadcast/production operations in control room as needed
- Ensures technical quality and timely delivery of all products and services
- Provides engineering/operations/IT support as required for broadcast/productions at remote sites
- Provides direction, guidance, training, problem resolution and functional oversight to production techs
- As appropriate, provides input to the director for production techs' annual performance reviews

Requirements

- Associate's or Bachelor's degree from an accredited school in a related field
- SBE Certification or valid FCC General Radiotelephone license *required*
- Valid driver's license and willingness to drive company and/or personal vehicles
- Must be willing to work scheduled or unscheduled overtime to meet Engineering/Production needs and deadlines
- Must be willing to work flexible daily and weekly schedules to support Engineering and/or Production and/or IT requirements and deadlines. This may include scheduled or unscheduled overtime
- Must be willing to be on-call, off-hours for one week on a rotational basis with other divisional technology team members
- Must be familiar with IT infrastructure pertaining to broadcast technology and facilities
- Strong computer, networking, and software skills; familiarity with IP addressing, file and directory permissions and experience using multiple subnets across multiple managed and unmanaged switches
- Knowledge and hands-on experience with Windows XP, Windows 7 and MAC operating systems; knowledge of Linux, Ross Video RossTalk and XPression DataLinq Server a plus

- Digital video & audio signal knowledge - HD-SDI and SD-SDI signals and up/down/cross conversions; embedding and de-embedding of AES audio signals
- Understanding of industry specific software including Miranda iControl, Evertz VistaLinkPro, Harmonic System Manager, Crispin RapidPlayX2000, Ross Dashboard a plus
- Ability to read and correctly interpret audio, video, IT, electrical and mechanical schematics as well as cable reference drawings. Knowledge of AutoCad a plus.
- Must be able to lift and move equipment up to approximately 50 lbs. on a regular basis
- Must possess a valid Driver's License and be willing to drive personal and/or company vehicles as requested or required
- Perform other duties as required by the Director of Engineering & Production and/or the Director of Information Technology

Approvals

 Joseph Patriss
 Director of Engineering & Production

 Date

 Mark D. Tyszka, SPHR
 Director of Human Resources

 Date

Concurrence

 William Bevacqua, Vice-President
 Administration & Communications

 Date

Job Description

Title: Production Technician (I & II)
Reports To: Production Management Team
FLSA: Non-Exempt Hourly

Responsibilities:

- Direct multi-camera in-house productions utilizing robotically-controlled broadcast cameras and video switcher; follow established shot selection protocols
- Monitor audio feeds; operate audio mixer and touch-screen microphone control system
- Transport, set up, operate and break down remote production equipment, including microphones, audio mixers and lighting equipment for field productions
- Obtain critical information such as participant names and titles during field productions; report information to producers at the conclusion of shoot
- Direct or assist single or multi-camera field productions following established shot selection protocols
- Operate broadcast ENG camera on tripod and/or off the shoulder, as needed
- Gather information on upcoming press conferences in cooperation with Director of Programming; cover press conferences ENG-style for *Capitol News Briefing* segment
- Access General Assembly computer network for legislative bill information
- Load and/or create graphics from Show Rundown and complete all pre-production graphics work
- Key appropriate graphics over video as event progresses following established graphics guidelines; create and utilize last-minute graphics in cooperation with producers
- Perform post-production “mixing” of field shoots using linear and/or nonlinear editing techniques and equipment
- Record events on videotape, digital video server and other digital media as required
- Operate Master Control and video server as required to control CT-N broadcast signal
- Monitor video signals using waveform monitor and vectorscope
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building, key government figures, legislative terminology and the legislative process
- Assist in archiving/managing media assets (videotapes and DVDs) and media storage
- Coordinate sharing of programming with other media outlets using fiber-optic interconnections (e.g. AT&T video switch)
- Notify the Production Management Team of technical and/or production problems as they occur
- Seek innovative ways of improving broadcasts and productions to best serve CT-N/CPAN’s mission
- Represent CT-N at all times in a courteous and professional manner

Requirements:

- Associate’s or Bachelor’s degree from an accredited school in a related field
- Valid driver’s license and willingness to drive company and/or personal vehicles
- Must be willing to work scheduled or unscheduled overtime to meet Production needs and deadlines
- Must be willing to work flexible daily and weekly schedules to support Production requirements and deadlines
- Must be able to lift and move equipment up to approximately 50 lbs. on a regular basis
- Perform other duties as required by Production Supervisors and/or Director of Engineering & Production

Approved:

Signature on File

September 18, 2008

Joe Patriss, Director of Engineering & Production

Date

Signature on File

September 18, 2008

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Title: Producer
Reports To: Director of Programming
FLSA: Non-Exempt Hourly

Responsibilities

- May be Full-time or Part-Time positions – same core duties
- Research, compile and write background information for event coverage, including participant names and accurate titles, informational graphics and logistical/technical information to create show rundowns
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building, key government figures, legislative terminology and the legislative process
- Under the supervision of Director of Programming, write, edit and proofread informational graphics; work with production staff to ensure that all graphics are used properly on air
- During live shows, provide on-site informational support for production crew (*e.g.* obtain speaker names and titles for immediate on-air use, write or rewrite show titles, informational generic graphics, etc.) for duration of program, which may involve late hours. Coordinate communication between newsroom and CT-N Control Room
- Ensure that all production elements are on hand prior to show mixing, including third-party video and PowerPoint presentations
- May produce, assistant-produce or serve as liaison for production of special coverage (*e.g.*, conventions, inaugurations, election night, Judicial Branch coverage, etc.)
- May serve as contact person and liaison with various legislative committees and state agencies
- Attend weekly scheduling meetings; contribute coverage ideas
- Provide backup to Assignment Manager/Producer and Director of Programming as needed
- Seek innovative ways of improving the broadcast to best serve the mission
- Represent CT-N at all times in a courteous and professional manner
- Perform all other duties as required by the Director of Programming or designee
- Provide Producer support for all live/internet shows as needed
- Initiate contact, research and develop potential programming; maintain database of all necessary contact names and phone numbers
- Cultivate relationships with state government officials and staff to obtain information and facilitate coverage
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building, key government figures, legislative terminology and the legislative process
- Maintain calendar of all upcoming events for potential coverage by CT-N
- Monitor daily AP calendar, General Assembly Bulletin, daily faxes and e-mails for coverage additions
- Collect background information to give a brief report to Programming Group on each potential event under consideration. Facilitate weekly Programming Meeting; make and defend coverage recommendations as necessary
- Assist in creation of and related research for Show Rundowns, including technical/logistical details and graphics for LOB-based programs, field productions and *Capitol News Briefings*
- Proofread all graphical information used in CT-N productions including show rundown graphics, *Public Hearing Schedule* and *Around the State* segments and *Capitol Report* graphics
- Transmit completed show rundowns to Control Room in electronic format
- Assist Director of Programming in maintaining knowledge base of state government entities, officials, policy initiatives and other information
- Initiate and maintain contact with political campaigns before and during campaign season
- Perform all other duties as required by the Director of Programming

