

DEPARTMENT OF ADMINISTRATIVE SERVICES

AGREEMENT for WORK of ART
Peony Bouquet, edition 2/10; Tree of Life, edition 2/15

To Be Provided on Project Entitled
Litchfield Judicial Branch Courthouse

WORK of ART AGREEMENT NUMBER: BI-JD-239-K-ART

PROJECT NUMBER: BI-JD-239

INDEX

ARTICLES

DESCRIPTION OF THE WORK OF ART --STORAGE--INSPECTIONS--PREPARATION FOR
TRANSPORT--TRANSFER OF TITLE..... I.

WARRANTIES..... II.

TIME SCHEDULE III

PAYMENT OF ARTIST'S FEE IV.

TERMINATION OF AGREEMENT V.

RISK OF LOSS AND INSURANCE..... VI.

REPAIRS VII.

REPRODUCTION..... VIII.

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION
PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, ANTI-
HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE
LAWS IX.

WHISTLEBLOWING..... X.

COMPLIANCE WITH LAWS..... XI.

WAIVER XII.

RECORDS..... XIII.

INDEMNIFICATION XIV.

AGENT FOR SERVICE OF PROCESS XV.

ENTIRE AGREEMENT XVI.

FORUM AND CHOICE OF LAW XVII.

APPROVAL OF COMMISSIONER OF DEPT. OF ADMINISTRATIVE SERVICES..... XVIII.

SOVEREIGN IMMUNITY..... XIX.

ANTITRUST..... XX

AGREEMENT FOR WORK OF ART

THIS AGREEMENT is made and entered into this 3rd day of April, 2020, by and between

Mary Close Oppenheimer
17 Juniper Ledge Lane
Lakeville, CT 06039

with a principal office at 17 Juniper Ledge Lane, Lakeville, CT 06039

hereinafter called the "Artist" or "contractor," and the State of Connecticut, hereinafter called the "State," acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services (DAS), duly authorized, under the provisions of Sections 4-8, 4b-1, 4b-1b, 4a-1, 4a-2, 4b-3, and 4b-53 of the Connecticut General Statutes, as revised and/or amended.

Whereas, the State seeks to purchase a work of art that will consist of two (2) photomosaics (the Work of Art) to be installed at the Litchfield Judicial District Courthouse in Torrington, CT.

Whereas, the Artist has offered to sell the Work of Art.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto do hereby agree as follows:

I DESCRIPTION OF THE WORK OF ART- STORAGE- INSPECTIONS-PREPARATION FOR TRANSPORT-TRANSFER OF TITLE

The Artist has created the two (2) photomosaics described below and depicted on Exhibit A, which is attached hereto and made a part hereof.

Title of Work of Art: Peony Bouquet, edition 2/10

Dimensions: 29" x 36.25"

Media: photomosaic

Title of Work of Art: Tree of Life, edition 2/15

Dimensions: 29" x 36"

Media: photomosaic

1. The Artist shall provide for the storage of the Work of Art until the Department of Economic and Community Development ("DECD") or its designated transportation contractor picks up the Work of Art. All storage costs are included in the Artist's fees.

2. The Artist shall make the Work of Art available to the State at such reasonable time and date as requested by the DECD for inspection and approval before the DECD (or its designated transportation contractor) picks up and transports the Work of Art.

The Work of Art shall be in showroom new condition.

The DECD Program Manager, in consultation with the DAS Project Manager, shall determine the manner and prescribe the inspection of the Work of Art to determine whether it complies with all of the specifications in the contract. If the Work of Art fails in any way to meet the specifications in the contract, the Commissioner may, in her/his sole discretion, reject the Work of Art and owe nothing. Any decision by the Commissioner pertaining to any such failure or rejection shall be final and binding. This right is in addition to the State's rights set forth in article V. Termination.

3. The Artist shall securely and properly pack the Work of Art for shipment, according to accepted standard commercial practice for Works of Art, without extra charge for packing containers or materials. The packing containers and materials shall remain the property of the State unless otherwise stated in the contract.

4. Title vests in the State when the Work of Art is picked up by DECD or its designated transportation contractor. All risk of loss and damage to the Work of Art transfers to the State upon title vesting in the State.

II. WARRANTIES

The Artist warrants that: (a) the Work of Art is solely the result of the artistic effort of the Artist; (b) the Work of Art is unique and original and does not infringe upon any copyright; (c) the Work of Art is an edition as noted in Article I. Description of the Work of Art (1); (d) the Work of Art, or duplicate thereof, has not been accepted for sale elsewhere; (e) the Work of Art is free and clear of any encumbrances from any source whatever; and (f) the Work of Art will be free from faults of material and workmanship for a period of twenty-four (24) months after payment by the State.

