

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between R.J. Enterprises Associates, LLC, a Connecticut limited liability company (the "Licensor"), with a principal place of business at 140 Porter Hill, Middlebury, Connecticut 06762, acting herein by Joseph Diaferio, its Member, duly authorized and the STATE OF CONNECTICUT acting herein by and through its Commissioner of Department of Administrative Services (the "Licensee" or the "State") with an address of 165 Capitol Avenue, Hartford, Connecticut, 06106, pursuant to the authority conferred upon him/her pursuant to the provisions of the Connecticut General Statutes Section 4b-1, as revised.

WHEREAS, Licensor is the owner of a certain real property located at 481-489 Meadow Street, Waterbury, Connecticut (the "Property"); and

WHEREAS, Licensee desires the use of a portion of the paved and street lighted parking lot consisting of 96 spaces.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a temporary, non-exclusive license to enter over, across and upon the Property [as shown on Exhibit A attached hereto and made a part hereof for the purpose of utilizing 96 spaces. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property.
2. Duties of Licensor. Licensor shall be responsible for management and operation of the Property as a parking lot, including but not limited to, providing utilities, maintenance and repair as needed to keep the Property in good working order and condition, lighting the parking lot, striping the parking spaces, snow and ice removal and sanding by 7:00 a.m. Monday through Friday. If precipitation necessitating such work continues throughout a working day, even if intermittently, the Licensor must establish and maintain an open travel area for vehicles and clear walking paths over and across the Property, at all time during the operating hours set forth in paragraph 5(a) below, and sanding and de-icing of all parking areas, walkways, sidewalks, stairs and ramps located in or appurtenant to the Property at the reasonable request of the Licensee.
3. Consideration. In consideration of the license granted by this Agreement, the Licensee shall pay the Licensor a fee of Fifty-Nine Thousand Six Hundred Fifty-Two (\$59,652.00) Dollars per year, payable in equal monthly installments of Four Thousand Nine Hundred Seventy-One (\$4,971.00) Dollars by the end of each calendar month in arrears. Use for a period less than a full calendar month at the commencement, termination or during any partial interruption of this agreement shall be prorated by dividing the monthly rent by thirty and multiplying the resulting quotient by the number of days of use.

4. Term. The term of this Agreement shall be five (5) years and will commence upon date this Agreement is approved by the Office of the Attorney General ("Commencement Date").

5 Use.

- a. Hours of use shall be twenty-four hours per day, seven (7) days a week.
- b. The Licensee shall use the Property solely for the purposes permitted in this Agreement.
- c. No dangerous explosives may be brought onto, stored or used on or in the Property.
- d. The Licensee shall not install any equipment or fixtures or make any alterations to the Property without proper written consent from the Licensor.

6 Insurance.

- a. Throughout the Term, Licensor shall maintain, at Licensor's sole cost and expense, a policy or policies of comprehensive general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. Such insurance policy or policies shall name the Licensee and Licensee's officials, agents and employees as additional insureds.
- b. The Licensor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the State of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.
- c. Throughout the Term, Licensor also shall maintain, at Licensor's sole cost and expense, a policy or policies of standard fire and casualty insurance, including special form coverage, insuring the Property against all risks of damage thereto, together with endorsements insuring against damage and other loss, costs and expenses due to earthquake, demolition, increased cost of construction, contingent liability associated with building laws and regulations, and, if any portion of the Property is located is within a 100 year flood zone, also flood. The coverage limits for such insurance shall be not less than one hundred percent (100%) of the full replacement cost of the Property and, in all events, in such amounts so that Licensor is not deemed a co-insurer of any loss, risk or damage covered thereby. The amount of casualty insurance maintained by Licensor shall in no way limit the Licensor's obligations to repair or reconstruct the Property or any portion thereof following a casualty.

d. All insurance shall be written on an occurrence basis as opposed to "claims made" basis.

e. The insurance required hereunder shall be written with insurers licensed to do business in the State of Connecticut and which are rated A-(VIII) or better by the latest edition of Best's Rating Guide or, if not available, any generally recognized replacement therefor. Each policy of insurance required hereunder shall provide for a minimum of thirty (30) days prior notice of any cancellation or changes in coverage. Copies of insurance policies required of one party shall be provided to the other not later than the Commencement Date and thereafter not later than thirty (30) days prior to the expiration of each such policy.

