

**SECOND AMENDMENT TO LICENSE AGREEMENT  
BETWEEN  
THE STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
AND  
THE TOWN OF WILTON**

This Second Amendment (the "2nd Amendment"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the State of Connecticut, Department of Emergency Services and Public Protection (hereinafter referred to as the "DESPP"), with its principal place of business at 1111 Country Club Road, Middletown, CT, acting by and through James C. Rovella, its Commissioner, duly authorized, in accordance with Connecticut General Statutes Section 4-8, and the Town of Wilton (hereinafter referred to as "WILTON" or the "CONTRACTOR"), acting by and through Lynne A. Vanderslice, its First Selectwoman, duly authorized, and is made for the purpose of amending that certain License Agreement entered into between the State of Connecticut, Department of Public Safety Division of State Police (n.k.a. the Department of Emergency Services and Public Protection) and the Town of Wilton, executed on November 29, 1999, as amended by that certain First Amendment to License Agreement dated May 20, 2021 (hereinafter, collectively the "CONTRACT") for the telecommunications facility located at 46 Fenwood Lane, Wilton, Connecticut.

WHEREAS the Department of Administrative Services delegated its authority to DESPP to enter into license agreements with telecommunication providers for the placement of emergency telecommunications and radio equipment on towers owned by the telecommunications providers, and also execute the license agreements for the placement of telecommunications and radio equipment on towers under DESPP's care and control to telecommunications providers and statewide partners., pursuant to Conn. Gen. Stat. Section 4a-52a(e) and Section 4d-8, and in its July 3, 2017 Letter to Commissioner Schriro; and

WHEREAS, DESPP and WILTON, in their mutual interest, wish to amend the License Agreement as set forth below accordingly; and

WHEREAS WILTON has an interest in expanding and improving its network throughout the State of Connecticut; and

WHEREAS DESPP and WILTON wish to utilize the sharing of telecommunications sites as a means to improve their individual communications networks throughout the State of Connecticut and thus prevent the proliferation of telecommunications towers throughout the State; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, DESPP and WILTON hereby agree as follows:

**I. Definitions**

Unless expressly provided within a specific provision of this CONTRACT, the following definitions shall apply:

- a. 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.
- b. Contract: This agreement, as of its effective date, between or among the Parties.
- c. 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.
- d. Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation

and as set forth in this CONTRACT.

- e. Goods or Services: Goods, Services, or both, as specified in the Solicitation and set forth in this CONTRACT.
- f. Perform: For purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in this Contract are referred to as “Perform,” “Performance” and other capitalized variations of the term.
- g. 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.
- h. Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- i. Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services “DAS”, even if the Agency has statutes, regulations and procedures which overlap DAS’s. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS’s, the Agency’s shall control over those of DAS’s. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.
- j. State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.

## **II. Terms and Conditions**

This CONTRACT is also subject to the terms and conditions of Exhibit I, which is attached hereto and incorporated into and made part of this CONTRACT.

## **III. As to WILTON 46 Fenwood Lane, Wilton, Connecticut:**

Attachment A, Attachment B, and Attachment C of the License Agreement, dated November 29, 1999, are hereby deleted in their entirety and replaced with Revised Attachment A, Revised Attachment B, and Revised Attachment C which are attached hereto and by this reference incorporated herein. DESPP’s and WILTON’s execution of this 2<sup>nd</sup> Amendment signifies the approval of Revised Attachment A, Revised Attachment B, and Revised Attachment C.

## **IV. Section 2 of the License Agreement, executed on November 29, 1999, regarding the Tower shall be deleted in its entirety and replaced with the following.**

DESPP agrees to allow WILTON to install, operate, maintain, and repair its communications systems described in Revised Attachment A and Revised Attachment B to this CONTRACT on the above referenced tower at WILTON’s expense. Prior to installation on DESPP tower at 46 Fenwood Lane, Wilton, Connecticut, WILTON agrees to perform a structural analysis on this site in accordance with DESPP specifications and instructions described in Attachment D and provide a report satisfactory to DESPP. If necessary to accommodate its equipment, WILTON agrees to design structural modifications to this tower, including the consolidation and/or movement and realignment of antennas in accordance with DESPP specifications. Said structural analysis, structural modifications and movement/realignment of antennas shall be at WILTON’s expense. Antenna installation at this site shall be in accordance with heights depicted

in the tower elevation drawing attached as Revised Attachment A.