Requirements

- Bachelor’s Degree
- Minimum of 2 years relevant experience
- Superior writing skills, including excellent knowledge of grammar, spelling and punctuation
- Represent CT-N at all times in a courteous and professional manner
- Proficiency in MS Office
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting
- Associate’s or Bachelor’s degree from an accredited school in a related field
- Valid driver’s license and willingness to drive company and/or personal vehicles
- Proficiency in MS Office
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting
- Perform other duties as required by Director of Programming or designee

Approved

Signature on File

09/16/2009

Dominique Avery, Director of Programming

Date

Signature on File

09/16/2009

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Director of Education, Media Services & Closed Captioning
Reports to: President & CEO
FLSA: Exempt Salaried

Responsibilities

- Coordinate technical operations and signal transmission for special remote productions and events for the CPAN organization, including Connecticut's Old State House
- Manage the employees and oversee the functions of the *Videographer/Editor* and the *CT-N Production Support & Customer Fulfillment Coordinator*
- Oversee the operations and implementation of the DEMHS/CT-N Emergency Broadcast Plan
- Oversee the operations and implementation of Judicial Branch expansion and Criminal Court Pilot project
- Assist in developing standards, processes and policies to provide for the professional development and optimal performance of the Closed Captioning Technicians
- Oversee the operations of Closed Captioning unit. Provide regular communication and refer emergent issues to Vice President of Administration & Communications as needed
- Work with CT-N Engineering staff to maintain, expand and develop new network resources and infrastructure
- Write, edit and distribute content for CT-N's televised public information components.(e.g., *Around the State* and CGA/CT-N Public Hearing Schedule)
- Write, produce, edit and distribute informational, educational or special program elements for air on CT-N, CPAN, or for exhibit at Connecticut's Old State House (e.g., *State Agency Close-Ups*, special event "roll in" segments, etc.)
- Support CT-N staff with production of daily program material in various capacities such as backup Assignment Editor, graphics development, technical surveys, ENG field acquisition, coordination of freelance crews and back-up Closed Captioning Technician
- Oversee and develop educational materials for the *CT-N State Civics Toolbox*
- Hire and supervise contractors, as needed, to produce educational materials and components (presentations) for CT-N
- Fulfill customer/teacher requests for any educational materials available through the *CT-N State Civics Toolbox*
- Support Old State House Staff with daily operational needs (e.g., *equipment needs, staffing, production consultation, etc.*)
- Perform all other duties as required by the President and CEO and/or company operational requirements

Requirements

- Bachelor's Degree
- Minimum of 5 years relevant technical and managerial experience preferred
- Exceptional writing skills, including excellent knowledge of grammar, spelling and punctuation
- Minimum of 2-5 years relevant video editing and camera experience
- Represents CPAN, Inc. at all times in a courteous and professional manner; exceptional interpersonal skills
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime
- No special physical requirements beyond of those of a normal office setting

Approved

William A. Bevacqua
Vice President of Administration & Communications

Date

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Closed Captioning Supervisor
Reports to: Director of Education & Media Services
FLSA: Non-Exempt Hourly

Responsibilities

- Supervise operations of Closed Captioning unit and Closed Captioning Technicians. Provide regular communication and refer emergent issues to Director of Education & Media Services as needed
- Adjust department work schedules in cooperation with the Director of Education & Media Services to facilitate captions for events occurring outside of normal business hours
- Assist Director of Education & Media Services in developing standards, processes and policies to provide for the professional development and optimal performance of the Closed Captioning Technicians
- Maintain a positive work environment through active team participation and a good attitude
- Work collaboratively with production and other caption personnel to ensure efficient and effective integration of captioning into the production process
- Coordinate workflow and schedule work assignments for all caption operations
- Maintain Caption Room Master Log book
- Provide feedback on Closed Caption Technician performance to Director of Education & Media Services
- Create closed captions in live, live-to-tape and post production environments, using CaptionMic Broadcast system or similar captioning software, audio phone taps, amplifiers, audio/video router, headsets and studio microphones
- Maintain Physical Inventory of Computers, Software, Road Cases, Microphones, Cabling, headphones and all necessary hardware
- Maintain minimum or better standards of caption accuracy as established in Closed Captioning Unit policy
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building environment, key government figures, legislative terminology and the legislative process
- Perform regular correction of past caption sessions to improve computer voice model and perform other system administration functions (e.g. voice model backups, file management) as needed
- Perform all other duties as required by the Director of Education & Media Services

Requirements

- Bachelor's Degree preferred
- Clear speaking voice
- Above-average knowledge of English grammar, syntax and pronunciation
- Proficiency in MS Office Suite required; CaptionMic Broadcast system experience very helpful
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting

Approved

Paul Skaff, Director of Education & Media Services

Date

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Closed Captioning Technician
Reports to: Closed Captioning Supervisor
FLSA: Non-Exempt Hourly

Responsibilities:

- Create closed captions in live, live-to-tape and post production environments, using *CaptionMic* Broadcast system or similar captioning software, audio phone taps, amplifiers, audio/video router, headsets and studio microphones
- Maintain minimum or better standards of caption accuracy as established in Closed Caption Unit policy
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building, key government figures, state legislative terminology and the state legislative process
- Adjust work schedule as directed by Closed Captioning Supervisor or Director of Communications & Marketing to facilitate captions for events occurring outside of normal business hours
- Work collaboratively with production and other caption personnel to ensure efficient and effective integration of captioning into the production process
- Perform regular correction of past caption sessions to improve computer voice model and perform other system administration functions (e.g. voice model backups, file management) as needed
- Perform all other duties as required by Director of Communications & Marketing and/or Closed Captioning Supervisor

Requirements:

- Bachelor's degree from an accredited institution
- Clear speaking voice
- Above-average knowledge of English grammar, syntax and pronunciation
- Must be able to clearly see and read graphics on television and/or PC screen
 - No other special physical requirements outside of those of a normal office setting
- Willingness and ability to work flexible hours, including scheduled and unscheduled overtime, with some frequency

Approved:

Signature or File

03/03/2010

William A. Bevacqua, Director of Communications & Marketing

Date

Signature or File

03/03/2010

Steven L. Saunders, Closed Captioning Supervisor

Date

Signature or File

03/03/2010

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Program & Media Asset Manager
Reports To: Director of Education & Media Services
FLSA: Non-Exempt Hourly

General Responsibilities

- Create daily program schedules for television broadcast in consultation with Director of Programming as needed
- Maintain and update production, air, archive and other logs associated with television programming process
- Create, update and publish daily schedule and weekly live schedule for CT-N website
- Perform tracking and updating of digital assets in video servers.
- Supervise the duties and responsibilities of the Media Asset Support position
- Monitor program content for adherence to CT-N standards and practices policies
- Provide strong phone and e-mail customer service and order-taking for internal and external clients
- Coordinate customer invoicing with CPAN Office Manager
- Provide technical support for DVD and other media format purchases
- Provide periodic production support using ENG cameras and editing
- Cultivate and maintain good working knowledge of the State Capitol and Legislative Office Building, key state government figures, state legislative terminology and the legislative process
- Perform all other duties as required by the Director of Education and Media Services or designee