f. Nothing herein shall preclude either party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance (other than insurance policies for garage-keeper's liability, workers compensation and employer's liability) maintained by Licensor shall name Licensee and Licensee's officials, agents and employees as additional insureds. Any insurance maintained by the Licensor hereunder shall be primary and non-contributory and not in excess of any other insurance maintained by Licensee and/or any other persons or parties. Any insurance maintained by Licensee shall be in excess of any and all insurance maintained by Licensor and shall not contribute with it.

g. The Licensor shall be fully and solely responsible for any and all costs and expenses associated with and thus shall pay any and all coverage deductibles and/or self-insured retentions under any policies maintained by Licensor in connection with the Property. None of the Licensor's insurers shall have any right of subrogation or recovery against Licensee or any of Licensee's officials, agents or employees, all of which rights are hereby waived by Licensor.

h. The liability of the Licensor to indemnify, defend and save and hold harmless the Licensee shall be effectively protected by insurance to the extent insurable. However, the limits of coverage of such insurance purchased by the Licensor shall not in any way limit, reduce or restrict the Licensor's obligation under any indemnification and save and hold harmless provisions stated in this Agreement.

i. The Licensor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

7. State Standard Provisions.

a. Definitions for terms as used in this Section:

- (i) 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.
- (ii) Contract: This Agreement.
- (iii) Contractor: The Licensor.
- (iv) 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.
- (v) 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, memoranda and correspondence, kept or stored in any form.
- (vi) State: The State of Connecticut, including any office, department, board, council, commission, institution or other agency or entity of the State.

b. Indemnification:

- (1) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with 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 State 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. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (2) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other

person or entity acting under the direct control or supervision of the State.

- (3) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (4) 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 State is alleged or is found to have contributed to the acts giving rise to the claims.
- (5) 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (6) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a claim against a third party.
- (7) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

c. Audit and Inspection of Plants, Places of Business and Records:

- (1) 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.
- (2) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (3) The 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 State suspects fraud or other abuse, or

in the event of an emergency, the State is not obligated to provide any prior notice.

- (4) All audits and inspections shall be at the State's expense.
- (5) 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 Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (6) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

8. Miscellaneous.

a. At the expiration or termination of this Agreement, the Licensee may continue to utilize the Property on a month-to-month basis at the amount in effect during the previous term and subject to the same terms, conditions and covenants contained herein. Notwithstanding this provision, the Licensor shall not charge and the Licensee shall not pay an increase in the consideration unless the Licensor shall have provided the Licensee written demand of the increase at least 45 days prior to the requested effective date and such increase has been previously approved in writing by the State Properties Review Board.

b. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at: Commissioner of Administrative Services, Department of Administrative Services, State Office Building, 165 Capitol Avenue, Hartford, CT 06106

with a copy to: Department of Administrative Services, Leasing and Property Transfer Unit, State Office Building, 165 Capitol Avenue, Room G-1, Hartford, CT 06106

to the Licensor at : R.J. Enterprises Associates, LLC  
140 Porter Hill, Middlebury, CT 06762

c. This Agreement, whatever the circumstances, shall not be binding on the Licensor or Licensee unless and until approved by the Office of the Attorney General of the State of Connecticut and delivered to the Licensor.

d. This Agreement may not be modified except in writing signed by both the Licensor and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensor or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensor and the Licensee or an authorized representative of the Licensor or the Licensee, and approved by the Office of the Attorney General of the State of Connecticut.

e. The parties acknowledge and agree that nothing in this Agreement 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 Agreement. To the extent that this section conflicts with any other section, this section shall govern.

f. This Agreement shall not be recorded on the Land Records.

g. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

h. The Agreement 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 Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor.

i. The Agreement is subject to the non-discrimination provisions attached hereto as Exhibit B and made a part hereof.

j. 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

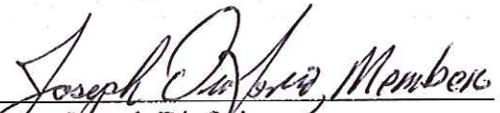
k. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without 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 Licensor 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.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

R.J. Enterprises Associates, LLC

Signed in the presence of:

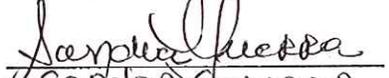
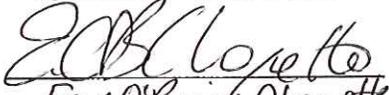
  