V. Section 7 of the License Agreement, executed on November 29, 1999, regarding Interference shall be deleted in its entirety and replaced with the following.

a. WILTON agrees that its communications equipment shall not cause interference to any current user or current or future DESPP communications equipment at the telecommunications site referenced above. Should any such interference result, WILTON shall immediately work with the user affected to promptly resolve the interference to the mutual satisfaction of the parties at its expense. Should any interference caused by WILTON to any current or future DESPP communications equipment be immediately unresolvable, WILTON shall cease operation of said communications equipment, except for testing purposes until said interference is eliminated to the satisfaction of DESPP. In the event any interference issues remain unresolved to the reasonable satisfaction of DESPP or WILTON within sixty (60) days of notice as provided herein either party shall have the right to terminate this CONTRACT, subject to the terms of Exhibit I, and neither party shall have further obligations with respect to this site.

b. Prior to the commencement of any initial or subsequent installation at this DESPP equipment room by or for the benefit of WILTON and/or the modification of WILTON's permitted frequencies propagated from the licensed space, DESPP may cause to perform a shared site interference study ("SSIS") and WILTON shall be responsible for all expenses incurred for the required SSIS. In the event a SSIS is performed after the execution of an amendment to the CONTRACT by DESPP but prior to the installation of the WILTON's communications equipment, and such SSIS indicates that the proposed installation of WILTON's communications equipment on the tower is acceptable, such an indication in no way relieves WILTON of its obligations as they relate to interference under this CONTRACT, or under applicable Federal Communications Commission Rules and Regulations and other Applicable Law, which Applicable Law includes but shall not be limited to all applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a licensed space or affecting the rights and obligations of DESPP or WILTON under this CONTRACT, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

VI. Section 9 of the License Agreement, executed on November 29, 1999, regarding Access to Sites shall be deleted in its entirety and replaced with the following.

WILTON, its agents, servants, and employees shall have the privilege of entering the above referenced telecommunications site twenty-four (24) hours per day, seven (7) days per week for purposes of installing, maintaining, and repairing its communications equipment. The site shall be considered "restricted", and WILTON shall not provide or permit access to this site referenced herein for person(s) except as such person(s) is/are acting as agents for WILTON in the performance of their official duties, as such duties relate directly to said telecommunications site. Before any work on the tower is to be performed, no later than forty-eight (48) hours before arrival at telecommunications site, WILTON must call DESPP's Network Control Center (NCC) at (860) 685-8008 and provide the intent of the visit and the name, company, and title of the individual(s) who will be at the telecommunications site to work on WILTON equipment on the site. Requests for immediate access due to site being off-air, high temperature alarm, or other emergencies will be responded to by DESPP in an expeditious manner.

VII. Section 14 of the License Agreement, executed on November 29, 1999, shall be deleted in its entirety and replaced with the following.

WILTON shall use due care to avoid damage to the facilities and equipment at DESPP's SITE. WILTON shall immediately report to DESPP any such damage and shall reimburse DESPP for any expense incurred in the making of repairs, but only to the extent of the damages caused by WILTON, its employees and

agents. WILTON hereby agrees to indemnify DESPP from any and all claims and/or liability arising from acts, omission, or negligence of WILTON, their agents, officers, and employees in the operation of the herein licensed premises.

- VIII.** Section 15 and Section 16 of the License Agreement, executed on November 29, 1999, shall be deleted in its entirety and replaced with the Indemnification Section in Exhibit I, attached hereto.
- IX.** Section 17 of the License Agreement, executed on November 29, 1999, regarding non-discrimination shall be deleted in its entirety and replaced with the Nondiscrimination Section in Exhibit I, attached hereto.
- X.** Section 18 of the License Agreement, executed on November 29, 1999, regarding termination shall be deleted in its entirety and replaced with the Termination Section in Exhibit I, attached hereto.
- XI.** In the event of any inconsistencies between the CONTRACT and this 2nd Amendment, the terms of this 2nd Amendment shall take precedence.
- XII.** Except as expressly set forth in this 2nd Amendment, the CONTRACT otherwise is unmodified, remains in full force and effect and is incorporated and restated herein as if fully set forth at length. Each reference in the CONTRACT to itself shall be deemed also to refer to this 2nd Amendment.

-- The remainder of this page is intentionally left blank --

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Second Amendment as of the dates set forth below.

