

# The Connecticut General Assembly

## Joint Committee on Legislative Management

Donald E. Williams, Jr.  
*Senate President Pro Tempore*

Martin M. Looney, *Senate Majority Leader*  
John McKinney, *Senate Minority Leader*

*D'Ann Mazzocca, Ph.D.*  
*Executive Director*



Christopher G. Donovan  
*Speaker of the House*

Denise W. Merrill, *House Majority Leader*  
Lawrence F. Cafero, Jr., *House Republican Leader*

DATE: 1/5/11

TO: All Respondents of Record

FROM: Liz Ferruggiaro

RE: Responses to Questions and Clarifications  
**Senate Republican Office 2011 Districtwide Newsletters  
Printing & Delivery**

---

The following Request for Proposal (RFP) clarifications are provided to those who have received the Connecticut General Assembly's RFP for the **Senate Republican Office 2011 Districtwide Newsletters Printing and Delivery**.

Please note that the deadline for receipt of all responses is **12:00 p.m. (Noon) on January 21, 2011** in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

## JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

### QUESTIONS AND ANSWERS

1. Is there a listing of what is to be submitted with the responses?

Sections two and three of the request for proposal include a list of required elements that **shall be included** in all responses. **Any response not including these elements is subject to disqualification.**

2. Shall responses include the gift affidavit and the campaign contribution form?

**Yes. Please note that proposals will not be considered without a completed gift affidavit and the campaign contribution form.**

3. Has this project been reserved for participation by set-aside responders certified as such by CT Department of Administrative Services (DAS)?

**No.**

4. Is a bid bond required to be submitted with the proposal?

**No.**

5. Can you please clarify any special instructions regarding the completion of the Attachment documents to this Request for Proposal?

#### **The Evaluation Form (Attachment A)**

**This document does not need to be completed and included in this proposal and is for informational purposes only to provide the criteria on which the proposals will be evaluated.**

#### **Corporate Resolution and Proof of Authorization Form (Attachment B)**

**This document shall be completed and included in the proposal. This form shall be signed by the individual who is authorized to sign and enter into contracts on behalf of the proposer, notified and affixed with the corporate seal (if available).**

#### **Certification Form (Attachment C)**

**This Form shall be signed by the same individual who signed the Corporate Resolution and Proof of Authorization Form. This form is not required to be notarized.**

#### **Proposal Pricing Page (Attachment D)**

**This Form shall be signed by the same individual who signed the Corporate Resolution and Proof of Authorization Form. This form is not required to be notarized.**

#### **Gift and Campaign Certification (Attachment E)**

**This Form shall be signed by the same individual who signed the Corporate Resolution and Proof of Authorization Form. This form shall be notarized.**

**Nondiscrimination Certification (Attachment F)**

**This Form does not need to be completed and submitted with the Proposal, but only upon Contract award. This Form is included in the RFP for informational purposes only. There are five different certification forms. Form A is always used for contracts with an individual who is not an entity, regardless of the contract value. Form B is always used for contracts with an entity when the contract value is less than \$50,000. Form C is recommended for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).**

**Bidder Contract Compliance Monitoring Report (Attachment H)**

**This Form shall be signed by the same individual who signed the Corporate Resolution and Proof of Authorization Form. This form is not required to be notarized.**

**Vendor Profile Form (Attachment I)**

**This Form shall be signed by the same individual who signed the Corporate Resolution and Proof of Authorization Form. This form is not required to be notarized.**

**W-9 Form (Attachment J)**

**This Form shall be signed by the same individual who signed the Corporate Resolution and Proof of Authorization Form. This form is not required to be notarized.**

6. Who was the awarded vendor and what was the awarded pricing for the 2010 Senate Republican Districtwide Newsletter Printing and Delivery contract?

The awarded vendor was Imperial Graphics. The table below lists the awarded pricing:

<u>Quantity</u>	<u>Price</u>
29,000	\$2,420.00
30,000	\$2,505.00
31,000	\$2,555.00
32,000	\$2,600.00
33,000	\$2,690.00
34,000	\$2,775.00
35,000	\$2,870.00
36,000	\$2,965.00
37,000	\$3,050.00
38,000	\$3,145.00
39,000	\$3,235.00
40,000	\$3,320.00
Additional Charge/Credit per 500 Newsletters	\$32.00
Author's Alterations Charge	\$42 per Hour

7. Is there a reason why SRO has added a requirement for an aqueous coating on an uncoated sheet?

SRO has added the aqueous coating on an uncoated sheet as an option. The decision as to whether to opt for the aqueous coating will be made prior to contract award. Proposers shall submit pricing for both 2-color with aqueous coating and 2-color without aqueous coating as indicated on the Proposal Pricing Page in Attachment C.

8. Please confirm whether newsletters will be 2/2 (Black + PMS / Black + PMS).

Please see Section 2.3.1(d) of the RFP document which states, in part: “Newsletters shall be two (2) color (black and 1 PMS), or two (2) color (black and 1 PMS) with an Aqueous coating designed for non-coated paper (AQUACRYL 1223 Lay Flat or comparable). Final determination to be made by the CGA at time of contract award.”

9. Can interested vendors obtain samples of the 2010 SRO districtwide newsletters? Must they be picked-up in person or can they be mailed to the vendor?

Yes samples will be provided upon request. Vendors may pick up samples in-person, or request that they be sent via regular mail. Please submit your request via email to [CGAcontracting@cga.ct.gov](mailto:CGAcontracting@cga.ct.gov). If you plan to pick the samples up in person please notify the Contracting Group ahead of time to ensure they are available upon your arrival.