Mike Fitchey  
  
Kevin Nordue

By:   
Name: Joseph Diaferio  
Title: Member  
Duly Authorized

Date signed: 8-21-12

STATE OF CONNECTICUT

Signed in the presence of:

  
SANDRA GUERRA  
  
Erin O'Brien Choquette

By:   
Donald J. DeFronzo  
Its Commissioner of Administrative Services  
Duly Authorized

Date signed: 8/29/12

STATE OF FL )  
COUNTY OF Collier ) ss:

On this the 21 day of August, 2012, before me, the undersigned officer, personally appeared Joseph Diaferio, Member of R.J. Enterprises Associates, LLC, executed the foregoing Agreement as his free act and deed and the free act and deed of said limited liability company.

In witness whereof I hereunto set my hand.



*[Signature]*  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss: Hartford

On this the 21<sup>st</sup> day of August, 2012, before me, the undersigned officer, personally appeared Donald J. DeFronzo, Commissioner of the Department of Administrative Services, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

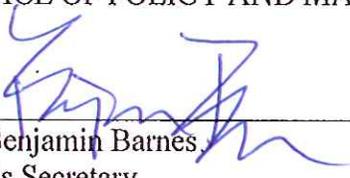
*[Signature]*  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

Accepted:

By:   
Joette Katz  
Its Commissioner

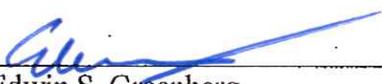
Date signed: 9/10/12

Approved:  
OFFICE OF POLICY AND MANAGEMENT:

By:   
Benjamin Barnes  
Its Secretary

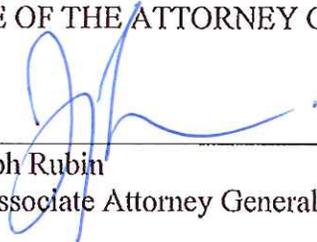
Date signed: 4/29/13

Approved:  
STATE PROPERTIES REVIEW BOARD

By:   
Edwin S. Greenberg  
Its Chairman

Date signed: 9.26.13

Approved:  
OFFICE OF THE ATTORNEY GENERAL

By:   
Joseph Rubin  
Its Associate Attorney General

Date signed: 10/8/13

Exhibit 1-A  
Schedule A-3

FOURTH PIECE -- 22 Brown Place - owned by Cosimo N. D'Occhio and Wendy L. D'Occhio

That certain piece or parcel of land, together with all the improvements thereon, and appurtenances thereto, situated in the Town of Waterbury, County of New Haven and State of Connecticut, bounded and described, now or formerly, more or less, as follows:

Being situated on the northerly side of Brown Place, sometimes called Judd Place, and being more particularly bounded and described as follows:

NORTHERLY -	57.35 feet on land now or formerly of The Waterbury Savings Bank;
EASTERLY -	97.56 feet on land now or formerly of Anne S. Nathanson;
SOUTHERLY -	57.35 feet on Brown Place; and
WESTERLY -	97.88 feet on land now or formerly of The Waterbury Savings Bank.

Together with the rights of passway over and under said Brown Place, 30 feet wide, in common with others.

Being the same premises conveyed to COSIMO N. D'OCCHIO AND WENDY L. D'OCCHIO by Xenix Real Estate Corporation in a Warranty/Survivorship Deed dated and recorded August 23, 1991 in Volume 2768, Page 320 of the Waterbury Land Records.

SUBJECT TO:

1. Building lines, if established, and zoning ordinances enacted by the Town of Waterbury and the Rules and Regulations of the Planning Commission of said Town of Waterbury and any and all provisions of any ordinances, municipal regulation, or public or private law.

2. Lease recorded October 27, 1998, Volume 3710, Page 181 modifying lease recorded April 28, 1998, Volume 3620, Page 219 of the Waterbury Land Records.

ALL OF THE FOREGOING PROPERTY is subject to Taxes on the Grand List of October 1, 2000, which taxes the Grantee herein assumes and agrees to pay.

EXHIBIT 1-A  
SCHEDULE "A"

Those two certain pieces or parcels of land, together with all the improvements thereon and appurtenances thereto, situated in the Town of Waterbury, County of New Haven and State of Connecticut, bounded and described as follows:

Being situated on the westerly side of Meadow Street, and being more particularly bounded and described as follows:

**FIRST PIECE** -- 489 Meadow Street - owned by Cosimo N. D'Occhio

NORTHERLY -	80	feet on land now or formerly of Mortimer A. O'Hara;
EASTERLY -	20	feet on Meadow Street;
SOUTHERLY -	80	feet on land now or formerly of Sophia D. Richman;
WESTERLY -	20	feet on a 20 foot passway, land now or formerly of John S. Kingsbury.