State of Connecticut Department of Emergency Services and Public Protection

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: James C. Rovella, Commissioner

State of Connecticut) ss: Hartford \_\_\_\_\_, 2023  
County of Hartford)

Personally appeared James C. Rovella, Commissioner of the Department of Emergency Services and Public Protection, duly authorized signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, and the free act and deed of the Department of Emergency Services and Public Protection, before me.

\_\_\_\_\_  
Notary Public or Commissioner of the Superior Court  
My Commission Expires: \_\_\_\_\_

The Town of Wilton

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Lynne A. Vanderslice, First Selectwoman

State of Connecticut) ss: Wilton \_\_\_\_\_, 2023  
County of Fairfield)

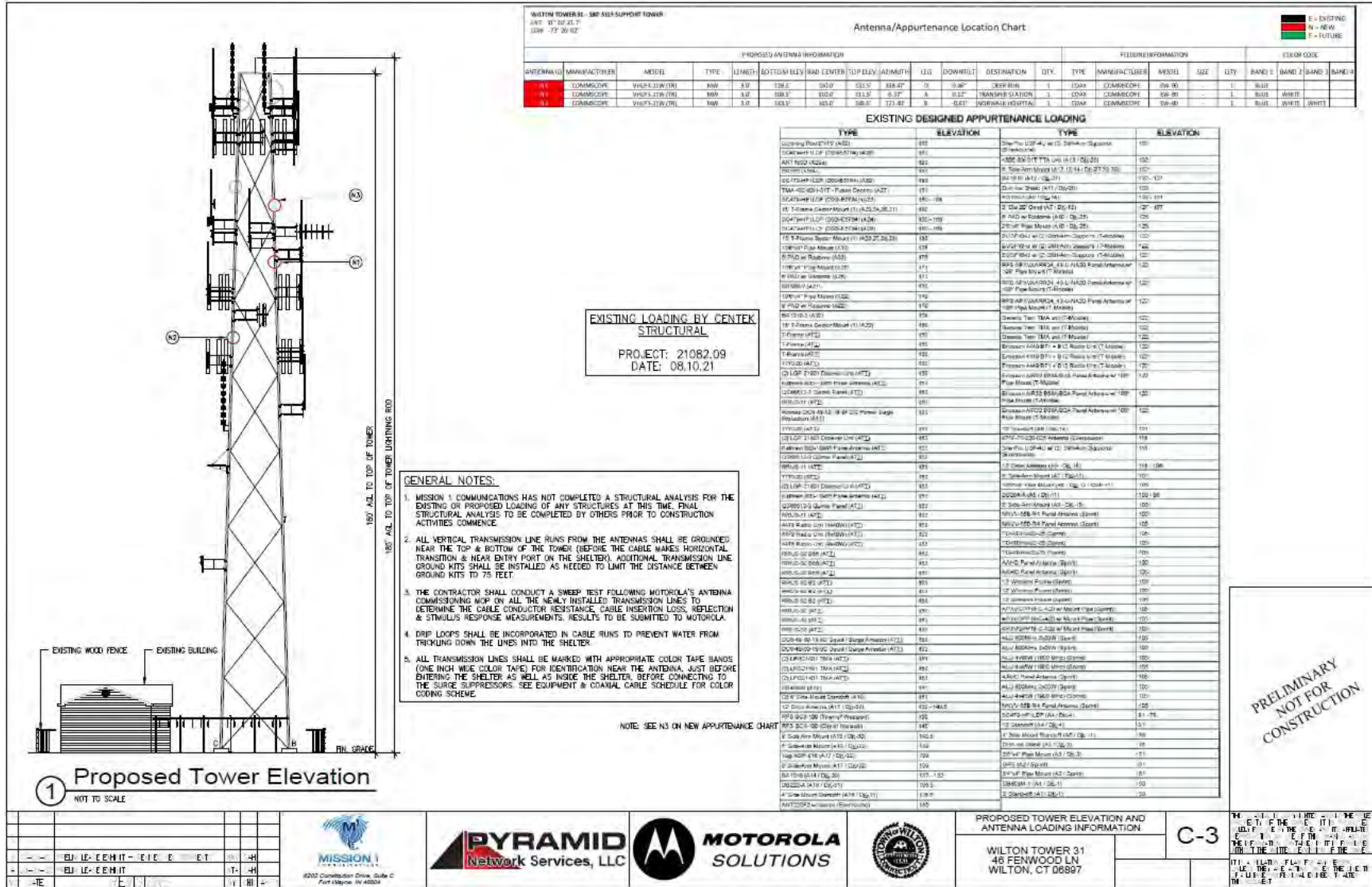
Personally appeared Lynne A. Vanderslice, its First Selectwoman, duly authorized signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed, and the free act and deed of the Town of Wilton, before me.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to Form:  
William Tong, Attorney General