# The Connecticut General Assembly

## Joint Committee on Legislative Management

Donald E. Williams, Jr.  
*Senate President Pro Tempore*

Martin M. Looney, *Senate Majority Leader*  
John McKinney, *Senate Minority Leader*

D'Ann Mazzocca, Ph.D.  
*Executive Director*



Christopher G. Donovan  
*Speaker of the House*

Denise W. Merrill, *House Majority Leader*  
Lawrence F. Cafero, Jr., *House Republican Leader*

### **REQUEST FOR PROPOSAL FOR THE JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT SENATE REPUBLICAN OFFICE 2011 DISTRICTWIDE NEWSLETTERS PRINTING AND DELIVERY**

**Contract #: JCLM11REG0013**

Sealed proposals will be received by the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut for providing the Connecticut General Assembly with the goods and/or services listed herein by the date and time cited below.

**CONTRACT #:** JCLM11REG0013  
**RFP ISSUANCE DATE:** December 21, 2010  
**PROPOSAL DUE DATE:** January 21, 2011 **TIME:** 12:00 pm (noon)

<u>Attention →</u>	Please affix the following label to the front of the envelope containing your response to this Request For Proposal.
--------------------	--

<b>SEALED PROPOSAL TITLE - REQUEST FOR PROPOSAL</b>	<b>Senate Republican Office 2011 Districtwide Newsletters Printing and Delivery</b>
<b>CONTRACT ID:</b>	<b>JCLM11REG0013</b>
<b>DEADLINE FOR RECEIPT:</b>	<b>January 21, 2011 at 12:00 p.m. (Noon)</b>
<b>CONTACT NAME:</b>	<b>Tina Nadeau Mohr</b>

## TABLE OF CONTENTS

<b>PART 1 GENERAL INFORMATION</b> .....	1
1.1 Executive Summary .....	1
1.2 Terminology .....	1
1.3 Official Agency Contact Information .....	2
1.4 Portal Website .....	2
<b>PART 2 PROJECT SCOPE</b> .....	2
2.1 Overview .....	2
2.2 Administrative Requirements.....	2
2.2. 3 Sufficient Invoice Support .....	3
2.3 Technical Requirements .....	4
<b>PART 3 RESPONSE REQUIREMENTS</b> .....	7
3.1 Administrative Documentation .....	7
3.2 Technical Documentation .....	8
3.3 Documentation Subsequent to Contract Award .....	9
<b>PART 4 EVALUATION OF PROPOSALS</b> .....	9
4.1 Mandatory Requirements.....	9
4.2 Qualitative Elements .....	10
4.3. Evaluation Methodology.....	10
4.4 Presentation.....	11
4.5 Debriefing Procedure .....	11
<b>PART 5 CONTRACTUAL PROVISIONS</b> .....	11
5.1 Contract Conditions .....	11
5.2 Formation of a Contract .....	12
5.3 Contract Breach .....	14
5.4 Accounting Records .....	14
5.5 Work Product .....	14
5.6 Renewal of Contract .....	15
5.7 Contractor Guarantees .....	15
5.8 Freedom of Information.....	16
5.9 Human Rights and Opportunities.....	16
5.10 Restrictions on Communications .....	23
5.11 Executive Orders.....	24
<b>PART 6 PROCUREMENT SCHEDULE</b> .....	24
6.1 Issue the RFP .....	24
6.2 Deadline for Questions .....	25
6.3 Amendments to Request for Proposal.....	25
6.4 Proposal Delivery.....	25
6.5 Presentations .....	25
6.6 Contract Award and Process .....	25
<b>PART 7 RESERVED RIGHTS</b> .....	25
7.1 Rights .....	25
7.2 Disqualification for submitting Proposals .....	26

## **ATTACHMENTS**

<b>Attachment A</b>	Corporate Resolution and Proof of Authorization Form
<b>Attachment B</b>	Certification Form
<b>Attachment C</b>	Pricing Page
<b>Attachment D</b>	Gift and Campaign Contribution Ban Acknowledgement Form
<b>Attachment E</b>	Response Checklist
<b>Attachment F</b>	CHRO Notification Bidder / Contract Compliance Monitoring Report
<b>Attachment G</b>	Vendor Profile Form
<b>Attachment H</b>	W-9 Form
<b>Attachment I</b>	Insurance Certificate
<b>Attachment J</b>	Nondiscrimination Certification

## **PART 1 GENERAL INFORMATION**

### **1.1 Executive Summary**

The Connecticut General Assembly (CGA) is the legislative branch of government of the State of Connecticut. Through statutory enactments, the Joint Committee on Legislative Management (JCLM) is responsible for the coordination and management of legislative affairs and the supervision and approval of any and all legislative expenditures.

The JCLM is comprised of the top legislative leaders from each political party and works through a subcommittee system. The Personnel Policies Subcommittee is comprised of the President Pro Tempore of the Senate, the Speaker of the House of Representatives, and the Majority and Minority Leaders of each chamber. The Subcommittee is responsible for establishing legislative personnel policies, guidelines, regulations, and salary schedules, and also approves legislative expenditures exceeding \$50,000.

The Joint Committee on Legislative Management on behalf of the Senate Republican Office of the Connecticut General Assembly (CGA) is seeking proposals for the printing and delivery of the 2011 districtwide newsletter mailers for approximately thirteen (13) state senators.

### **1.2 Terminology**

As used herein, the following terms shall have the following meanings unless otherwise required by the context:

- (a) “CGA” - Connecticut General Assembly;
- (b) “Commission” - Commission on Human Rights and Opportunities;
- (c) “Contract” - Agreement signed by parties to formalize the acceptance by the state of an offer of a responder to furnish the services described herein at the stated prices in response to the request for proposals;
- (d) “JCLM” - Joint Committee on Legislative Management;
- (e) “OLM” - Office of Legislative Management;
- (f) “Proposal” - Offer submitted in response to this request for proposals, to furnish the services described herein to the state, under the prescribed conditions at the stated prices;
- (g) “Responder” - Person, firm or corporation submitting a proposal in response to a request for proposals;
- (h) “RFP” - Request for proposal;



- (i) “State” - The Connecticut General Assembly acting by and through the Executive Director of the Office of Legislative Management;

### 1.3 Official Agency Contact Information

**Mail:** Attention: CGA Contracting  
Office of Legislative Management  
Legislative Office Building; Room 5100  
Hartford, CT 06106-1591

**Email:** CGAContracting@cga.ct.gov

**Telephone:** (860) 240 – 0100

**Fax:** (860) 240 – 0122

### 1.4 Portal Website

This request for proposal (rfp) is posted on the portal website which can be found at the following address [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Bids\\_Open.asp?F\\_Bid\\_Type=1&F\\_Unit=OLM](http://www.das.state.ct.us/Purchase/Portal/Portal_Bids_Open.asp?F_Bid_Type=1&F_Unit=OLM).