III. TIME SCHEDULE

The Artist shall make the Work of Art available for inspection, approval and pick up by the DECD (or its designated transportation contractor) on or before forty-five (45) days after the date this contract has been signed by the parties.

IV. PAYMENT OF ARTIST'S FEE

The Artist shall be paid by the State under this agreement only as hereinafter provided. Such payment shall be in full compensation for the Work of Art. Such payment shall be in the total sum of **Thirteen Thousand Dollars (\$13,000.00)** to be made as follows:

Thirteen Thousand Dollars (\$13,000.00) after the Work of Art has been: 1. inspected by DECD or its duly authorized representative and determined to be satisfactory, and 2. picked up by DECD or its designated transportation contractor.

The Artist shall submit a billing/invoice, in duplicate, on his/her letterhead to DECD. The State will process the invoice and make payment to the Artist approximately thirty (30) days after the Work of Art has been inspected by DECD or its duly authorized representative and determined to be satisfactory, and picked up by DECD or its designated transportation contractor.

The Artist represents and warrants that it is the sole owner and titleholder of the Work of Art and that the Work of Art is not encumbered by a security agreement or Uniform Commercial Code filing for the benefit of a third party. The Artist further represents and warrants that it will not grant a security interest in the Work of Art to a third party or otherwise encumber said Work of Art.

V. TERMINATION OF AGREEMENT

- A. Notwithstanding any provisions or language in this contract to the contrary, the Commissioner may, in her/his sole discretion, terminate the contract in whole or in part whenever she/he determines that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Artist of a written notice of termination. The notice of termination shall be sent by registered or certified mail to the Artist's address as furnished to the State for purposes of correspondence, or by hand delivery. Upon receipt of such notice, the Artist shall both immediately discontinue all services affected (unless the notice directs otherwise).
- B. If the termination is for the convenience of the State, the Artist shall be entitled to receive reasonable compensation for services already satisfactorily performed and accepted, but no amount shall be allowed for anticipated profit on unperformed services. The Commissioner shall determine the amount of such compensation.
- C. If after notice of termination for failure of the Artist to fulfill his/her agreement obligations it is determined that the Artist had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, the Artist shall be entitled to reasonable compensation as provided in Section B of this article.
- D. The rights and remedies of the parties hereto provided in this article are in addition to any other rights and remedies provided by law or under this agreement.

VI. RISK OF LOSS AND INSURANCE

The risk of damage to or loss of the Work of Art during storage and through pick up by DECD or its designated transportation contractor shall be solely that of the Artist. This risk shall transfer to the State only after pick up by the DECD or its designated transportation contractor.

VII. REPAIRS

Litchfield Judicial District Courthouse and/or DECD may hire a professional conservator to repair any damage to the Work of Art occurring after Litchfield Judicial District Courthouse takes title thereto. Litchfield Judicial District Courthouse shall consult with DECD before undertaking conservation, restoration, or repairs. Where possible, the Litchfield Judicial District Courthouse and/or the DECD may, in their/its sole discretion, consult the Artist as to his/her recommendations with regard to repairs and restorations that are to be made during the lifetime of the Artist. To the extent practicable, the Litchfield Judicial District Courthouse and/or the DECD may, in their/its sole discretion, give the Artist the opportunity to accomplish said repairs and restorations provided the costs shall not exceed that of a professional conservator.

VIII. REPRODUCTION

The Artist hereby reserves all rights to graphically reproduce the Work of Art, but shall not unreasonably refuse the State permission to graphically reproduce it. The Artist also reserves all rights under any copyright laws to which the Work of Art may be subject.

Notwithstanding the above, the State shall have the right to graphically reproduce the Work of Art for brochure, newsletters, or other media as produced and distributed by the State. When reasonably possible, any graphically reproduced images used by the State will include a credit line stating the name of the artist(s) and title of the Work of Art.

It is hereby agreed that the Artist will not reproduce the Work of Art in like manner.

IX. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS, ANTI-HARASSMENT POLICY, SUMMARY OF STATE ETHICS LAWS AND CAMPAIGN FINANCE LAWS

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Artist."

A. Non-Discrimination

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "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.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "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;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "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

- x. "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 agency, 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 agency of a subdivision, agency, 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ

minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a

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

B. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Department shall provide a copy of these orders to the contractor.

C. This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

D. 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.

E. CAMPAIGN CONTRIBUTION RESTRICTION

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this contract 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."