# Revised Attachment A – Tower Elevation and Antenna Locations

Preliminary lease exhibit, revised 10/5/2022, by Pyramid Network Services



DESPP initials: MEG

WILTON initials: \_\_\_\_\_

## Revised Attachment B – Antenna Schedule

Preliminary lease exhibit, revised 10/5/2022, by Pyramid Network Services

WILTON TOWER 31 - 387 SELF SUPPORT TOWER LAT: 41° 10' 21.3" LON: -73° 25' 02"													Antenna/Appurtenance Location Chart					<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 15px; height: 10px; background-color: black; margin-right: 5px;"></div> E = EXISTING  <div style="width: 15px; height: 10px; background-color: red; margin-right: 5px;"></div> N = NEW  <div style="width: 15px; height: 10px; background-color: green; margin-right: 5px;"></div> F = FUTURE                 </div>				
PROPOSED ANTENNA INFORMATION												FEEDLINE INFORMATION					COLOR CODE					
ANTENNA ID	MANUFACTURER	MODEL	TYPE	LENGTH	BOTTOM ELEV	RAD. CENTER	TOP ELEV.	AZIMUTH	LEG	DOWNTILT	DESTINATION	QTY.	TYPE	MANUFACTURER	MODEL	SIZE	QTY.	BAND 1	BAND 2	BAND 3	BAND 4	
N1	COMMSCOPE	VHLP3-11W (TR)	NW	3.0'	128.5'	130.0'	131.5'	338.47°	D	0.46°	DEER RUN	1	COAX	COMMSCOPE	EW-90	-	1	BLUE				
N2	COMMSCOPE	VHLP3-11W (TR)	NW	3.0'	108.5'	110.0'	111.5'	6.37°	A	0.32°	TRANSFER STATION	1	COAX	COMMSCOPE	EW-90	-	1	BLUE	WHITE			
N3	COMMSCOPE	VHLP3-11W (TR)	NW	3.0'	143.5'	145.0'	146.5'	171.80°	B	-0.61°	NORWALK HOSPITAL	1	COAX	COMMSCOPE	EW-90	-	1	BLUE	WHITE	WHITE		

DESPP initials: MEG

WILTON initials: \_\_\_\_\_

# Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 1 OF 7

## 1. PURPOSE

To provide for a policy of common quality in site installation and maintenance, it is necessary that there be a written definition of those things which affect both the technical performance of the site and its appearance. These standards are to be in effect for each and every licensor or licensee having equipment in, on or about the site where the right to occupy is granted by the license to which this document is an attachment.

It is not the intent of this document to set standards of excellence or other requirements that would make the use of the site costly or arduous, but to ensure a well-defined mutually protecting level of installation and maintenance. A clear understanding of how equipment is to be installed and maintained by all licensors and licensees reduces the probability of impaired site performance due to a sub-standard installation.

Any and all proposed work shall be forwarded to the DESPP for review. Details of the intended work shall be presented with State of Connecticut Professional Engineer approved engineered drawings. Upon written approval by the DESPP, Licensee will be required to submit to the DESPP a list of all contractors Licensee intends to employ to do the work and the contractors must have been authorized to do business under the laws of the State of Connecticut. The DESPP will have final rights of approval for the engineering drawings and site contractors.

## 2. STATE AND NATIONAL STANDARDS

All installations must, at a minimum, be in conformance with the most current release of the following State and National codes:

### American National Standards Institute:

ANSI/EIA-222                      Structural Standards For Steel Antenna Towers And Antenna Supporting Structures

### Federal Aviation Administration Regulations:

Title 14, Chapter I, Part 77      Safe, Efficient Use And Preservation Of The Navigable Airspace

Advisory Circular                Obstruction Marking And Lighting  
AC 70/7460-1L

Advisory Circular                Specification for Obstruction Lighting Equipment  
AC 150/5345-43,  
FAA/DOD Specifications L-856

### Federal Communications Commission Rules and Regulations:

Code of Federal                    Chapter I - FEDERAL COMMUNICATIONS COMMISSION  
Construction, Marking and      Subchapter A – GENERAL; Part 17 - CONSTRUCTION, MARKING, AND  
Regulations Title 47              LIGHTING OF ANTENNA STRUCTURES

National Fire Protection Association 70, National Electrical Code (NEC)  
International Building Code

### Occupational Safety and Health Administration:

Safety and Health Standards    (29 CFR 1910) General Industry Subpart R Special Industries  
1910.268 Telecommunications

State Building Code

DESPP initials: MEG

WILTON initials: \_\_\_\_\_



## Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 2 OF 7

### 3. TOWER

This section deals with items which are to be mounted on, attached to or otherwise affixed to the tower.