Qualifications

- College degree preferred
- Ability to deliver outstanding customer service at all times in a fast-paced work environment
- Strong organizational and project management skills
- Extremely detail oriented and able to multi-task
- Strong knowledge of *Microsoft Office Suite* and *QuickBooks Premier Non-Profit*
- Excellent communication skills
- Familiarity with video production and media formats
- Familiarity with broadcast program log/playlist operations and traffic management preferred
- Requires schedule flexibility in both hours to start/stop work and the expectation of scheduled and/or unscheduled overtime
- Willingness to learn and incorporate a wide variety of disciplines

Physical Requirements

- Other than the occasional lifting or moving of objects up to approximately 25 lbs., there are no special physical requirements outside of those of a normal office setting

Approved

Signature On File

02/01/2013

Paul Skaff
Director of Education & Media Services

Date

Signature On File

02/01/2013

Mark D. Tyszka, SPHR
Director of Human Resources

Date



Job Description

Position Title: Media Services Support
Reports To: Program & Media Asset Manager
FLSA: Non-Exempt Hourly

General Responsibilities

- **Process DVD request orders**
 - Duties include creating insert labels for DVD's; making DVD copies; printing DVD's; packaging and mailing DVD requests; maintaining office supplies
- **Process DVD's for the CT-N archives and State Library collection**
 - Create master DVD's; print DVD's; make copies for State Library; maintain logs; maintain physical DVD storage archive; ensure delivery of DVD's to State; resolve issues associated with DVD's from the State Library
- **Maintain Media Base database**
 - Enter show titles and show information into Media Base
- **Process requests for educational materials**
 - Create response letters; assemble educational materials; package and mail materials; track requests and customer data
- **Provide periodic production support to CPAN initiatives and programs**
 - Operate camera, audio and other production equipment as needed.
- **Conduct yearly audits of CPAN physical inventory**
- **Other projects and duties as assigned**

Qualifications

- Associate's Degree or above preferred
- Strong organizational skills
- Detail oriented and ability to multi-task
- Strong knowledge of *Microsoft Office Suite*
- Strong knowledge of camera setup and operation
- Strong knowledge of audio equipment setup and operation
- Must be willing to work flexible daily and weekly schedules with some frequency to support production requirements and deadlines
- Good communication skills

Physical Requirements

- Must be able to lift and move equipment up to approximately 50 lbs. with some frequency

Approved

Signature On File

TBD

Paul Skaff, Director of Education & Media Services

Date

Signature On File

TBD

Mark D. Tyszka, Director of Human Resources

Date



Job Description

Position Title: Director of Information Technology
Reports to: President & CEO

Responsibilities:

- Develop and maintain IT operations for CT-N and CPAN; coordinate with Legislative Information Technology Services for all necessary systems integration and overlap
- Act as CT-N webmaster; develop web content and design in conjunction with Directors of Education and Marketing, utilizing databases, interaction, e-commerce and e-security as appropriate
- Update, expand and maintain all website content as needed, maintaining design cohesion and consistency
- Collect, analyze and report on website traffic trends
- Provide website-related customer support
- Act as Network Administrator for CT-N and CPAN, implementing, integrating and maintaining wired and wireless LAN architecture as needed
- Oversee daily operations of streaming video, on-demand video and mobile download (podcast) video services
- Develop databases, applications and other computing resources to support CPAN/CT-N operations and personnel
- Support and train CT-N personnel on computer software/hardware
- Provide technical maintenance and support for all computing equipment owned by CPAN; work with legislative ITS to provide front-line technical support for all CGA-owned computing resources utilized by CT-N
- Respond to technical emergencies involving all computer technology used by CT-N including but not limited to: Profile Digital Video Server, Crestron robotics systems, fiber-optic systems, website and streaming video.
- Research emerging IT technologies and trends and integrate them into CPAN IT operations as appropriate
- Perform other duties as requested by the President and CEO



Job Description

Position Title: Marketing Manager
Reports to: Vice President of Administration & Communications
FLSA: Exempt Salaried

Responsibilities:

- Serve as back-up public information officer for the Connecticut Public Affairs Network (CPAN), and all underlying projects and initiatives in absence of Vice President of Administration & Communications; represent CPAN and its related Brands at all times in a courteous and professional manner
- Plan, execute and monitor marketing, advertising, public relations and public information activity for CT-N, CPAN and Connecticut's Old State House across all paid, unpaid, online and offline channels
- Develop advertising executions and marketing collateral for all applicable media, including scripting, design and editing; maintain integrity of CT-N and OSH brand identity across all applications
- Develop internal promotional videos, including scripting and editing; maintain integrity of CT-N and OSH brand identity across all applications
- Develop and administer market research for all lines of business, in conjunction with CT-N and/or Old State House staff where appropriate; perform data entry and analysis
- Create, administer and evaluate promotional initiatives for CT-N and the Old State House, in conjunction with the Vice President of Administration & Communications
- Manage flow of information to media outlets and respond to press inquiries in conjunction with Vice President of Administration & Communications
- Assist in creation and implementation of marketing plan to position and promote all CPAN projects and initiatives
- Maintain industry knowledge and professional proficiency by attending educational workshops or classes, reading relevant publications and establishing networks
- Perform or supervise performance of administrative duties as required, e.g., mailings, composing correspondence, organizing materials, etc.
- Work with business unit management teams in conjunction with the Vice President of Administration & Communications to ensure seamless integration of strategic, operational and marketing activities
- Perform all other duties as required by the Vice President of Administration & Communications

Requirements:

- Bachelor's Degree in Marketing, Communications or related field; Master's Degree a plus
- Minimum of 3-5 years experience in Marketing Specialist, Marketing Coordinator or equivalent position
- Superior business writing, PR writing and marketing copywriting skills
- Demonstrated management and leadership skills
- Well-spoken and articulate; comfortable with public speaking in wide range of situations
- Experience in advertising creative direction, website design and commercial design & printing processes
- Proficiency in MS Office and Adobe Creative Suite; audio & video editing skills a plus
- Ability and willingness to work flexible hours, including scheduled and unscheduled overtime, with some frequency
- No special physical requirements outside of those of a normal office setting

Approved:

Signature on File

02/06/2012

William A. Bevacqua
Vice President of Administration & Communications

Date

Signature on File

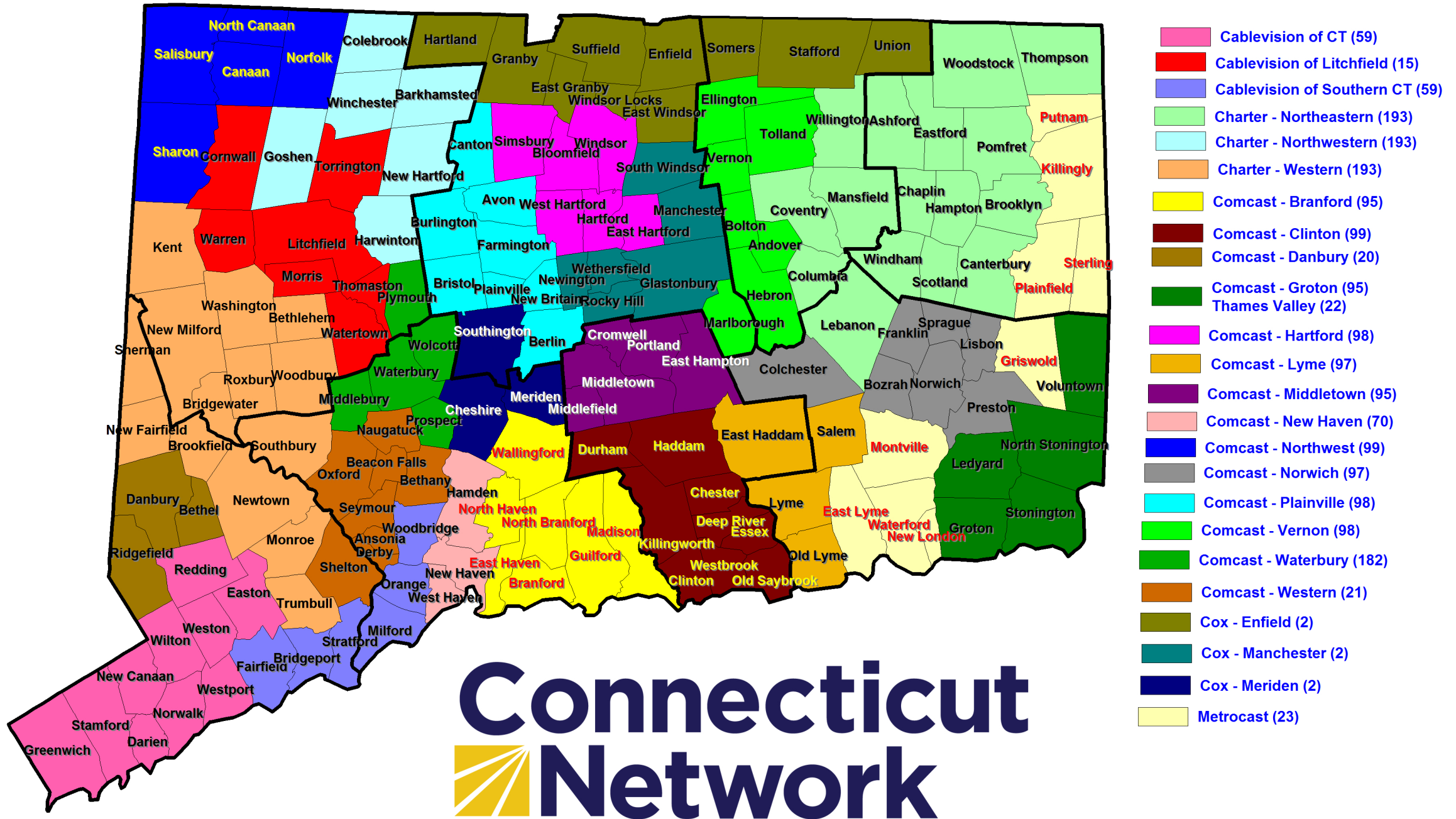
02/07/2012

Mark D. Tyszka, Director of Human Resources

Date

Statewide Availability

January 1, 2017
(All channels are full-time)



Attachment F

CT-N Cable System Carriage by Town

Town Name	Cable System	Cable Company
Amston	Comcast Vernon	Comcast Cable
Andover	Comcast Vernon	Comcast Cable
Ansonia	Comcast Western	Comcast Cable
Ashford	Charter - Northeastern	Charter Communications
Avon	Comcast Plainville	Comcast Cable
Baltic	Comcast Cable - Norwich	Comcast Cable
Bantam	Cablevision of Litchfield	Cablevision
Barkhamsted	Charter - Winstead	Charter Communications
Beacon Falls	Comcast Western	Comcast Cable
Berlin	Comcast Plainville	Comcast Cable
Bethany	Comcast Western	Comcast Cable
Bethel	Comcast-Danbury	Comcast Cable
Bethlehem	Charter – Western	Charter Communications
Bloomfield	Comcast Hartford	Comcast Cable
Bolton	Comcast Vernon	Comcast Cable
Bozrah	Comcast Cable - Norwich	Comcast Cable
Branford	Comcast Branford	Comcast Cable
Bridgeport	Cablevision of Southern Connecticut	Cablevision
Bridgewater	Charter – Western	Charter Communications
Bristol	Comcast Plainville	Comcast Cable
Brookfield	Charter – Western	Charter Communications
Brooklyn	Charter - Northeastern	Charter Communications
Burlington	Comcast Plainville	Comcast Cable
Byram	Cablevision of Connecticut	Cablevision
Canaan	Comcast Northwest	Comcast Cable
Canterbury	Charter - Northeastern	Charter Communications
Canton	Comcast Plainville	Comcast Cable
Canton Center	Comcast Plainville	Comcast Cable
Centerbrook	Comcast-Clinton	Comcast Cable
Chaplin	Charter - Northeastern	Charter Communications
Cheshire	Cox-Meriden	Cox Communications
Chester	Comcast-Clinton	Comcast Cable
Clinton	Comcast-Clinton	Comcast Cable
Colchester	Comcast Cable - Norwich	Comcast Cable
Colebrook	Charter - Winstead	Charter Communications
Collinsville	Comcast Plainville	Comcast Cable
Columbia	Charter - Northeastern	Charter Communications
Cornwall	Cablevision of Litchfield	Cablevision
Cos Cob	Cablevision of Connecticut	Cablevision
Coventry	Charter - Northeastern	Charter Communications
Cromwell	Comcast-Middletown	Comcast Cable
Danielson	Atlantic Broadband	Atlantic Broadband
Danbury	Comcast-Danbury	Comcast Cable
Darien	Cablevision of Connecticut	Cablevision
Dayville	Atlantic Broadband	Atlantic Broadband
Deep River	Comcast-Clinton	Comcast Cable
Derby	Comcast Western	Comcast Cable
Durham	Comcast-Clinton	Comcast Cable
East Berlin	Comcast Plainville	Comcast Cable
East Canaan	Comcast Northwest	Comcast Cable