Under the Search Bids/RFPs Link, enter the Contract ID number in the Bid Number section and click on the Search Bids/RFPs box.

## **PART 2 PROJECT SCOPE**

### 2.1 Overview

The Senate Republican Office of the Connecticut General Assembly (CGA) is seeking responses for the printing and delivery of the 2011 districtwide newsletter mailers for approximately thirteen (13) members of the Connecticut State Senate. The term of this contract shall be for the period commencing upon contract execution through December 31, 2011.

### 2.2 Administrative Requirements

Responses shall address the following administrative requirements:

#### 2.2.1 Experience and References

Response shall include:

- (a) Responder experience with projects similar to that described above;
- (b) Responder project references including the following:
  - i. Name, title, address and telephone number of reference;
  - ii. Overview of the project;
  - iii. Length of the project;

- iv. Total fees associated with the project.
- (c) Description of the responder, including:

- i. Size of firm (number of employees);
- ii. Resources;
- iii. Years in business;
- iv. Location;
- v. Current arrangements with subcontractors.

### **2.2.2 Compensation**

The compensation for services shall be in accordance with the response submitted, except as negotiated and amended in writing by both the CGA and the responder. All proposals shall include a detailed listing illustrating the costs associated with each aspect of this project, along with any additional costs for which reimbursement will be sought. All these costs must also be reflected on the attached Pricing Page. (Attachment C)

Any prompt payment discounts shall be itemized in the RFP. Other discounts will not be considered when determining which responder has the lowest price. Discounts must be reflected in the base price in the RFP and on the attached Pricing Page. (Attachment C)

Please see Section 4.3 of this RFP for details regarding how the pricing in each proposal will be calculated for comparison purposes.

Payments shall be made by the JCLM in arrears within (45) forty-five days of receipt of a properly prepared invoice. A properly prepared invoice is defined as a billing that is dated subsequent to the date the goods have been received.

There is no guarantee that all thirteen (13) senators will place newsletter orders. No compensation will be made to the awarded responder if a senator(s) does not place an order. Newsletters may also be cancelled during production at the discretion of the CGA; responders shall provide a detailed description of any proposed cancellation fees that may apply as particular milestones, provided by responder, are met in the production of the newsletter.

### **2.2.3 Sufficient Invoice Support**

- (a) A properly prepared invoice shall include: the purchase order number, an invoice date, invoice number, and a separate invoice line per newsletter order. All invoices shall reflect the lines on the signed purchase order, including the last name of the legislator. Regarding Author's Alterations charges, a properly prepared invoice shall include: the number of alterations, the cost per alteration and the last name of the legislator for which an alteration has been made.
- (b) The State of Connecticut reserves the right to reject invoices for payment if they are not considered properly prepared as defined above. Any early payment discount will be taken

from the date of a receipt of a properly prepared invoice and all required supporting documentation.

- (c) Charges shall be billed in arrears on a rolling basis.

#### **2.2.4 Commission on Human Rights and Opportunities Requirements**

The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for the enforcement of the state's affirmative action statute, *Conn. Gen. Stat. Sections 46a-68 and 46a-68a*. Included in this request for proposal are the following forms, utilized by CHRO to aid in monitoring contract compliance:

- (a) Nondiscrimination Form (Attachment J);
- (b) Notification to Bidders/Contract Compliance Monitoring Report (Attachment F).

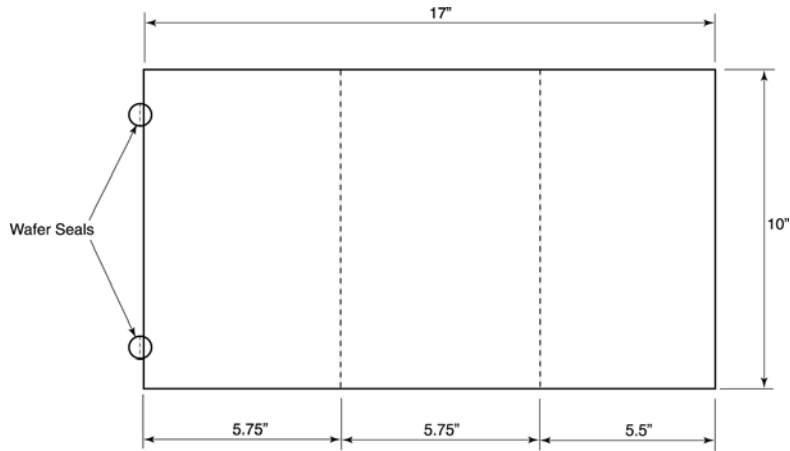
### **2.3 Technical Requirements**

Proposals shall address the following technical requirements:

#### **2.3.1 Specific Work**

(a) **Quantity:** There will be a minimum of 29,000 newsletters printed for each republican senator during the term of this contract. The majority of orders will fall within the range of 35,000 to 39,000 pieces, done in increments of 500 for no fewer than thirteen (13) state senators. There is a possibility that the count may exceed 39,000 in a few districts as counts have not been finalized at this time. Newsletter counts will be included with each order placed. The CGA will not be responsible, nor pay for, overruns. Newsletters will be sent to the awarded responder in varying quantities during the term of the contract. There is no guarantee that a set number will be ready to print at any given time. There is the possibility that as many as thirteen (13) newsletters will be sent to the awarded responder at one time; in that event, responders must have the capability to print and deliver the entire order in the time frame specified. Every effort will be made to release newsletters to the awarded responder in groups of two and three in the event all thirteen (13) are not printed at once, but this may not be possible with every order. The awarded responder is responsible for delivering the quantity ordered and will be held accountable in the event of a discrepancy in the final quantity delivered.