Together with party wall rights in the walls on the northerly and southerly lines and together with the right of easement and privilege of a convenient passway in common with others from the rear of said property to West Main Street.

Subject to party wall rights on the northerly and southerly property lines as conveyed by John S. Kingsbury to Charles Lamb in Volume 99, page 611, Waterbury Land Records.

**SECOND PIECE** -- 487 Meadow Street - owned by Cosimo N. D'Occhio

NORTHERLY -	126.62	feet on land now or formerly of B.P. Merriman Passway, land now or formerly of Charles G. Belden;
EASTERLY -	25.97	feet on Meadow Street;
SOUTHERLY -	129.02	feet on land now or formerly of H.J. Smith Land & Development Co.; and
WESTERLY -	19.01	feet on land of H.J. Smith Land & Development Co.

Together with right of way of William S. Atta in the north wall on said premises and right of passway leading from the highway to the rear of said lot. See also Volume 103, Page 622 of the Waterbury Land Records.

Being the same premises conveyed to COSIMO N. D'OCCHIO by George Cohen in a Warranty Deed dated September 8, 1976 and recorded September 9, 1976 in Volume 1239, Page 234 of the Waterbury Land Records.

**SUBJECT TO:**

1. Party Wall Agreement - Margaret T. O'Hara and Charles G. Belden dated November 19, 1920, recorded November 22, 1920, Volume 322, Page 131, Waterbury Land Records.

2. Building lines, if established, and zoning ordinances enacted by the Town of Waterbury and the Rules and Regulations of the Planning Commission of said Town of Waterbury and any and all provisions of any ordinances, municipal regulation, or public or private law.

EXHIBIT 1-A  
Schedule A-2

THIRD PIECE --481 Meadow Street - owned by Cosimo N. D'Occhio and Wendy L. D'Occhio

That certain piece of land, together with all the improvements thereon, on the northwest corner of Meadow Street and Judd Place, known as 481 Meadow Street, situated in the Town of Waterbury, County of New Haven and State of Connecticut, bounded described as follows:

Commencing at the intersection of the westerly line of Meadow Street, with the northerly line of Judd Place, thence running westerly in the northerly line of Judd Place 183 feet, more or less, to land of Xenix Real Estate Corporation; thence running northerly in the easterly line of said Xenix Real Estate Corporation 96 feet, more or less, to land now or formerly of Dennis E. Carroll; thence running easterly in the southerly line of said Carroll 12 feet, more or less, thence running northerly along the land of said Carroll 11.63 feet, more or less; thence running easterly along the land of said Carroll 30 feet to the westerly line of the land now or formerly of George A. Upham; thence running southerly to the westerly line of said Upham 19 feet, more or less, to said Upham's southwest corner; thence running easterly along the southerly line of said Upham 52 feet, more or less, and continuing easterly in said line 76.5 feet, more or less, to Meadow Street; thence running southerly along the westerly line of Meadow Street 98 feet to the place of beginning.

Together with such right of passway from Meadow Street through and over Judd Place, so-called, thirty feet wide, as is appurtenant to said premises; as set forth in Quit Claim Dèed from Lewis S. Reed and Lawrence L. Lewis in Volume 482, Page 78 of the Waterbury Land Records.

Being the same premises conveyed to Cosimo N. D'Occhio and Wendy L. D'Occhio by Ajit Kaur in a Warranty/Survivorship Deed dated September 20, 1990, recorded September 21, 1990 in Volume 2659, Page 308 of the Waterbury Land Records.

SUBJECT TO:

1. Building lines, if established, and any and all provisions of any building zone ordinance and planning ordinance enacted by the Town of Waterbury and any and all provisions of any ordinance, municipal regulation or public or private law.
2. Lease recorded October 27, 1998, Volume 3710, Page 181, modifying lease recorded April 28, 1998, Volume 3620, Page 219 of the Waterbury Land Records.

## EXHIBIT B

### NON-DISCRIMINATION PROVISIONS

For the purposes of these nondiscrimination provisions, "Contract" refers to this Agreement and "Contractor" refers to the Licensor.

(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, 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.

## EXHIBIT C

### 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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

## **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.