CONTRACT

Between

CONNECTICUT GENERAL ASSEMBLY

Acting by its

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

AND

Connecticut Public Affairs Network, Inc.

ENGINEERING, PRODUCTION AND DISTRIBUTION
FOR THE CONNECTICUT NETWORK

JCLM18REG0031

Contract Table of Contents

1. Definitions
2. Contracting Vehicle
3. Description of Goods and Services
4. Rejected Items; Abandonment
5. Order and Delivery
6. Contract Amendments
7. Assignment
8. Termination
9. Cost Modifications
10. Breach
11. Waiver
12. Open Market Purchases
13. Purchase Orders
14. Indemnification
15. Forum and Choice of Law
16. Contractor Guaranties
17. Implied Warranties
18. Goods, Standards and Appurtenances
19. Delivery
20. Goods Inspection
21. Emergency Standby for Goods and/or Services
22. Setoff
23. Force Majeure
24. Advertising
25. Americans With Disabilities Act
26. Representations and Warranties
27. Representations and Warranties Concerning Motor Vehicles
28. Disclosure of Contractor Parties Litigation
29. Entirety of Contract
30. Attachments
31. Non-Discrimination
32. Tangible Personal Property
33. Whistleblowing
34. Insurance
35. Headings
36. Number and Gender
37. Parties
38. Contractor Changes
39. Further Assurances
40. Audit and Inspection of Plants, Places of Business and Records
41. Background Checks
42. Continued Performance
43. Working and Labor Synergies
44. Contractor Responsibility
45. Severability
46. Confidential Information
47. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
48. Cross-Default
49. Disclosure of Records
50. Summary of State Ethics Laws
51. Sovereign Immunity
52. Time of the Essence
53. Certification as Small Contractor or Minority Business Enterprise
54. Campaign Contribution Restriction
55. Protection of Confidential Information
56. Audit Requirements for Recipients of State Financial Assistance
57. Anti-Trust

ATTACHMENT A - Description of Goods & Services and

ATTACHMENT B - Price Schedule

ATTACHMENT C - Required Forms Checklist
ATTACHMENT D - Campaign Contribution Ban Notice
ATTACHMENT E - Job Positions & Salary Ranges
ATTACHMENT F - CT-N Coverage Map
ATTACHMENT G - Cable System Carriage by Town
ATTACHMENT H - List of CGA-Owned CT-N Equipment
ATTACHMENT I - Legislative Operating Guidelines
ATTACHMENT J - Detailed Line Item Budget

This contract (the "Contract") is between, CONNECTICUT PUBLIC AFFAIRS NETWORK, INC. ("Contractor"), and the JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT (JCLM) ON BEHALF OF THE CT GENERAL ASSEMBLY (CGA) in accordance with Connecticut General Statutes (Statute).

The provisions in the Attachments supersede any conflicting provisions in the Contract.

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, unmatured, 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 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 and set forth in **Attachment A.**

(k) Goods or Services: Goods, Services or both, as specified in the Solicitation and set forth in **Attachment A.**

(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 and set forth in **Attachment A.**

(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 **Attachment A.**

(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 **Attachment A.** For purposes of this Contract, to perform and the performance in **Attachment A.** is referred to as "Perform" and the "Performance."

4. 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 Parties, that:

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

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

(3) they vest authority, without any further act required on their part or the 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 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.

5. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with **Attachment A** and at the prices set forth in **Attachment B**. 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 **Attachment B**.

6. 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.

7. 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.

8. Termination.

(a) Notwithstanding any provisions in this Contract, the CGA, and the Contractor, through a duly authorized employee, may Terminate the Contract whenever either party makes a written determination that such Termination is in said party's best interests. The party terminating the Contract shall notify the other party in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the non-terminating party must complete its Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

(c) The party terminating the Contract CGA shall send the notice of Termination via certified mail, return receipt requested, to the other party at the most current address which the party has furnished to the CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice of termination or acknowledgement of the Contractor's notice of termination 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 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 or acknowledgement of the Contractor's 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 Attachment A, 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.

9. 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.

10. 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 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 **Attachment B**.

11. 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.

12. 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 Attachment B 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.

13. 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.

14. 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 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 uncopyrighted 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.

15. 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.

16. 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, 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.

17. Implied Warranties. The CGA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

18. 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.

19. 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.

20. 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.

21. 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 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.

22. 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.

23. 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.

24. 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.