(b) **Size:** The open size of the printed piece (a three panel card mailer) will be 17" wide x 10" high; the folded size is 5 3/4" wide x 10" high. There are two folds (see folding instructions and layout scheme below). Newsletter samples are available upon request.



(c) **Paper Stock:** 65# Finch Opaque Cover, Bright White, Vellum Finish Paper shall be cut with grain long. No substitutions will be accepted. It is the awarded responder's responsibility to ensure that paper orders are processed in a timely fashion in order to meet the delivery deadline requirements of this contract. Prior to the first newsletter printing, the awarded responder shall provide a sample of the paper to be used. The awarded responder shall be required to provide a copy of their purchase order and the invoice received from the paper company supplying the paper stock for this printing project. It is required that recycled paper meets or exceeds the standards and requirements mandated by state law in accordance with C.G.S § 4a-67f.

Responders who are Forest Stewardship Council (FSC) approved print providers are requested to submit documentation in support of that distinction with their proposals. If applicable, the awarded responder will be responsible for obtaining and placing the FSC logo on each printed piece. The position of the logo will be designated by the Senate Republican office.



(d) **Color:** Newsletters shall be two (2) color (black and 1 PMS), or two (2) color (black and 1 PMS) with an Aqueous coating designed for non-coated paper (AQUACRYL 1223 Lay Flat or comparable). Final determination to be made by the CGA at time of contract award. Responder will supply samples for Senate Republican test run on two sides with full bleeds on all sides. Blue line or laser proofs must be provided by the awarded responder within five (5) business days of receipt of newsletter files from the Senate Republican offices, and prior to the final printing of each newsletter. Responders shall provide pricing for both color options as indicated on the pricing page. (Attachment C)

(e) **Format:** Camera-ready artwork prepared in Macintosh Adobe InDesign CS4 software provided on CD-R disks to be picked up. Artwork may also be sent via e-mail or ftp server. All pre-press work shall be completed by the awarded responder. Each newsletter mailer will vary. The text, photographs and artwork will be different for each newsletter.

(f) **Wafer Seals:** Two (2) translucent paper wafer seals (with center perforated for ease of opening) are required for each newsletter piece one inch from each side. Wafer seals and tabbing must be included in proposed pricing. Wafer seals shall be placed perfectly flush with the side of the piece, with perforation centered for ease of opening. Newsletter pieces with wafer seals that do not meet this specification will result in the print job being returned to the awarded responder to be redone at their cost. Prior to the first newsletter printing, the awarded responder shall provide a sample of the wafer seal to be used.

(g) **Turn-around Time:** The required total turn-around time for printing of each newsletter is ten (10) working days. Completed orders of printed pieces must be delivered in ten (10) working days from the date the awarded responder picks up the job and receives the signed purchase order. **Please note that the awarded responder must receive a signed purchase order prior to printing any newsletter order.** Pick up of orders, to be made in person by the awarded responder, will be from the Senate Republican Graphic Design Office in Suite 3400 of the Legislative Office Building in Hartford, Connecticut. Proofs must be delivered to the Senate Republican Graphic Design Office for sign-off prior to the final printing no later than five (5) working days after receiving the print job. The awarded responder shall complete the printing and delivery of each order within five (5) working days from the date of proof sign-off but in no event more than ten (10) days in total. On site pick-up and delivery must be included in the proposal pricing.

The awarded responder must assign a printer's representative as a liaison to the Senate Republican Office to work on this printing project for the duration of the contract.

The awarded responder shall inform the Senate Republican Office as to when each file will be on press and make any/all projects available for press check.

(h) **Delivery:** Delivery of all completed newsletter pieces **must be scheduled at least 24 hours prior to delivery, with an exact time of delivery to be agreed upon** with Senate Republican staff member Joe Lemieux at 860-240-0281. Each newsletter shall be packed in its own box, with the newsletter contents of each box facing in the same direction. Completed newsletter orders must be delivered no later than ten (10) working days from the date that the purchase order was issued by the Office of Legislative Management. Delivery must be made to Room 405 on the 4<sup>th</sup> floor of the State Capitol building using the west entrance.

(i) **Time Deadlines:** It is anticipated that there will be approximately thirteen (13) newsletters produced during the term of this contract. The ability to deliver high quality newsletters **on time** is of **critical importance** in performing the requirements of this contract. Therefore, proposers must have their main printing office located within a 75-mile radius of Hartford, Connecticut.

(j) **Liquidated Damages:** The awarded responder acknowledges that failure to deliver each newsletter within the required time frame would constitute a breach of the awarded responder's obligation to the Senate Republican Office of the CGA and that said office would be harmed by such failure to deliver. If such default occurs in the timeliness of any newsletter delivery, the awarded responder will forfeit twenty-five percent (25%) of the payment due for that newsletter printing. It is understood by both the awarded responder and the Senate Republican Office that

this amount has been established due to the difficulty in determining and establishing damages in the event that the awarded responder does not meet the timelines required by this contract.

(k) **Vendor Restrictions:** The responder awarded this contract is prohibited from subcontracting out any portion of the work to be completed under this contract.

(l) **Vendor Qualifications:** Responders must be able to demonstrate that they retain both the personnel and equipment required to produce the newsletters as specified within the required time frame. An on-site inspection of the printing facilities may be requested prior to the contract award.

### **2.3.2 Examination of Documents and Work Site**

(a) Questions regarding any aspects of this RFP may be submitted by the date specified in section 6.2 of this RFP. Responses will be posted on the portal by the date specified in section 6.3 of this RFP.