#### 3.1 ANTENNAS

##### 3.1.1 MOUNTS

All antennas shall be mounted to the tower with standard commercial hardware manufactured for this purpose. The mounting hardware in all components shall meet the requirements of the latest TIA/EIA Standard.

##### 3.1.2 LOCATION

Antennas shall be mounted only at the heights, azimuths, with the standoffs and in the positions shown in the License Agreement to which this document is an attachment.

##### 3.1.2.1 REPOSITIONING

Site users shall not relocate antennas from the positions shown in the licensing agreement nor install antennas additional to the agreement without the written approval of the licensor and the informing of all licensees. Under the "last man on" standard, the site user installing the "new" or "relocation" requires that a structural analysis be performed with all previously approved equipment on tower to ensure that there is no loss of tower capacity. The analysis shall be done at the expense of the site user desiring to install and/or move the antennas.

##### 3.1.3 ADDITIONAL

It shall be the responsibility of the site user desiring to install any antenna or other device beyond those listed in the site licensing agreement to have done the structural analysis necessary to ensure that the "new" antenna does not exceed the capacity of the tower to bear. Under the "last man on" standard, the site user installing the "new" equipment shall be responsible for ensuring that it causes no interference problems and/or taking remedial action as to correct any problems caused by the "new" equipment. The DESPP, as a primary tower user, shall be exempt from any requirement to resolve interference at DESPP sites.

##### 3.1.4 GROUNDING

The body of all antennas shall be bonded to the tower per Motorola Quality Standard R56.

#### 3.2 COMPONENTS AND DEVICES

All components and devices attached to the tower, amplifiers, filters etcetera, shall be attached with standard commercial hardware manufactured for the purpose. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

#### 3.3 CLIMBING BOLTS AND LADDERS

All attachments made to the tower shall be made in such a manner as to not cause any restriction or present a safety hazard to any climbing ladders, leg step bolts or safety cables provided.

#### 4.0 CABLE AND WAVEGUIDE

To reduce the probability of physical or lightning damage to antennas, cable and waveguide and equipment, the requirements for methods of attachment, routing and grounding are specific for the tower, bridge and shelter interior and are described in the following paragraphs. Only hardline will be acceptable.

## Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 3 OF 7

### 4.1 EXTERIOR

This section will consider the horizontal routing of cable and waveguide via a bridge from the shelter to the tower and the vertical routing on the tower.

#### 4.1 .1 BRIDGE

No antennas are to be mounted on the bridge. A bridge with ice shield is provided between the shelter and the tower. Brackets are provided on this bridge for the support and routing of the cable and waveguide. In accordance with the manufacturer's recommendations for the spacing of supports on horizontal runs for the particular type of cable or waveguide, the cable or waveguide shall be secured to the brackets on the bridge using clamps and hardware specifically manufactured for that purpose. In lieu of a particular and specific recommendation from the manufacturer of the cable or waveguide, the recommendations of the latest version of Commscope Catalog for similar type cable or waveguide shall be considered to be the minimum acceptable standard. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to another agency or user. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

#### 4.1 .2 TOWER

##### 4.1 .2.1 LADDER

A ladder is provided for the vertical routing of cable and waveguide. From the horizontal to vertical transition at the point where the bridge meets the tower to the point at which the cable or waveguide must leave the bridge to route to the antenna, all cable and waveguide is to be attached to the ladder in accordance with the recommendations of the manufacturer of the cable or waveguide. In lieu of a particular and specific recommendation from the manufacturer of the cable or waveguide, the recommendations of the latest version of Commscope Catalog for similar type cable or waveguide shall be considered to be the minimum acceptable standard. No cable or waveguide run shall be clamped, tied or in any way affixed to a run belonging to another agency or user. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