X. 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 Artist takes or threatens to take any personnel action against any employee of the Artist in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Artist 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 State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with 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 Artist.

XI. COMPLIANCE WITH LAWS

In the performance of the work, the Artist shall comply with all applicable State, federal, and local laws.

XII. WAIVER

The Artist agrees to notify the State of changes in his/her address and failure to do so shall be deemed a waiver of the Artist's rights in Article VIII. Reproduction.

XIII. RECORDS

The State agrees to maintain on permanent file a record of this agreement and the location of the Work of Art. The accepted Work of Art will be registered by the State with the DECD. For documentation and publicity purposes, the Artist will furnish the DECD the following digital images and description of the finished Work of Art as installed:

1. A sufficient number of high resolution digital images on a CD fully representing the Work of Art;
2. A full and complete written description of the Work of Art including a statement of the concept, materials used, and maintenance and conservation instructions.

XIV. INDEMNIFICATION

The Artist shall indemnify and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising directly or indirectly in connection with the contract, concerning the negligent acts of commission or omission (collectively, the "Acts") of the Artist or Artist 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, to the extent of the Artist's or Artist Parties' negligence. The Artist's obligations under this section to indemnify and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Artist'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. For purposes of this section, the term "Claim" is defined as follows: "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.

XV. AGENT FOR SERVICE OF PROCESS

The Artist hereby appoints Mary Close Oppenheimer, 17 Juniper Ledge Lane, Lakeville, CT 06039 as her agent for service of process.

XVI. ENTIRE AGREEMENT

No prior stipulation, agreement or understanding, verbal or otherwise, of the parties hereto, their agents or legal representatives, shall be valid or enforceable unless embodied in the provisions of this agreement.

XVII. 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 Artist 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.

XVIII. APPROVAL OF COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES

This contract shall take effect when it is approved and signed by the Commissioner of the Department of Administrative Services or his/her designee, duly authorized.

XIX. 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 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.

XX. ANTITRUST PROVISION. The Artist hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Agreement that the Artist 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. For purposes of this section, the term "Claim" is defined as follows: "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.

IN WITNESS WHEREOF, the State, acting herein by its Commissioner or designee, duly authorized, of the Department of Administrative Services, and the Artist have executed this agreement.

State of Connecticut

DocuSigned by:
Kevin Kopetz
By: F1ADB39706914CB...
Kevin J. Kopetz
Director, Office of Legal Affairs, Policy and Procurement
Department of Administrative Services

Date signed 4/3/2020

Mary Close Oppenheimer

DocuSigned by:
Mary Close Oppenheimer
By: 9D6B786C1862468...

Date signed: 3/31/2020



Approved:

DocuSigned by:
David Lehman
By: 2BBF0D39C7A0431...
David Lehman
Commissioner
Department of Economic and Community Development

Date signed: 4/3/2020

EXHIBIT A

DATE: 3-19-20
EXACT LEGAL NAME OF BUSINESS OR ENTITY THAT WILL EXECUTE CONTRACT: Mary Close Oppenheimer
ADDRESS: 17 Juniper Ledge Lane
Lakeville, CT 06039
BUSINESS PHONE: (860) 435-2772
CELL: (917) 584-9297
EMAIL: maryclose@me.com
CONTACT: Mary Close
CONCEPT: artwork selected by the Litchfield Judicial District Courthouse art committee for acquisition

TITLE: *Peony Bouquet (edition 2/10)*
MATERIALS: photomosaic
DIMENSIONS: 29" x 36.25"

TITLE: *Tree of Life (edition 2/15)*
MATERIALS: photomosaic
DIMENSIONS: 29" x 36"

LOCATION: Location will be determined by the Litchfield Judicial District Courthouse in collaboration with COA.

INTERIOR/EXTERIOR: interior

SUSPENDED: no

LIGHTING/ELECTRICAL COMPONENTS NECESSARY: no

SPECIAL ACCOMMODATIONS (e.g. special structural needs): na

REQUIRED MAINTENANCE: The artist will provide maintenance and conservation information at the completion of the project.

Please attach 1-3 paragraph (s) detailing the description of the proposed artwork. na

FINAL PROPOSAL Planning start date for the project: 5/23/16

Mary Close

**Peony
Bouquet,**
Edition 2/10

29" x 36.25"

Photomosaic



Tree of Life,
Edition 2/15

29" x 36"

Photomosaic





Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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 on the reverse side of this page).

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 a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (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).

In addition, no holder or principal of a holder of a valid prequalification certificate, 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.

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 a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, 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 Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (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.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

Page 2 of 2



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.

“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.