(b) Prior to submitting a proposal, each responder shall examine the RFP and shall fully inform himself prior to submitting the proposal as to the existing conditions and limitations under which the work is to be performed, and shall include in his proposal a sum to cover the cost of items necessary to perform the work as set forth in this RFP. No allowance will be made to a responder because of lack of such examination or knowledge. The submission of a proposal will be considered conclusive evidence that the responder has made such an examination.

## **PART 3 RESPONSE REQUIREMENTS**

**Responders shall submit the following documentation. The CGA reserves the right to disqualify any response which does not include the following documentation.**

**Please note only written responses will be accepted.**

### **3.1 Administrative Documentation**

Responses shall adhere to the following administrative documentation requirements:

(a) Copies: Submit one (1) original and two (2) copies of your response.

(b) Responses: Responses shall be mailed in a sealed envelope with the label provided on the cover page of this Request For Proposal to the following address:

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

- (c) Company experience and references: Evidence of company's experience, references, and a description of the firm;
- (d) Corporate Resolution and Proof of Authorization: Proposals shall include a completed notarized corporate resolution and proof of authorization form. The responder has the option of satisfying this requirement by either submitting a corporate resolution or proof of authorization. The responder is not required to use the wording provided in the attachment but must ensure that all the information is included with the document meant to satisfy this requirement as indicated (Attachment A).
- (e) Certification Form. This completed form shall be included in all proposals. (Attachment B)
- (f) Pricing Page. This completed form shall be included in all proposals. (Attachment C)
- (g) Gift and Campaign Contribution Ban Acknowledgement Form (CCBA): Proposals shall include this completed form in their proposal pursuant to Public Act 07-1 and Conn. Gen. Stat. Sec. 4-252. The planning date which should be referenced in the affidavit is October 1, 2010. Please refer to the following website for additional information: <http://www.cga.ct.gov/olm/bids2.asp> (Attachment D)
- (h) Response Checklist. This completed form shall be included in all proposals. (Attachment E)
- (i) CHRO Notification Bidder / Contract Compliance Monitoring Report This completed form shall be included in all proposals I. (Attachment F)
- (j) Vendor profile. This completed form shall be included in all proposals. (Attached G)
- (k) W-9 form. This completed form shall be included in all proposals. (Attached H)

### **3.2 Technical Documentation**

The following technical documentation shall be included with the proposal:

- (a) Equipment: Provide a list of equipment that would be used for this print job. The ability to provide "back-up" equipment in case of breakdowns is very important;
- (b) Cancellation Fees: Provide a detailed description of cancellation fees as particular milestones, provided by responder, are met in the production of a newsletter.
- (c) Forest Stewardship Council Certification: Provide documentation supporting responder's distinction as a Forest Stewardship Council (FSC) approved printer, if applicable.

### 3.3 Documentation Subsequent to Contract Award

The following shall be provided subsequent to the contract award.

- (a) Insurance Certificate: Please see minimum required levels listed in this RFP. The chosen responder must name the JCLM as an additional insured; (Attachment L)
- (b) Nondiscrimination Certification: Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, this form is a certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities. (Attachment M)

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

- i. **Form A. Representation**: For use by an individual when entering into any contract, regardless of contract value.
- ii. **Form B. Representation**: For use by an entity when entering into any contract valued at less than \$50,000 for any year of the contract.
- iii. **Form C. Affidavit**: For use by an entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity certifies through an affidavit that a complying nondiscrimination policy is currently in place.
- iv. **Form D. New Resolution**: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a new resolution of the board of directors, shareholders, managers, members, or other governing body.
- v. **Form E. Prior Resolution**: For use by a entity when entering into any contract valued at \$50,000 or more for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a prior resolution of the board of directors, shareholders, managers, members, or other governing body.

## PART 4 EVALUATION OF PROPOSALS

### 4.1 Mandatory Requirements

CGA will review responses to determine if the administrative and technical documentation requirements listed in section three have been addressed.

The CGA has the sole discretion to decide if deviations from the administrative and technical documentation requirements are material and whether to accept a response if it fails to comply with said requirements.



## 4.2 Qualitative Elements

Once it is determined that the proposal meets the administrative and technical documentation requirements, the following qualitative elements of the response will be evaluated. These elements will be scored using a scale of outstanding, very good, fair and poor.

- (a) Responder's understanding of the requirements
- (b) Professional experience and references of the responder
- (c) Quality of list of references from current clients for whom similar services have been provided.
- (d) Quality of work completed under any previous contract with the CGA.
- (e) Appropriateness of the proposed fee structure.

## 4.3. Evaluation Methodology

For comparison purposes, the total of the following will be utilized to compare the proposals.

Newsletter Quantity	Estimated # of Senators at Quantity	Price per Newsletter Order	Total (Estimate x Price)
29000	0	\$ _____	\$ _____
29500	0	\$ _____	\$ _____
30000	0	\$ _____	\$ _____
30500	1	\$ _____	\$ _____
31000	0	\$ _____	\$ _____
31500	0	\$ _____	\$ _____
32000	0	\$ _____	\$ _____
32500	0	\$ _____	\$ _____
33000	0	\$ _____	\$ _____
33500	0	\$ _____	\$ _____
34000	0	\$ _____	\$ _____
34500	2	\$ _____	\$ _____
35000	1	\$ _____	\$ _____
35500	0	\$ _____	\$ _____
36000	3	\$ _____	\$ _____
36500	0	\$ _____	\$ _____
37000	0	\$ _____	\$ _____
37500	1	\$ _____	\$ _____
38000	2	\$ _____	\$ _____
38500	0	\$ _____	\$ _____
39000	1	\$ _____	\$ _____
39500	0	\$ _____	\$ _____
40000	1	\$ _____	\$ _____

Newsletter Quantity	Estimated # of Senators at Quantity	Price per Newsletter Order	Total (Estimate x Price)
40500	0	\$ _____	\$ _____
41000	1	\$ _____	\$ _____
		<b>Total</b>	\$ _____

**4.4 Presentation**

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

The CGA may request product samples from some or all responders to be provided after the proposals are received and prior to contract award. Upon request, responders shall provide a sample of the paper and wafer seals that will be used for this printing project to the Senate Republican Graphic Design Office.