##### 4.1 .2.2 DISTRIBUTION RUNS

Cable or waveguide runs, from the ladder to the point at which they mate to the antenna, shall be routed along tower members in a manner producing a neat and professional site appearance. They shall be specifically routed so as to not impede in any fashion the safe use of the tower leg climbing bolts nor to restrict the access of other tower users. Distribution runs shall be clamped to the tower in accordance with the recommendations of the manufacturer of the cable or waveguide. In lieu of a particular and specific recommendation from the manufacturer of the cable or waveguide, the recommendations of the latest version of Commscope Catalog for similar type cable or waveguide shall be considered to be the minimum acceptable standard. No cable or waveguide run shall be clamped, tied or in anyway affixed to a run belonging to another agency or user. The use of tape, wire wrap, plastic ties, and similar material is not acceptable.

#### 4.1 .3 LENGTHS

Cable and waveguide runs shall not be excessive to the requirement. No coiled lengths shall be permitted on the tower, bridge or on the ground. The cable length of the finished run shall provide for normal maintenance and operation only.

#### 4.1 .4 ENTRY

Entry of the cable or waveguide, to the interior of the shelter, shall be via ports provided in the shelter wall. Cable or waveguide entering a port shall be provided with a boot to seal the port; the boot shall be a commercial product made specifically for the type of cable or waveguide and for the diameter of the entry port. It shall be installed in accordance with the instructions of the manufacturer and shall seal the port against the intrusion of moisture.

## Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 4 OF 7

### 4.2 INTERIOR

As there may be more than one site user within a shelter area it is necessary that the routing of cable or waveguide provide for the needs of all occupants.

#### 4.2.1 ROUTING

Trays are provided within the shelter for the routing of cable and waveguide to the various equipment racks and termination points. All cable and waveguide shall be placed and secured to the cable tray where possible. Where bend radii or other conditions do not permit the cable or waveguide to be tightly bound to the tray, it shall be placed and secured in a neat and professional manner, making full allowance for the needs of the other site users. Cable or waveguide that cannot be bound to the tray shall be provided with standoffs and clamps to prevent its being a free moving hazard.

#### 4.2.2 LENGTHS

Cable and waveguide runs in the shelter shall not have a length in excess of the requirement. While adequate slack for purposes of maintenance and operation is permitted, no coiled lengths on the tray or elsewhere in the shelter are permitted. In closed equipment racks the site user may dispose of excess lengths as desired, but it shall not protrude from the rack nor detract from the professional appearance of the site.

### 4.3 GROUNDING

Cable and waveguide shall be grounded as a minimum at three specific points, and for vertical runs in excess of 200 feet at intermediate points per Motorola Quality Standard R56.

#### 4.3.1 ANTENNA

All cable and waveguide shall be grounded to the tower at the point where the run effectively breaks from the tower for its connection to the antenna, using clamps and hardware specifically manufactured for that purpose.

#### 4.3.2 BRIDGE TRANSITION

On the vertical portion of the cable or waveguide run, just above where it starts to make its transition from a vertical tower to a horizontal bridge run, all cable and waveguide shall be grounded to the tower ground bar using clamps and hardware specifically manufactured for that purpose.

#### 4.3.3 SHELTER ENTRY

On the exterior of each shelter at a point near the entry ports, a grounding plate has been provided for terminating ground leads brought from the cable and waveguide. Each cable and waveguide run shall be grounded at this point using clamps and hardware specifically manufactured for that purpose.

#### 4.3.4 INTERMEDIATE POINTS

On cable and waveguide installations where the vertical tower length exceeds 200 feet, the run shall be grounded at equally spaced intermediate points along the length of the run so as to not have a distance to a grounding point longer than 100 feet per Motorola Quality Standard R56.

#### 4.3.5 GROUNDING POINTS

Cable and waveguide grounding leads shall connect to a separate point for each run; leads shall not be grouped to the common ground point per Motorola Quality Standard R56.

#### 4.3.6 GROUNDING LEADS

Grounding straps shall be kept to a minimum length and as near as possible to vertical down lead and shall be consistent with the restraints of protective dress and access per Motorola Quality Standard R56.

## Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 5 OF 7

### 5.0 SHELTER

Floor and wall space within the shelter has been established using information received from the various site users. While some measure of expansion has been provided, any user desiring to increase its use of floor space and/or rack space within the shelter must obtain written approval from the licensor.

For the protection of the interest of all current and future site users, all equipment layout should be done with the intent of 'Economy Of Space'.