East Granby	Cox-Enfield	Cox Communications
East Haddam	Comcast Cable - Lyme	Comcast Cable
East Hampton	Comcast-Middletown	Comcast Cable
East Hartford	Comcast Hartford	Comcast Cable
East Hartland	Cox-Enfield	Cox Communications
East Haven	Comcast Branford	Comcast Cable
East Killingly	Atlantic Broadband	Atlantic Broadband
East Lyme	Atlantic Broadband	Atlantic Broadband
East Windsor	Cox-Enfield	Cox Communications
Eastford	Charter - Northeastern	Charter Communications
Easton	Cablevision of Connecticut	Cablevision
Ellington	Comcast Vernon	Comcast Cable
Enfield	Cox-Enfield	Cox Communications
Essex	Comcast-Clinton	Comcast Cable
Fairfield	Cablevision of Southern Connecticut	Cablevision
Falls Village	Comcast Northwest	Comcast Cable
Farmington	Comcast Plainville	Comcast Cable
Franklin	Comcast Cable - Norwich	Comcast Cable
Gales Ferry	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Gaylordsville	Charter – Western	Charter Communications
Gilman	Comcast Cable - Norwich	Comcast Cable
Glastonbury	Cox-Manchester	Cox Communications
Goshen	Cablevision of Litchfield	Cablevision
Granby	Cox-Enfield	Cox Communications
Greenwich	Cablevision of Connecticut	Cablevision
Griswold	Atlantic Broadband	Atlantic Broadband
Groton	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Guilford	Comcast Branford	Comcast Cable
Haddam	Comcast Cable - Lyme	Comcast Cable
Hadlyme	Comcast-Clinton	Comcast Cable
Hamden	Comcast-New Haven	Comcast Cable
Hampton	Charter - Northeastern	Charter Communications
Hartford	Comcast Hartford	Comcast Cable
Hartland	Cox-Enfield	Cox Communications
Harwinton	Charter - Winstead	Charter Communications
Hebron	Comcast Vernon	Comcast Cable
Higganum	Comcast Cable - Lyme	Comcast Cable
Ivoryton	Comcast-Clinton	Comcast Cable
Jewett City	Atlantic Broadband	Atlantic Broadband
Kent	Charter – Western	Charter Communications
Killingly	Atlantic Broadband	Atlantic Broadband
Killingworth	Comcast-Clinton	Comcast Cable
Lakeside	Cablevision of Litchfield	Cablevision
Lakeville	Comcast Northwest	Comcast Cable
Lebanon	Charter - Northeastern	Charter Communications
Ledyard	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Lisbon	Comcast Cable - Norwich	Comcast Cable
Litchfield	Cablevision of Litchfield	Cablevision
Lyme	Comcast Cable - Lyme	Comcast Cable
Madison	Comcast Branford	Comcast Cable
Manchester	Cox-Manchester	Cox Communications

Mansfield	Charter - Northeastern	Charter Communications
Mansfield Center	Charter - Northeastern	Charter Communications
Maple Hill	Cox-Manchester	Cox Communications
Marlborough	Comcast Vernon	Comcast Cable
Meriden	Cox-Meriden	Cox Communications
Middlebury	Comcast Waterbury	Comcast Cable
Middlefield	Comcast-Middletown	Comcast Cable
Middletown	Comcast-Middletown	Comcast Cable
Milford	Cablevision of Southern Connecticut	Cablevision
Monroe	Charter – Western	Charter Communications
Montville	Atlantic Broadband	Atlantic Broadband
Moodus	Comcast Cable - Lyme	Comcast Cable
Moosup	Atlantic Broadband	Atlantic Broadband
Morris	Cablevision of Litchfield	Cablevision
Mystic	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Naugatuck	Comcast Western	Comcast Cable
New Britain	Comcast Plainville	Comcast Cable
New Canaan	Cablevision of Connecticut	Cablevision
New Fairfield	Charter – Western	Charter Communications
New Hartford	Charter - Winstead	Charter Communications
New Haven	Comcast-New Haven	Comcast Cable
New London	Atlantic Broadband	Atlantic Broadband
New Milford	Charter – Western	Charter Communications
New Preston Marb.	Charter – Western	Charter Communications
Newington	Cox-Manchester	Cox Communications
Newtown	Charter – Western	Charter Communications
Niantic	Atlantic Broadband	Atlantic Broadband
Norfolk	Comcast Northwest	Comcast Cable
North Branford	Comcast Branford	Comcast Cable
North Canaan	Comcast Northwest	Comcast Cable
North Canton	Charter - Winstead	Charter Communications
North Franklin	Comcast Cable - Norwich	Comcast Cable
North Granby	Cox-Enfield	Cox Communications
North Grosvenordale	Charter - Northeastern	Charter Communications
North Haven	Comcast Branford	Comcast Cable
North Stonington	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
North Windham	Charter - Northeastern	Charter Communications
Northfield	Cablevision of Litchfield	Cablevision
Northford	Comcast Branford	Comcast Cable
Norwalk	Cablevision of Connecticut	Cablevision
Norwich	Comcast Cable - Norwich	Comcast Cable
Oakdale	Atlantic Broadband	Atlantic Broadband
Oakville	Cablevision of Litchfield	Cablevision
Old Greenwich	Cablevision of Connecticut	Cablevision
Old Lyme	Comcast Cable - Lyme	Comcast Cable
Old Saybrook	Comcast-Clinton	Comcast Cable
Orange	Cablevision of Southern Connecticut	Cablevision
Oxford	Comcast Western	Comcast Cable
Pawcatuck	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Plainfield	Atlantic Broadband	Atlantic Broadband
Plainville	Comcast Plainville	Comcast Cable

Plantsville	Cox-Meriden	Cox Communications
Pleasant Valley	Charter - Winstead	Charter Communications
Plymouth	Comcast Waterbury	Comcast Cable
Pomfret	Charter - Northeastern	Charter Communications
Pomfret Center	Charter - Northeastern	Charter Communications
Portland	Comcast-Middletown	Comcast Cable
Preston	Comcast Cable - Norwich	Comcast Cable
Prospect	Comcast Waterbury	Comcast Cable
Putnam	Atlantic Broadband	Atlantic Broadband
Quaker Hill	Atlantic Broadband	Atlantic Broadband
Quinebaug	Charter - Northeastern	Charter Communications
Redding	Cablevision of Connecticut	Cablevision
Ridgefield	Comcast-Danbury	Comcast Cable
Ridgeway	Cablevision of Connecticut	Cablevision
Riverside	Cablevision of Connecticut	Cablevision
Riverton	Charter - Winstead	Charter Communications
Rockfall	Comcast-Middletown	Comcast Cable
Rocky Hill	Cox-Manchester	Cox Communications
Roxbury	Charter – Western	Charter Communications
Salem	Comcast Cable - Lyme	Comcast Cable
Salisbury	Comcast Northwest	Comcast Cable
Sandy Hook	Charter – Western	Charter Communications
Scotland	Charter - Northeastern	Charter Communications
Seymour	Comcast Western	Comcast Cable
Sharon	Comcast Northwest	Comcast Cable
Shelton	Comcast Western	Comcast Cable
Sherman	Charter – Western	Charter Communications
Simsbury	Comcast Hartford	Comcast Cable
Somers	Cox-Enfield	Cox Communications
South Glastonbury	Cox-Manchester	Cox Communications
South Kent	Charter – Western	Charter Communications
South Windham	Charter - Northeastern	Charter Communications
South Windsor	Cox-Manchester	Cox Communications
Southbury	Charter – Western	Charter Communications
Southington	Cox-Meriden	Cox Communications
Southport	Cablevision of Southern Connecticut	Cablevision
Sprague	Comcast Cable - Norwich	Comcast Cable
Stafford	Cox-Enfield	Cox Communications
Stafford Springs	Cox-Enfield	Cox Communications
Stamford	Cablevision of Connecticut	Cablevision
Sterling	Atlantic Broadband	Atlantic Broadband
Stonington	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Storrs Mansfield	Charter - Northeastern	Charter Communications
Stratford	Cablevision of Southern Connecticut	Cablevision
Suffield	Cox-Enfield	Cox Communications
Taftville	Comcast Cable - Norwich	Comcast Cable
Tariffville	Comcast Hartford	Comcast Cable
Terryville	Cablevision of Litchfield	Cablevision
Thomaston	Cablevision of Litchfield	Cablevision
Thompson	Charter - Northeastern	Charter Communications
Tolland	Comcast Vernon	Comcast Cable