**4.5 Debriefing Procedure**

CGA contracting personnel will send letters indicating the response selected for contract award.

**PART 5 CONTRACTUAL PROVISIONS**

**5.1 Contract Conditions**

**5.1.1 Campaign Contribution Ban Acknowledgement (CCBA)**

With regard to a state contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements of contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the state’s solicitation shall submit the signed CCBA Form, included in this RFP, which expressly acknowledges receipt of the State Elections Enforcement Commissions’ notice advising state contractors of state campaign contributions and solicitation prohibitions, and that the proposer will inform its principals of the contents of this notice.

**5.1.2 Gift**

Conn. Gen. Stat. § 4-252 (the “Statute”) requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in section (c) and (d) of the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

1. The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in the Statute.
2. No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each

such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. These certifications are listed in the RFP on Attachment D.

3. The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:
  - (a) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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 person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and
  - (c) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.
  - (d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
  - (e) The date that the state agency or quasi-public agency began planning the project, services procurement, lease or licensing arrangement to be covered by the contract is October 1, 2010.

## **5.2 Formation of a Contract**

Upon acceptance of the proposal, JCLM will initiate the contract process.

### **5.2.1 Contract Creation**

This section serves as a notification to contractor that:

1. the state's acceptance of the proposer offer to furnish the services required in this RFP shall result in a contract between the contractor and the state which shall bind the contractor on his

part to furnish and deliver said services at the prices specified in said proposal, except as modified through negotiations between the state and the contractor, and the state on its part to order from the contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this RFP; and

2. all the provisions of this RFP shall be included in the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the state and the contractor subsequent to the receipt of said proposal by the state.

### **5.2.2 Contract Execution**

The contractor shall execute a formal contract with the State of Connecticut for the complete performance specified therein. This contract is considered executed once the contract is signed by the contractor and the State.

### **5.2.3 Term of Contract**

The term of the contract shall begin upon contract execution and expire upon December 31, 2011. The state reserves the right to extend or terminate the contract, if needed.

### **5.2.4 Modification**

No alterations or variations of the terms of contract shall be valid or binding upon the state unless made in writing and signed by the state.

### **5.2.5 Transfer**

It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the state. Any subcontracting work done in regards to this contract must be agreed to in writing by the state before the contractor begins any work.

### **5.2.6 Governing Law:**

This RFP and any contract awarded pursuant thereto shall be governed by the laws of the State of Connecticut with or without reference to principles of conflicts of laws. The parties agree to adjudication by, and hereby waive any objection to the jurisdiction of, such state and federal courts as are situated in Hartford, Connecticut.

Notwithstanding any provision or language in this contract to the contrary, the state may terminate this contract whenever it determines that such determination is in the best interests of the state. Any such termination shall be effected by delivery to the contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the contractor's address furnished to the state for purposes of correspondence or by hand delivery. Upon receipt of such notice, the contractor shall both immediately discontinue all services affected (unless the notice directs

otherwise) and deliver to the state all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the state. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the state, however, no compensation for lost profits shall be allowed.

## **5.3 Contract Breach**

### **5.3.1 Failure to Perform**

Failure of the contractor to deliver commodities or services as provided for herein or failure to make replacements of rejected commodities when so requested, immediately or as directed by the state, will constitute authority for the state to purchase in the open market to replace the commodities or services rejected or not delivered. The state reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. The contractor agrees promptly to reimburse the state for excess costs occasioned by such purchases. However, should public necessity demand it, the state reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the state.

### **5.3.2 Rejection**

Any services rendered by the contractor hereunder which fail in any way to meet the terms of the contract are subject to rejection or payment on an adjusted price basis. The decision of the state shall be final.

### **5.3.3 Cancellation**

The state reserves the right to cancel this contract within five days notice due to unsatisfactory performance. In the event that this is done, the contractor will be paid for all the work performed or commodities provided up to the time of cancellation.

## **5.4 Accounting Records**

The contractor, when under contract, shall maintain adequate accounting records in accordance with all applicable state regulations in connection with this project and such records shall be made available for inspection by the state or other persons designated by the state. The contractor shall make such accounts and records accessible to authorized state officials for the purpose of audit and examination. All records must be maintained for a minimum of three years after completion of the contract.

## **5.5 Work Product**

All materials developed in conjunction with the contract shall become the property of the state at no additional cost.

No report or document produced in whole or in part in connection with the contract shall be the subject of an application for copyright by or on behalf of the contractor.

The contractor, when under contract, shall not use the name of the state for advertising or promotional purposes without prior permission in writing. The contractor is allowed to use name of the state as a reference.

## **5.6 Renewal of Contract**

The state reserves the right to renew this contract under the conditions set forth in Section 2-71u of the Connecticut General Statutes.

## **5.7 Contractor Guarantees**

- (a) The contractor hereby agrees and guarantees to perform any contract awarded in accordance with the specifications, terms and conditions contained in this RFP.
- (b) 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 bid 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 of the contract.
- (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 commercial 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 certificate of insurance or 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 CGA.

- (f) 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.
- (g) This section shall survive the termination, cancellation or expiration of the contract, and shall not be limited by reason of any insurance coverage.
- (h) Operator 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.

## **5.8 Freedom of Information**

### **5.8.1 Freedom of Information Act**

Due regard will be given to the protection of proprietary information contained in all proposals received; however, contractors should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting therefrom.

### **5.8.2 Proprietary Information**

It will not be sufficient for a contractor to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a contractor believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above-cited statute.