25. 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 and possible, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act. Contractor shall not be liable for ADA deficiencies beyond its control within the CGA's facility.

26. 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;
(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 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.

27. 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 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.

28. 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.

29. 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.

30. Attachments. All attachments referred to in and attached to this 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.

31. Non-discrimination.

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

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

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

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

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

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

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

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

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

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

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other

changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (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 adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

32. <u>Tangible Personal Property</u>.

(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 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.

33. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public 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.

34. 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.
(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.

35. 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.

36. 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.

37. 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."

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 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.

45. 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.

46. 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 Bid 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.

47. 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.

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

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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 Attachment C.

55. 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 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.

56. 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.

57. 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.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

CONNECTICUT PUBLIC AFFAIRS NETWORK

By: _____

William A. Bevacqua
Name

Title: President

Date: 10/22/18

CONNECTICUT GENERAL ASSEMBLY

By: _____

James E. Tamburro
Name

Title: Executive Director
Joint Committee on Legislative Management

Date: 10/23/18

ATTACHMENT A - Description of Goods and Services
Contract Title: Engineering, Production and Distribution for the CT-Network Contract # JCLM18REG0031

1. Recitals
   a) WHEREAS, the CGA desires to enter into this Contract for the engineering, production and distribution for the CT-Network;

   b) WHEREAS, the CGA solicited proposals for the engineering, production and distribution for the CT-Network;

   c) WHEREAS, the Contractor submitted a Proposal for the engineering, production and distribution for the CT-Network dated June 8, 2018;

   d) WHEREAS, the CGA has, through a process conforming to the requirements of Connecticut General Statutes Section 2-71p, accepted the Proposal submitted by the Contractor;

   e) NOW, in consideration of this Contract herein contained, the parties agree as follows.

2. Engineering, Production and Distribution for the CT-Network
   a) The Request for Proposal dated May 7, 2018 and the Proposal June 8, 2018 are incorporated by reference into this Contract. Should there be any conflict between the above-mentioned documents, the terms and conditions of this Contract shall take precedence.

   b) **Required Programming**
   The Contractor shall provide the engineering, production and distribution of the CT-Network (CT-N) programming for all three branches of government in the following priority order:

      1) House and Senate Sessions
      The Contractor 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 Attachment I. The Contractor may switch from live "gavel to gavel" coverage on TV to another program in progress during recesses or other appropriate intervals. The Contractor must 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 Contractor 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 Contractor 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 Contractor 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.

The Contractor shall provide coverage of all press conferences at the State Capitol or 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 State Senator, United State Representative, Governor, Lieutenant Governor, Secretary of the State, Comptroller, Treasurer, and Attorney General.

The Contractor must have a full Electronic News Gathering camera set up (camera, tripod, wireless microphone) and trained staff available to cover press conferences when given an hour notice on Business Days. Business Days are defined as Monday through Friday, excluding weekends and Connecticut State Holidays recognized by the CGA.

5) Judicial and Executive Branch Programming

The Contractor shall cover Judicial and Executive Branch proceedings in accordance with the Legislative Operating Guidelines included in Attachment I.

6) Public Interest Programming

The Contractor shall cover Public Interest Programming occurring around the State of Connecticut in accordance with the Legislative Operating Guidelines included in Attachment I. The Contractor will be expected to provide coverage of offsite events.

c) **Programming Hours**

1) Non-Legislative Session (Interim)

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

d) **Emergency Briefings**

The Contractor 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.

e) **Control Room Coverage**

The Contractor shall provide sufficient production and engineering staff on-site to meet the legislative coverage requirements. 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.

f) **Website**

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

The Contractor 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 Contractor 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.

The Contractor shall provide a recommendation to the CGA for the overall redesign of the CT-N website to be more video driven and compatible with a widescreen, high-definition format within the first year of contract award.

g) **Archiving**

The Contractor 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 Contractor and accessible by the State Library and the CGA Legislative Library. The method of archiving may be subject to change throughout the Contract term based on evolving technologies (i.e. cloud based services, in-house server storage, etc). The CGA and Contractor shall collaborate throughout the contract term to improve archiving methods to provide greater accessibility to content.

h) **Programming Scheduling**

The Contractor shall utilize the following programming scheduling procedure.

1. Programming Research

Contractor staff shall research all available programming and recommend what is possible to be covered within the capability of the CT-N equipment.