Torrington	Cablevision of Litchfield	Cablevision
Trumbull	Charter – Western	Charter Communications
Uncasville	Atlantic Broadband	Atlantic Broadband
Union	Cox-Enfield	Cox Communications
Unionville	Comcast Plainville	Comcast Cable
Vernon	Comcast Vernon	Comcast Cable
Vernon Rockville	Comcast Vernon	Comcast Cable
Voluntown	Comcast-Groton/Thames Valley	Comcast Cable/Thames Valley
Wallingford	Comcast Branford	Comcast Cable
Warren	Cablevision of Litchfield	Cablevision
Warrenville	Charter - Northeastern	Charter Communications
Washington	Charter – Western	Charter Communications
Washington Depot	Charter – Western	Charter Communications
Waterbury	Comcast Waterbury	Comcast Cable
Waterford	Atlantic Broadband	Atlantic Broadband
Watertown	Cablevision of Litchfield	Cablevision
Weatoque	Comcast Hartford	Comcast Cable
West Cornwall	Cablevision of Litchfield	Cablevision
West Granby	Cox-Enfield	Cox Communications
West Hartford	Comcast Hartford	Comcast Cable
West Hartland	Charter - Winstead	Charter Communications
West Haven	Comcast-New Haven	Comcast Cable
West Redding	Cablevision of Connecticut	Cablevision
West Simsbury	Comcast Hartford	Comcast Cable
West Suffield	Cox-Enfield	Cox Communications
West Willington	Charter - Northeastern	Charter Communications
Westbrook	Comcast-Clinton	Comcast Cable
Weston	Cablevision of Connecticut	Cablevision
Westport	Cablevision of Connecticut	Cablevision
Wethersfield	Cox-Manchester	Cox Communications
Willimantic	Charter - Northeastern	Charter Communications
Willington	Charter - Northeastern	Charter Communications
Wilton	Cablevision of Connecticut	Cablevision
Winchester	Charter - Winstead	Charter Communications
Windham	Charter - Northeastern	Charter Communications
Windsor	Comcast Hartford	Comcast Cable
Windsor Locks	Cox-Enfield	Cox Communications
Windsorville	Cox-Enfield	Cox Communications
Winsted	Charter - Winstead	Charter Communications
Wolcott	Comcast Waterbury	Comcast Cable
Woodbridge	Cablevision of Southern Connecticut	Cablevision
Woodbury	Charter - Western	Charter Communications
Woodstock	Charter - Northeastern	Charter Communications
Woodstock Valley	Charter - Northeastern	Charter Communications

ATTACHMENT G

List of CGA-Owned CT-N Equipment

ARMORY

Equipment	Quantity
Crestron Digital Servo Head	1
Crestron LCL Pan/Tilt Controller	1
Distribution Amplifier -Microphone Mixer	1
Fujinon Remote Control Zoom Lens	1
Grass Valley Video Disk Recorder	1
Marshal LCD Monitor	1
Pinnacle Character Generator with Touch Screen Panel	1
Sony 3-CCD Camera	1
Sony Camera Adapter	1
Switcher and Scan Converter	1

OAK STREET

Equipment	Quantity
Caption Mic Broadcast Software	4
Caption Wrap software loaded on a Lap Top	1
Panasonic WV-BM503 Triple mono monitors	1
Sony PVM8045Q 8 color monitor	1
Sony SVO2000 SVHS Recorder/Player	1
Ultech Caption Mic Classroom System	1
VBrick HPS9000 HD Encoder	1

CT-N CONTROL ROOM LOB-1702

Equipment	Quantity
20"color LCD HD Monitor NEC	7
44 space 77" High 31" deep Video Rack	8
AE5 Patch panel	2
Analog-Digital Convert w/ Miranda MFR3 encoder	1
Apantac LE12 HD Upgrade	2
Apantac LE16 HD Upgrade LE16	2
Apantac LE-16-HD	2
Apantac LI4SD Multiviewer	1
Apantac Tahoma LE 12 Sd	2
Apantac Tahoma LE 16 Sd	2
APC SMT2200RM2U UPS Rack-9 S	1
Aphex Model 320 D	1
Apple Mac 5F (Edit-1) MAC-5F	4
Audio Patch Panel	2
AVA audio patch panel	1
Avid Character Gen Deko1000	1
Avocent KVM User Station	4
Avocent AMX5030 KVM Matrix-R	2
Avocent LCD Console	2

ATTACHMENT G

List of CGA-Owned CT-N Equipment

AVP AVD232e1-amn Video patch	6
Blackmagic Audio Monitor	3
Blackmagic Smart Scope Duo	4
Boland 8.4 Monitor	3
Bright Eye Mitto Scan Converter	3
Cache-a Tape Archive	2
Clear-Com MS-702	1
Crestron LC-3000 Control Panel	2
Crestron Pro 2	2
Crispin Device Master	3
Crispin Master Control Automation	1
Crispin Device Server /Interface	1
Dell Precision M4800 Laptop	1
ESE ES-185A GPS Master Clock	1
Evertz 19" Rack fiber optic receiver	1
Evertz 5600 sc comp	2
Evertz 5600MSC GPS Upgrade 5	2
Evertz Automatic Carryover System	1
EVERTZ Fiber Optic Receiver	1
EVERTZ Fiber Optic Transmitter	1
Evertz HD2014L Passport	2
Evertz HD9084	5
Evertz Sync Generator/Mult Format Generator	2
Evertz VistaLink Pro Software	1
Fiber Optic Transmitter/Receiver	2
Harris FR6822 Module Frame	2
Harris HD-VDA's for Omneon	1
Harris RS 12 a composite and	2
HP Z400 Workstation	2
IDXVL-4SI Battery Charger	1
Joy Stick	3
Kramer VS-601N AV Switcher	1
Lectrosonics SR5P	4
Lectrosonics UM400A	3
Lightspeed software	1
Logitek JetStream Mini	3
Logitek ROC 18 ROC-18	1
Logitek Remora Audio Cons -	1
Logitek Romora Audio digitaC	2
Master control console 5 bay	1
Middle Atlantic Rack	1
Miranda (4) FRS1103 SDI fram	1
Miranda (MFR15) and HDC-1801	1
Miranda HDA-1931 HD-VDA MIra	1
Miranda LGK-3901 Logo Insert	1
Miranda mfr1 video /audio da	2