### **5.8.3 Administrative Authority**

Between the contractor and the state, the final administrative authority to release or exempt any or all material so identified rests with the state.

## **5.9 Human Rights and Opportunities**

### **5.9.1 Required Compliance with Human Rights and Opportunities Regulations**

Any contractor must agree to comply with the statutes referred to in this section as they exist on the date of the contract that results from this proposal and as they may be adopted or amended from time to time during the term of the contract and any amendments thereto.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-60, 4a-60a, 46a-71(d), 46a-81i(d).

**5.9.2 Nondiscrimination and Affirmative Action Provisions in contracts of the state and political subdivisions other than municipalities. (Conn. Gen. Stat. 4a-60)**

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, 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. 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, 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; (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 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 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 sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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 section 46a-56.

- (b) 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 project.

- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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 section 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (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 of 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 section 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 section 46a-56.
- (h) The contractor shall include the provisions of section (g) above 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

- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does 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).

**5.9.3 Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation. (Conn. Gen. Stat. 4a-60a)**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

- (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 of 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 section 46a-56;
- (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 section 46a-56.

(b) The contractor shall include the provisions of subsection (a) 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 section 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.

#### **5.9.4 Discriminatory Practices by State Agencies (Conn. Gen. Stat. 46a-71(d))**

Every state contract or subcontract for construction on public buildings or for other public works or for goods and services shall conform to the intent of section 4a-60 and 4a-60a.

#### **5.9.5 Sexual orientation discrimination: Services of state agencies.(Conn. Gen. Stat. 46a-81i(d))**

Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4a-60a.

#### **5.9.6 Enforcement (Conn. Gen. Stat. 46a- 56(a))**

(a) The commission shall:

- (1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement;
- (2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;
- (3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;
- (4) From time to time, but not less than once a year, report to the Governor as provided in Section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;

- (5) Monitor state contracts to determine whether they are in compliance with Sections 4a-60 and 4a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and
  - (6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the General Assembly concerning the employment of such business enterprises as contractor and subcontractor.
- (b) The commission may, when it is deemed in the best interests of the state, exempt a contractor from the requirements of complying with any or all of the provisions of Section 4a-60, 4a-60a, 46a-68c, 46a-68d or 46a-68e of the Connecticut General Statutes in any specific contract. Exemptions under the provisions of this section may include, but not be limited to, the following instances: (1) If the work is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved; (2) those involving less than specified amounts of money or specified numbers of workers; (3) to the extent that they involve subcontracts below a specified tier. The commission may also exempt facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract, provided such an exemption shall not interfere with or impede the effectuation of the purposes of this section and Sections 4a-60, 4a-60a, 4a-60g, 4a-62 and 46a-68b to 46a-68k, inclusive, of the Connecticut General Statutes.
- (c) If the commission determines through its complaint procedure that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Sections 4a-60, 4a-60a, 46a-68c, 46a-68d, 46a-68e or 46a-68f of the Connecticut General Statutes, (A) the state shall retain two per cent of the total contract price per month on any existing contract with such contractor and (B) the contractor shall be prohibited from participation in any further contracts with state agencies until: (i) the expiration of a period of two years from the date of the finding of noncompliance or (ii) the commission determines that the contractor has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the contractor has adopted such policies within forty-five days of its determination of noncompliance. In addition, the commission may do one or more of the following: (1) publish or cause to be published, the names of contractor or unions which it has found to be in noncompliance with such provisions; (2) notify the Attorney General that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Sections 4a-60 or 4a-60a of the Connecticut General Statutes, appropriate proceedings should be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of said Sections 4a-60 or 4a-60a of the Connecticut General Statutes; (3) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; (4) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such

contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of Sections 4a-60, 4a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with Chapter 54 of the Connecticut General Statutes to implement the provisions of this section.

- (d) If the commission determines through its complaint procedure and after a hearing held in accordance with Chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under Section 4a-60 or 4a-60a of the Connecticut General Statutes, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to Section 4a-60g(b) of the Connecticut General Statutes it shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of Chapter 54 of the Connecticut General Statutes, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent 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 Section 32-9n(a) of the Connecticut General Statutes.

### **5.9.7 Contractor required to file compliance reports (Conn. Gen. Stat. 46a-68e)**

Each contractor shall file, and shall cause each of his contractor to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe.

### **5.9.8 Compliance reports to include labor union practices: (Conn. Gen. Stat. 46a-68f)**

Whenever the contractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include information pertaining to such labor union's or agency's practices and policies affecting compliance, as the commission may prescribe; provided, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency refuses to furnish information to the contractor, the contractor shall so certify to the

commission as part of its compliance report and shall set forth what efforts have been made to obtain such information.

### **5.9.9 Labor Reporting:**

The contractor also agrees to make available to the State Department of Labor a listing of all available employment openings for the purpose of carrying out the terms of the contract.

## **5.10 Restrictions on Communications**

### **5.10.1 Communications**

It is in an agency's best interest to control the flow of information about the RFP. Great care should be taken about what is said about the RFP process and to whom. To ensure the equitable treatment of all prospective proposers, each should receive the same, accurate, and authorized information throughout the RFP process – no more, no less.

### **5.10.2 Official Agency Contact**

The agency must designate one of its employees as the "Official Agency Contact" for purposes of the RFP. The principal responsibility of the Official Agency Contact is to handle all communications with outside parties concerning the RFP. The Official Agency Contact also receives all proposals submitted in response to the RFP and keeps them, unopened, in a secure location until the submission deadline. After the deadline has passed, the Official Agency Contact gives the proposals to the Chair of the Evaluation Committee. Any proposals received after the deadline must be retained, unopened, by the Official Agency Contact in a secure location. The Official Agency Contact should be someone who is "disinterested" (meaning, having no interest or involvement) in the RFP process, but who is knowledgeable about it. Having these qualities enables this person to speak for the agency about the RFP when necessary, yet minimizes the possibility of this person influencing – however unintentionally – the outcome of the process. While appointing a "disinterested" Official Agency Contact is recommended, it may not always be feasible, particularly if an agency has staff constraints. An acceptable alternative is for the Official Agency Contact to be someone who participated in writing the RFP or the evaluation plan. It is not permissible under any circumstances for the Official Agency Contact to be the Chair or a member of the Evaluation Committee.