2. Weekly Programming Meeting

A weekly meeting will be held on Thursday afternoon to select events to be covered the following week and must include the Producers and Senior Production staff.

a. A CGA representative will attend this meeting when available. The CGA representative will act as a passive attendee who offers input upon request.
b. At this meeting, the Producers will present what is available for coverage based on the legislative schedule, the legislative room reservation system, press releases, and other information gathered by the producers.
c. The meeting attendees will 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 State holiday which falls on a Friday, the meeting is held on Wednesday afternoon or Thursday morning. The production staff will provide 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.

3. Final Schedule of Events

The 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 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 Contractor may propose revisions to the Programming Scheduling procedure outlined above throughout the term of the Contract. The Contractor shall not make any changes to the Programming Scheduling procedure without written approval by the CGA. The CGA will participate in the selection of events to be covered and will resolve priority issues. The CGA shall also maintain editorial control over CT-Network programming throughout the term of the Contract.

i) **Network Carriage and Channel Use Agreements**

The Contractor shall work with all CT cable providers in CT to ensure that CT-N and CT-N HD (when available) are carried on all cable systems in the State and Frontier Vantage as indicated on the coverage map in Attachment F and is broadcast in all the Connecticut towns listed in Attachment G. The Contractor is not required to ensure that CT-N is carried on satellite television, but shall work with the CGA to get CT-N added to satellite television.

The Contractor shall continue to operate CT-N's Roku "over the top" channel and present findings of investigations for additional over-the-top services. The Contractor 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.

The Contractor shall act as an engineering advisor with respect to signal delivery and assist the CGA where possible in making the necessary contacts within the video distributors' organizations to negotiate agreements. CPAN understands that the CGA will negotiate and sign all carriage agreements for CT-N.

The Contractor shall also continue to work with CGA and its audio visual vendor to insert CT-N content onto the Capitol Complex's in-house television system.

j) **Parking and Operating Space**

The CGA will provide parking at the Legislative Parking Garage for the Contractor's employees assigned to the CT-N contract. The Contractor 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.

The CGA will provide temporary office space for up to seven of the Administrative Staff at 18-20 Trinity Street. The temporary space shall include six cubicles and one office. The CGA will also provide parking for the employees located in 18-20 Trinity Street on the Capitol Grounds or Legislative Parking garage. Pursuant to Schedule B and Schedule J herein, the Contractor's compensation shall be reduced by the budgetary amount designated for Space Rental Expense prorated for the period of time the Contractor occupies this temporary space.

The Contractor's personnel assigned to the CT-N project will be granted badge access to the Capitol, LOB and LOB garage. Employees assigned to Trinity Street will be granted access by the Department of Administrative Services (DAS).

k) **Equipment, Hardware and Software Issues**
The Contractor shall provide technical assistance when procuring new equipment, 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. Representatives from the CGA and the Contractor will perform a joint verification of the items and locations of equipment referenced in Attachment H at a mutually-agreeable time within the first 30 days of the contract period.

l) **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. The Contractor shall work with OLM on the researching and migrating legacy distribution to a newer IP-based architecture.

m) **Promotion & Social Media**
The Contractor may promote the CT-Network on free media outlets. The Contractor shall not utilize paid promotion of any kind including purchased internet, 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.

n) **Legislative Operating Guidelines**
The Contractor shall abide by the Legislative Operating Guidelines included in Attachment I.

o) **Furniture and Equipment**
The CGA will provide any required furniture and specified equipment for the control room and Trinity Street. 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.

p) **Staffing**
The Contractor shall provide staffing to engineer, produce and distribute CT-N in accordance with the Job Positions and Salary ranges outlined in Attachment E. Changes to the staffing structure, job positions and salary ranges shall be mutually agreed upon by the Contractor and the CGA prior to any changes being made. The staff assignment plan for base programming is divided into three key functional areas:

1) Engineering, Production and Programming: 15 Full Time Employees
2) Information Technology: 1 Full Time Employee
3) General Administrative : 3.15 Full Time Employees

3. Closed Captioning
The CGA and the Contractor shall work collaboratively to develop an approach to closed caption programming. The Contractor will be granted use of the closed captioning Ultech Caption Mic "echo" systems equipment which was purchased from Mark Hall Sales Associates if it is the selected approach.

4. CGA Ownership Rights
All programming created by the Contractor 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 Contractor. The Contractor shall not use the name of the CGA for advertising or promotional purposes without prior permission in writing. The Contractor is allowed to use the CGA as a reference.