ATTACHMENT G

List of CGA-Owned CT-N Equipment

Miranda MFR4 (Rack-8)	1
Miranda mfr5 sdi da /w eq VE	1
MIRANDA XVP1801 IN 40201	1
NEC V423 42" LED LCD Mon	2
NV9000 Controller	2
Nvision 1RU XY control Panel	2
Nvision Audio Routing Switch	1
Nvision Multi Channel Master	1
Nvision Video Routing Switch	1
Omneon MAS Omneon	1
OMNEON MEDIA DIRECTOR 5A	1
Omneon Media Port 5a w/ comp	1
Omneon MediaDeck 7000	2
Omneon MediaDeck Bkup Server	1
Omneon MediaStore System	1
Omneon MediaStore MSS-4000 M	1
Omneon MediaStore MSS-4272E	1
Omneon System Manager 5a	1
Omneon UPGR-5220-HD MPort	6
Omnion Media Port 5a w/ comp	1
Omnion Prodriver starter app	1
Omnon5222 MediaPort (9-12) r	1
Opamp Labs VAD-16 HD Mult Bo	1
Osprey 845e Encoder Card	4
P2 Media Card AJ-P2C032RG	6
P2 Pan Cmr HPX500/Lens XA17x	3
P2 Portable RecorderAJ-HPM01	2
Panasonic Video Recorders/PI	1
Patchamp (20)PO-4032V-It 32	1
Pinnacle Fast Action Keyboar	1
Pioneer DVD V8000	2
Power Control & Distribut un	1
Prodriv Single Playout Clip	1
Production console 80" wide	2
Ross OpenGear	1
Ross Production Switch Cross	2
Ross XPression Studio	3
Ross XPression Studio-compon	1
SAN Metadata Server	1
SAN RAID-24 bay,48TB drive s	1
Sony BC-L100 Battery Charger	1
Sony BRBK-IP10 Cntrl In	1
Sony PVM8045Q 8 color monitor	1
Sony PVMA170 HD Monitor	1
Sony RMIP10 IP Remote Control	1
SONY WRT820A68M77	2

ATTACHMENT G

List of CGA-Owned CT-N Equipment

Tektronix WVR-7200 Rasterize	1
Telecast Fiber Viper Transmitter	1
Telephone Coupler Gentner DH	1
Telestream LightSpeed Server	1
Touch Screen/ Hearing Room Sound	3
Transcoding Equipment	1
Tripod Stand P2 Sachtler	4
VBrick 7211 H-HD Decoder	1
VBrick HPS9000 HD Encoder	1
Video Patch Panel	6
Vinten Vin11M Fluid Head Tripod	2

PRODUCTION VAN

Equipment	Quantity
FOR.A 3D DIGITAL EFFECTS UNI	1
Mighty mix DIGITAL/ANALOG	1
Miller Tripods with Custom	3
NOVA ASD-2S- AND 3 NOVA ASD-	1
SHURE FP42 4 INPUT STEREO MI	1
SONY DXCD30WSL DIGITAL PROCE	3
SONY/FUJINON A18X9BMD-D8 REM	3
TELEMETRICS CP-RMQ-S SERIAL	1
VIDEOTEK VTM-100 TELEVISION	1

HEARING ROOMS

Equipment	Quantity
Crestron CPC-CAMI Pan/Tilt	21
Custom camera/pan-tilt wall	10
Fiber Tx Control	3
Sony A18x9BMDD8 Zoom Lens	9
Sony A18x9MD-D8 remotely con	5
SONY BRC-H900 HD PTZ CAMERA	3
Sony CA-511 Camera Adapter	8
Sony CA-537 Camera adapters	3
Sony DNW-9WS Camcorder	1
Sony DXC-D 35WSL	7
Sony DXC-D30WS switchable 4:	9
Sony/Fujinon A18x9BMD-D8 rem	2
Touch Screen/Server	10

HOUSE CHAMBER

Equipment	Quantity
Crestron CPC-CAMI Pan/Tilt	2
Sony A18x9MD-D8 remotely con	3
Sony Beta SX camera B CA-537	1
Sony CA camera adapters	3

ATTACHMENT G

List of CGA-Owned CT-N Equipment

SONY DXC-D30WS SWITCHABLE 4:	4
Sony/Fujinon A19x87BERM	2

ROOM 510

Equipment	Quantity
Crestron CNMSX-PRO SYSTEM CO	2
CRESTRON CPC-2000 DUAL JOYST	2
CRESTRON CPC-CAMI PAN/TILT	1
Digital A/V Mixer WJ-MX50	1
Evertz 19 rack fiber optic	1
Nvision Single NV9000 System	2
OPAMP LABS Press Box	1
Panasonic WV-BM503 Monitors	2
PANASONIC WV-BM503 TRIPLE 5	4
Pinnacle Fast Action Keyboard	1
Sony DNW-75 BetacamSX digita	1
SONY PVM-14M2U 14 TRINITRON	1
TEK/GVG SMS-8106D Dual DA Co	1
Tektronix/GVG frame transcod	1
Audio Press Feed Box	1
IRP AUTOMIX	1
OSCILLOSCOPE 2465ADV	1
TEKTRONIX/GVG SMS800OTLD @ \$	1
VIDEO PATCH BAY w/ cable a	2

SENATE CHAMBER

Equipment	Quantity
A18X9BMD-D8 REMOTELY CONTROL	4
Crestron CPC-CAMI Pan/Tilt	4
Sony CA-537 camera adapters	4
Sony DXC-D30WS switchable 4:	4

STORAGE HR2-C REAR

Equipment	Quantity
APC Smart UPS 220 SMT2200RM2U	1
CLEARCOM INTERCOM W/ MS	1
CLEARCOM WBS-PAC INTERCOM SY	1
Crestron CPC-CAMI Pan/Tilt	9
Fujinon Lens a19/8 Berm 28 o	1
KVM audio serial extender AM	1
Logitek jetstream mini w/rou	2
NEC 20" color LCD HD Monitor	1
PANASONIC WV-BM503 TRIPLE 5	1
PINNACLE DEKO 200 REMOTE SYS	1
PINNACLE DEKO 500 SDI(325301	1
Power Control & Distribution Box	3

ATTACHMENT G

List of CGA-Owned CT-N Equipment

Sony A18x9BMDD8 Zoom Lens	2
SONY BETA SX CAMERA A W COMP	2
Sony BRC-H900 HD PTZ Camera	13
Sony CA-537 Camera adapters	3
Sony DXC-D 35WSL	2
Sony PMW300K1 HD Camera	6
SONY/FUJINON A19X87 LENS	1
TEKTRONIX 1740 WAVEFORM MONI	1
VINTEN VIN11M WS24227	1
WOHLER AMP2A-4S MASTER SPEAK	1

LEGISLATIVE OPERATING GUIDELINES

1. STATEMENT OF INTENT

The Contractor shall present unedited, gavel-to-gavel television coverage of state government deliberations and other events of state-wide significance. CT-Network (CT-N) programming shall provide viewers with an accurate sense of the flow and context of the legislative process.

The Contractor shall abide by the following operating guidelines when recording and broadcasting the proceedings of the Connecticut General Assembly (CGA).

2. DEFINITIONS

The following definitions apply to these operating guidelines:

Contractor: Entity under contract with the Connecticut General Assembly to operate CT-N.

Project Manager: The Contractor's onsite project manager/director.

Television Committee: The bipartisan, bicameral committee consisting of one designee from each caucus and the CGA Representative from the Office of Legislative Management serving as the day-to-day liaison between the Contractor and the four legislative caucuses.

CGA Representative: One individual from the Office of Legislative Management who will act as a liaison between the Television Committee and the Contractor. The CGA representative shall be responsible for day-to-day oversight and to assure that the proposed and aired programming is consistent with the goals of the CT-N to provide a window in Connecticut State Government.

Coverage: The process of recording and providing public access to events utilizing television production and webcasting technology.