### 5.1 FLOOR SPACE

The floor plans for shelter layout are part of the licensing agreement and must be adhered to by each site user. Variance from the floor plan must have the prior written approval of the licensor.

### 5.2 WALL SPACE

No provision has been made for the mounting, or otherwise affixing, of user equipment to the walls of the multiple users spaces of the shelter. Any use of the wall space for the temporary or permanent installation of any equipment or device shall require the prior written approval of the licensor as to type of equipment, space to be used and method of attachment.

### 5.3 RACKS

All racks and equipment are to be plumb and true with the walls and floor of the shelter and reflect an installation consistent with the electrical and operational requirements of the equipment and the appearance standards of a professional installation. Racks are to be bolted to the floor and aligned on the center line as in the site drawing provided by the licensor. Racks are not to be attached to the cable trays.

### 5.4 INTERCONNECTION CABLES

All communications and interconnection cabling between equipment and/or distribution frames, (microwave, PSTN, or other demarcation points) shall be placed in provided cable trays and secured to the tray in a neat, orderly and professional manner.

### 6.0 ELECTRICAL

The electrical supply and distribution system has been designed on data supplied by the individual site users. All equipment shall be 120 VAC @ 15 AMPS maximum, except with prior written approval of the licensor.

### 6.1 SIZING

The breaker panels and breakers have been sized to provide for the loads as defined in the data obtained from the site users and contained as an attachment to the site licensing agreement for each site user. Changes in loads, either in current draw or phase distribution of the load, shall be made only with the prior written approval of the site licensor.

#### 6.1 .1 TEMPORARY LOADS

Test equipment, soldering irons or other equipment serving a test or repair function may be connected to one of the service outlets; providing that the total load connected to any single dual receptacle does not exceed 15 AMPS.

Equipment to be in place for more than 7 days will require prior written approval of the licensor.

The above paragraph applies only to site users obtaining power from the DESPP provided distribution system.

### 6.2 DISTRIBUTION

Within DESPP provided or controlled spaces wiring from the distribution breaker panel is provided to the rack location and terminated at the cable tray with a twist lock receptacle. From this point each agency may select how to distribute to its equipment or rack.

## Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 6 OF 7

### 6.3 GROUNDING

In each room a halo grounding system is provided for access to the site grounding system. Each rack shall have a properly sized, ground lead from the rack safety and signal grounds the closest point of the halo ground system. Each rack shall be separately grounded per Motorola Quality Standard R56.

### 6.4 BATTERY SYSTEMS

Installation of equipment utilizing battery systems shall be made only with the prior written approval of the site licensor and be included in the licensee's agreement, batteries shall only be installed in cases and racks approved by the licensor. Any battery system installation in a DESPP controlled space that has not been previously equipped with an approved eyewash station shall include such eyewash station as part of the installation. The eyewash station shall be self-contained, gravity flow, wall hung, with a sixteen (16) gallon capacity. The station shall meet ANSI z358.1 requirements for refillable personal eyewash units. The maintenance and current date code of the supplied eyewash station is the responsibility of the licensee.

### 7.0 HEATING, VENTILATING AND AIR CONDITIONING

A controlled environment is provided for the equipment spaces by a redundant air conditioning system; this system has been sized to provide for the heat loads obtained from the equipment lists provided by the various site users. Additional equipment or equipment having a greater heat dissipation requirement than that specified in the licensing agreement cannot be installed without the prior written approval of the licensor.

### 7.1 SYSTEM INTEGRITY

Opening of the shelter to the effects of outside air flow can have a negative effect on the ability of the system to maintain temperature and humidity; every effort should be made to reduce the amount of time that doors or other wall entries are kept open.

### 7.2 DOORS

Except when actually moving equipment in or out, the shelter doors shall not be latched or otherwise held or kept open.

### 8.0 SITE APPEARANCE

Services to maintain the appearance and integrity of the site will be provided by the licensor and will include scheduled cleaning of the shelter interiors; this does not include janitorial services for the licensees, and each site licensee is expected and required to remove from the site all trash, dirt and other materials brought into the shelter, or onto the site during their installation and maintenance efforts.

### 8.1 STORAGE

Within DESPP provided or controlled spaces no parts or material may be stored on site by licensees.

### 9.0 DAMAGE

Damage to any item of the site facility or structure or to a component or equipment of a site licensee or licensor whether caused or detected by installation, maintenance or other activities shall be reported to the licensor immediately.