5. Reporting Requirements
The Contractor 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:

a) A listing of CTN programming, hours of programming and a description of how the weekly programming goals included in Section C.1.2 were achieved;
b) Operation and Equipment issues and recommended resolutions; and
c) Staffing Changes.

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

7. Facility Considerations:

a) Protection/Safety Measures:
1) Caution shall be exercised by the Contractor at all times for the protection of persons and property, and all safety regulations and other provisions of applicable Federal, State and local laws must be observed. Building and construction codes, including the requirements of the Occupational Safety and Health Administration, shall be observed.

2) The Contractor shall assume responsibility for the safe performance of the work at all times.
3) If any operation, practice, or condition is deemed by the CGA's representative to be unsafe during the course of the performance of the work, the Contractor, when notified verbally and later confirmed in writing, shall take such corrective action immediately.
4) Any debris or dust that collects on the ground that poses a tripping and /or slipping hazard shall be removed immediately.
5) The Contractor shall, at all times, provide protection against the weather so as to maintain their work, materials, apparatus and fixtures free from injury or damage. Any work damaged by failure to provide adequate protection shall be removed and replaced with new work at the Contractor's expense.
6) The Contractor shall pay the cost of repair or replacement resulting from theft or damage to existing equipment, material or work due to negligence by the Contractor in securing the project site and adjacent areas affected by the Contractor's operations.

8. Subcontractors

Currently no subcontractors are authorized to work under this Contract. Throughout the term of the contract, the Contractor must submit a proposal requesting written approval from the CGA for any work that will be performed by subcontractors prior to the work being performed.

If approved by the CGA, the Contractor would assume full responsibility for all services performed by any subcontractor the Contractor chooses to work with to provide services under this Contract. The Contractor shall be the sole point of contact with regards to all matters, including subcontractor performance. The Contractor shall ensure the subcontractor complies with all specifications, applicable prevailing rates, applicable licensing requirements, and appropriate insurance requirements. Any subcontractors shall have experience providing broadcast/cable television.

9. Contract Term

The Contract will be in effect from the date this Contract is executed by both Contractor and the CGA (the "Effective Date") and continue for three years. 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.

10. Conditions

The Contractor shall submit the documentation listed in Attachment C with this Contract and update as necessary, for the duration of this Contract, before a purchase order is authorized.

11. Compensation

The compensation for services hereunder shall be in accordance with Attachment B of this Contract and any signed purchase orders issued pursuant to this Contract. The Contractor shall not begin performance until the Contractor receives a signed purchase order. Compensation under this Contract is contingent upon funding being available for this purpose.

a) CGA Provided Office Space and Services: The CGA shall pay the Contractor compensation outlined on Attachment B less corresponding budget line items of any CGA provided Office Space and Services. Budget line items are provided on Attachment J.
b) Expense Reimbursements: No expense reimbursements are allowed under this Contract. Contractor will not be reimbursed for contract or travel-related expenses. No compensation will be made for any mileage or any reimbursements.

c) Payment Terms: Payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/ or Services (in arrears) in accordance with Conn. Gen. Stat. §4a-71.

d) Frequency of Billing: In the first year of the Contract, invoices shall be submitted on a semi-monthly basis in arrears on the 1st and 15th of each month. In subsequent years, Invoices shall be submitted at a frequency that is mutually agreeable to both parties.

e) Properly Prepared Invoice: The Contractor shall submit a Properly Prepared Invoice to the CGA for the Performance of service under this Contract. A Properly Prepared Invoice is defined as an invoice that is dated subsequent to the date the goods/services have been received and that is accompanied by all the required information and supporting documentation as delineated below:

1) A Properly Prepared Invoice shall include:
   i. Invoice date,
   ii. Invoice number,
   iii. Purchase order number, and
   iv. 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.

2) Invoices should be sent directly to Accounts Payable Group; Office of Legislative Management; 300 Capitol Avenue, Room 5100; Hartford, CT 06106 or emailed to OLM.AP@cga.ct.gov.

12. 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."

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

13. 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 (a) the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, (b) placed with a recognized, overnight express delivery service that provides for a return receipt or sent via email, or (c) an email is sent.

If to the CGA
Mailing Address: Contracting Department
CT General Assembly
Office of Legislative Management
Legislative Office Building
300 Capitol Avenue, Room 5100
Hartford CT 06106
Email: CGAContracting@cga.ct.gov.