Issue Resolution Team: The CGA Representative and the Project Manager

Live Television Broadcast: Activities that are covered and broadcast on television as they occur.

Live Webcast: Activities that are covered and broadcast on one of the multiple CT-N web streams as they occur.

Recorded Original Broadcast: Broadcast of material that was previously recorded, but that has not yet aired on television.

Rebroadcast: Broadcast of material that has aired on television at least once.

Finished: Coverage that is recorded complete with pre-produced graphics and closed captioning.

Raw: Coverage that is webcast with no pre-finished graphics and closed captioning.

Business Day: Monday through Friday 8 AM through 5 PM, excluding holidays observed by the State of Connecticut.

3. PROGRAMMING PARAMETERS**3.1. PRELIMINARY SCHEDULE**

3.1.1. A programming meeting attended by designated representatives of the Contractor and a designated representative of the Office of Legislative Management is to be held weekly to select the events to be covered the following week.

3.1.2. The Project Manager shall notify the CGA Representative about what events have been preliminarily selected for coverage for following week within one hour of each programming meeting.

3.1.3. The Project Manager shall publicly post the final schedule on-line within four hours during the Business Day of the programming meeting.

3.2. MODIFICATIONS TO THE PRELIMINARY SCHEDULE

3.2.1. The Contractor shall post in real-time, in a mutually agreed upon method, and throughout the coverage week all changes to the preliminary schedule that become necessary as detailed information becomes available or resource availability changes. The CGA Representative may decline any proposed changes in writing within 30 minutes of posting by the Contractor for late-breaking events, or within 60 minutes for events occurring the following day or later.

3.2.2. The CGA Representative may direct the Project Manager and/or Contractor to broadcast a different event on television, within all available resources and with sufficient notice to allow for a transition from one event to another.

3.2.3. The Project Manager and/or Contractor shall notify the CGA Representative before broadcasting a session, public hearing or meeting that it had not previously scheduled, allowing for a reasonable opportunity to the CGA to reject the changes. This notification can be facilitated through automated e-mail alerts whenever changes are recommended.

4. ISSUE RESOLUTION PROTOCOL

Routine questions about CT-N programming and operations will be addressed by the Contractor and CGA Representatives as they are presented and will be discussed at subsequent monthly meetings.

5. CCTV AND WEBSTREAM

5.1. Contractor shall feed the finished coverage of any legislative sessions, committee meetings, public hearings, and other events that are held in the Legislative Office Building and Capitol to the appropriate channel on the State Capitol and Legislative Office Building closed circuit television system. The Contractor shall also simultaneously feed the finished coverage to one of the five existing CTN webstreams.

5.2. The Contractor shall feed any high priority "Raw" events being covered to the CTN "Instant" Webstream and may feed the events to the closed circuit television system, if a channel is designated for that purpose.

6. PROGRAM CONTINUITY

6.1. When the Contractor begins coverage of one chamber, it will initiate a Live Webcast and remain with that chamber until that body adjourns or recesses, unless directed otherwise by the CGA. The Contractor will also initiate a Live Television Broadcast of one of the chambers and may switch between Live Television Broadcast of that chamber to Live Television Broadcast of the other chamber, once the chamber is at ease, in recess or at the conclusion of a debate and vote tally.

6.2. Editing for rebroadcast may only occur when the committee meeting, hearing or session is in recess or is standing at ease for more than five minutes and reconvenes.

6.3. Rebroadcast material shall be aired with current bill status and the actual date on which the floor action, committee hearing or meeting occurred displayed on screen.

7. HEARING ROOMS/REMOTE LOCATIONS

7.1. The CGA has equipped all the hearing rooms and the chambers with remote-controlled video cameras and audio equipment. Committee/task force hearings held at remote facilities or in other statewide locations may be selectively covered by the Contractor utilizing mobile/remote equipment owned by the CGA, pursuant to Section 3 of these Guidelines.

7.2. Contractor shall obtain proper authorizations before any temporary cables are run in the Capitol complex building should events occur outside of locations where operational robotic cameras are available.

8. RECORDING PARAMETERS

8.1. The Contractor shall post existing signs outside the rooms during committee hearings and meetings one hour before the recording begins stating that the event is being recorded. These signs shall remain throughout the duration of the committee hearing or meeting and be removed promptly at the end of each committee hearing or meeting recording.

- 8.2. Committee staff will be notified by the Contractor if a committee meeting or hearing will be recorded.
- 8.3. CTN microphones will not be live and audio will not be recorded until the chair calls the meeting to order. CTN microphones will be turned off immediately when the chair adjourns the meeting or hearing.
- 8.4. Contractor shall provide assistance in coordinating the interconnection of the CT-N broadcast television production and distribution system and the CGA's in-house audio/visual systems.

9. KEYED INFORMATION

9.1. SPEAKER IDENTIFICATION

- 9.1.1. Legislators shall be identified when they speak by name, title, district number, towns they represent and party.
- 9.1.2. Staff who speak shall be identified by their name and job title.
- 9.1.3. Individuals who testify shall be identified whenever possible with the names and organizations.

9.2. BILL OR LEGISLATION INFORMATION

The bill number and short title shall be identified when a specific bill is being heard. This information shall be displayed as much as possible to remind viewers of the issue being discussed.

9.3. LIVE OR RECORDED

The Contractor shall identify whether an event is live or recorded.

10. CAMERAS

- 10.1. The set-up of portable cameras will not deface marble or current fixtures. Cameras shall not be unobtrusively placed, outside normal traffic patterns.
- 10.2. The Contractor shall zoom in a manner sufficient to provide proper framing of each member or witness as he/she speaks and should accommodate close-ups of individuals as well as wide shots of members or groups of witnesses.
- 10.3. Camera placement and movement should be flexible enough to accommodate and cover most presentations and informal discussions in all areas of the committee rooms.

11. AMBIENT MICROPHONES

- 11.1. There is a natural or ambient sound microphone in each chamber to be used only for member's voice votes and statements from the floor during ceremonial occasions.
- 11.2. In the hearing rooms, the production staff may turn microphones on and off if the participants do not.
- 11.3. In the hearing rooms the chairperson is able to mute the individual microphones. The Contractor is not to override the muted microphones until the chairperson has restored order to their satisfaction.

12. LIGHTING

Any lights utilized by Contractor should be unobtrusive, energy-efficient, and should not substantially increase the room temperature. Lights should also be adequate for both video recording and still photography.

13. SHOT SELECTION

- 13.1. Cameras should focus only on recognized speakers. Camera shot selection will accurately convey the event as it transpires. Close-ups will be limited to recognized speakers.
- 13.2. Split screens, Sensational/dramatic shots and extreme close-ups are prohibited.
- 13.3. Axis coordinates used to focus cameras on speakers at their desks should be carefully adjusted to the specific heights of individual members.
- 13.4. The use of arbitrary "reaction" shots is prohibited.

14. GRAPHICS INFORMATION

Pre-produced graphics should be prepared to explain how viewers can get more information such as the CT-N website and internet address. These graphics could be introduced at appropriate times during debate and would be available for recesses etc.

IRAN CERTIFICATION

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE:**
- Initial Certification.
- Amendment or renewal

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States.** United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)