### 10. SITE ACCESS

#### 10.1 ACCESS CONTROL

To ensure that only authorized personnel are accessing the site, licensees shall be required to, inform the licensor and Network Control Center (NCC) of personnel and/or maintenance organizations they are requesting authorization to enter the site as the licensee's agent.

## Revised Attachment C – Site Installation and Appearance Standards

9/30/2021

SITE INSTALLATION AND APPEARANCE STANDARDS

PAGE: 7 OF 7

### 10.2 REPORTING ON SITE

To ensure that only authorized personnel are on site, an orderwire system is installed in each room to allow communications with the Network Control Center (NCC)). Personnel on site shall be required to communicate with the network control center and report their arrival on site, identity, purpose, expected and actual departure times.

### 10.3 IDENTIFICATION

Each user shall post a current license on all equipment. Licenses shall also post the name and 24-hour phone number and agency contact in case of an emergency.

**-- The remainder of this page is intentionally left blank --**

## **Attachment D – Structural Analysis Specifications and Instructions**

Said stress analysis shall be conducted in accordance with the following criteria: the tower shall meet the requirements of the most current release of following State codes applicable to American National Standards Institute/Telecommunications Industry Association/Electronic Industries Association - Standard #222 (the “ANSI/TIA/EIA Standards”) of Structure Class ”3” – (Essential Communications) with simultaneous ninety (90) mile per hour wind and one-half (1/2) inch of solid radial ice covering the entire tower and all appurtenances to, or planned to be attached to, the tower with no de-rating for wind, a Safety Factor against overturning of no less than two (2) and Deflection Limit shall be zero-point-seven-five (0.75) degrees, maximum. Said stress analyses shall be done at WILTON’s expense. If such stress analysis indicates that the tower requires reinforcement prior to installation of WILTON’s antenna equipment in order to meet the ANSI/TIA/EIA Standards and this Attachment then, prior to such installation, WILTON shall perform such necessary structurally engineered reinforcement of the tower.

Rev. 11/04/22 (\$50,000 and over No HIPAA; Non-IT; Non-POS)

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION  
TERMS AND CONDITIONS  
EXHIBIT I**

**AUDIT CLAUSE.**

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

**WHISTLEBLOWING.**

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

**DISCLOSURE OF RECORDS.** (If value of contract exceeds \$2.5 million)

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**ACCESS TO CONTRACT AND STATE DATA**

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



**FORUM AND CHOICE OF LAW.**

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

**TERMINATION.**

- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove

from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

- f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

### **TANGIBLE PERSONAL PROPERTY.**

- a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - 1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - 3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - 4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and;
  - 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority,

such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

### **CALL CENTER AND CUSTOMER SERVICE WORK.**

Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

### **INDEMNIFICATION.**

- a. 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 uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. The Contractor shall not be responsible for indemnifying or holding the 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.
- c. 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.
- d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general and/or professional 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 Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**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.

**SUMMARY OF STATE ETHICS LAWS.**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

**AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.**

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b. The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. 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.
- d. All audits and inspections shall be at the State's expense.
- e. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this 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.
- f. 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.

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

**CAMPAIGN CONTRIBUTION RESTRICTION.**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes 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 represents that they have received 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.

**PROTECTION OF CONFIDENTIAL INFORMATION.**

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  3. A process for reviewing policies and security measures at least annually;
  4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

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

The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

*"Confidential Information"* shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

*"Confidential Information Breach"* shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

## **EXECUTIVE ORDERS AND OTHER ENACTMENTS**

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- b. 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 this Contract as if they had been fully set forth in it.

- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Daniel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

### **NONDISCRIMINATION.**

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

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" include any extension or modification of the Contract or contract;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor or supplier of materials fifty- one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public 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.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

**IRAN ENERGY INVESTMENT CERTIFICATION.**

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and

Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**LARGE STATE CONTRACT REPRESENTATION FOR OFFICAL OR EMPLOYEE OF STATE AGENCY.**

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**CONSULTING AGREEMENTS REPRESENTATIONS.**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission,

authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: \_

Description of Services Provided:

Is the consultant a former State employee or former public official?      YES      NO

If YES:

Name of Former State Agency -

Termination Date of Employment -

**PLEASE NOTE: The consulting agreement sworn statement is no longer required by statute. As such, there is no longer any need to obtain a separate, notarized signature from the person signing the contract on behalf of the contractor. (PA 22-40 revising CGS 4a-81)**