If to the Contractor:
Mailing Address: William A. Bevacqua, President
Connecticut Public Affairs Network, Inc.
P.O. Box 203155
Hartford, CT 06123-0155
Email: william@ctpublicaffairsnetwork.org

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

CONNECTICUT PUBLIC AFFAIRS NETWORK

By: _____

William A. Bevacqua
Name

Title: President

Date: 10/22/18

CONNECTICUT GENERAL ASSEMBLY

By: _____

James E. Tamburro
Name

Title: Executive Director
Joint Committee on Legislative Management

Date: 10-23-18

ATTACHMENT B – Price Schedule
Contract Title: Engineering, Production and Distribution for the CT-Network Contract # JCLM18REG0031

Transitional Engineering, Production and Distribution for the CT-N Fees	
Year 1	$1,832,000 / year
Year 2	$1,886,560 / year
Year 3	$1,942,620 / year
*Year 4 (Optional)	$2,000,440 / year
*Year 5 (Optional)	$2,060,310 / year
*Year 6 (Optional)	$2,112,200 / year

Payment Terms
Standard payment terms of 45 days in arrears apply to this Contract.

There is no early payment discount.

The Contractor is not a Connecticut registered SBE or MBE.

The Contractor may not provide services for Year 4, 5 and 6 until a contract amendment is fully executed and a signed purchase order is received reflecting the CGA and the Contractor's mutual intent to extend the Contract for years 4, 5 and 6.

ATTACHMENT C – Required Forms Checklist
Contract Title: Engineering, Production and Distribution for the CT-Network Contract # JCLM18REG0031

REQUIRED FORM	COMPLETED?
Insurance Certificate and Endorsement The Contractor shall submit sufficient commercial general liability insurance at levels, as delineated in Section 33 of this Contract. The Contractor shall name the State/CT General Assembly as an additional insured on the policy, shall provide a certificate of insurance or a copy of the policy, and shall provide an endorsement indicating the State/CT General Assembly has been added to the policy as an additional insured prior to the effective date of this Contract. Insurance coverage shall be maintained during the time that any provisions survive the term of this Contract. The Contractor shall not begin performance until the delivery of the policy to the CGA.	☑
Nondiscrimination Form The Contractor shall complete and submit the Nondiscrimination Certification pursuant to Conn. Gen. Stat. §4a-60(a) and Conn. Gen. Stat. §4a-60a(a).	Submit with Contract
Gift and Campaign Contribution Ban Acknowledgement Form The Contractor shall complete and submit the Gift and Campaign Contribution Ban Acknowledgement Form pursuant to Conn. Gen. Stat. §4-250; Conn. Gen. Stat. §4-252(c); and Conn. Gen. Stat. §9-612(g)(2) and any subsequent amendments to these sections.	☑
Iran Certification Effective October 1, 2013, this form must be submitted for any large state contract, as defined in Conn. Gen. Stat. §4-250. 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.	☑
Background Check The Contractor shall complete the State Capitol Police Department Background Check form for each employee that will be working onsite under this Contract. Please include one form of picture identification along with this form.	Submit with Contract
CHRO Documentation The Contractor shall complete the Contract Compliance Monitoring Report for the Connecticut Commission on Human Rights and Opportunities (CHRO) in accordance with Conn. Gen. Stat. §§46a-68 and 46a-68a.	☑
Proof of Authorization Form: The Contractor shall complete the attached form.	☑
Vendor Profile Form: The Contractor shall complete the attached form.	☑
W-9 Form: The Contractor shall complete the attached form.	☑

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined later on in the notice).

Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from the General Assembly shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from the General Assembly, shall **knowingly** *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

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

Definitions

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

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

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Office of Legislative Management
Room 5100
Rev. 1/17

CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE AUTHORIZED TO EXECUTE CONTRACT

Certification to accompany a State contract, having a value of more than $50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b).

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

CT Network Production	JCLM18REG0031
Contract Name	Contract Number

CT Public Affairs Network Inc

Contractor Name

Connecticut General Assembly

Awarding State Agency

	10/23/18
State Agency Official or Employee Signature	Date
James E. Tamburro	Executive Director
Printed Name	Title

Sworn and subscribed before me on this 23rd **day of** October**, 20**18**.**

Commissioner of the Superior Court or Notary Public

SUSAN A. SKEHAN
NOTARY PUBLIC OF CONNECTICUT
Comm. # 162029
My Commission Expires 12/31/2022