### **5.10.3 ExParte Communications**

It is in an agency's best interest to control the flow of information about the RFP. Great care must be taken about what is said by an agency about the RFP and to whom. To ensure the equal treatment of all prospective proposers, proposers, and potential contractors, all must have access to the same, accurate, and authorized information throughout the RFP process – no more, no less. Steps should be taken to prevent "ex parte communications." An ex parte communication is the transmission of information that is (1) not part of the public record and (2) not generally available or shared with all participants of the RFP process. An ex parte communication about the RFP can potentially occur between any agency employee and an outside party, including, but not limited to, prospective

proposers, proposers, current contractors, lobbyists, the media, legislators, agency employees not participating in the RFP process, or employees of other State agencies. Except as permitted by the RFP document, communication between any agency employee and an outside party about the RFP is strictly prohibited.

#### **5.10.4 Communications Procedure**

Occasions may arise when an outside party attempts to communicate with an agency about its RFP process. An agency must develop and implement a communications procedure for handling such occasions and must instruct agency employees about how to comply with the procedure. Below is a suggested procedure that may be modified to suit an agency's requirements.

Step 1: Designate Official Agency Contact Assign sole responsibility to the Official Agency Contact for handling communications about the RFP from prospective proposers, proposers, and other outside parties.

Step 2: Instruct Agency Employees Notify all agency employees about the assignment and provide them with the Official Agency Contact's telephone number and/or e-mail address. Instruct employees to refrain from discussing the RFP with outside parties. Direct them to refer all communications from outside parties to the Official Agency Contact.

Step 3: Advise Outside Parties Upon receiving a referral, the Official Agency Contact must advise the outside party about the rules concerning ex parte communications and the agency's established communication procedure for the RFP. The Official Agency Contact can provide only that information permitted by the RFP document to the outside party.

#### **5.11 Executive Orders**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. Proposers may receive copies of these documents upon request.

### **PART 6 PROCUREMENT SCHEDULE**

#### **6.1 Issue the RFP**

The RFP will be issued by December 21, 2010

## **6.2 Deadline for Questions**

All questions must be submitted in writing by December 29, 2010. These submissions must be addressed to the attention of CGA Contracting at the Office of Legislative Management; Legislative Office Building; Room 5100, Hartford, CT 06106-1591; [CGAContracting@cga.ct.gov](mailto:CGAContracting@cga.ct.gov).

## **6.3 Amendments to Request for Proposal**

All amendments to the RFP and response to written questions will be published no later than 5:00 pm on January 5, 2011.

## **6.4 Proposal Delivery**

All sealed proposals must be delivered by 12:00 p.m. (Noon) on January 21, 2011 to the Joint Committee on Legislative Management in Room 5100 at the Legislative Office Building, Hartford, Connecticut

## **6.5 Presentations**

Those vendors submitting proposals may be contacted for a time to make presentations to provide an overview of their written proposal, answer questions and/or provide clarifications.

## **6.6 Contract Award and Process**

The successful responder will be notified they are the preferred candidate once approved by legislative leaders.

## **PART 7 RESERVED RIGHTS**

### **7.1 Rights**

#### **7.1.1 Amendment or withdrawal of proposal**

The state reserves the right to amend and/or cancel this RFP at any time prior to the proposal opening, and to correct any award erroneously made as a result of clerical error on the part of the state.

#### **7.1.2 Refusal of Proposal**

The state reserves the right to refuse any and all proposals hereunder. The state may refuse any proposal that does not meet the entire RFP.



### **7.1.3 Public Inspection**

All proposals are subject to public inspection upon award.

### **7.1.4 Advertising**

No logos, advertising or proprietary information are allowed on products installed at the State Capitol Facilities.

## **7.2 Disqualification for submitting Proposals**

### **7.2.1 Disqualification from submitting proposals for contracts. Suspension (Conn. Gen. Stat. 2-71r)**

(a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to Section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183 of the Connecticut General Statutes.

(b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under section 7.2.1. No such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.

(c) Cause for disqualification or suspension from submitting proposals shall include the following:

(1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor(s);

- (3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;
- (4) Noncompliance with contract provisions, of a character regarded by the committee to be of such gravity as to indicate a lack of responsibility to perform as a state contractor(s), including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;
- (5) Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor(s) or supplier; or
- (6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor(s), including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.

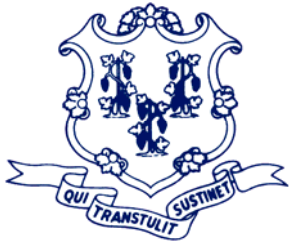
### **7.2.2 Reduction of Disqualification Period**

The committee may reduce the period or extent of disqualification, upon the contractor(s)'s request, supported by documentation, for the following reasons:

- (a) Newly discovered material evidence
- (b) Reversal of the conviction upon which the disqualification was based;
- (c) Bona fide change in ownership or management;
- (d) Elimination of other causes for which the disqualification was imposed; or
- (e) Other reasons the committee deems appropriate.

### **7.2.3 Disqualification Exception**

The committee may grant an exception permitting a disqualified contractor(s) to participate in a particular contract or subcontract upon a written determination by the committee that there is good cause, in the interest of the public, for such action.



**CORPORATE RESOLUTION AND  
PROOF OF AUTHORIZATION  
FORM**

**ATTACHMENT A**

2011 SRO Districtwide Newsletters  
Printing and Delivery  
JCLM11REG0013

**The Connecticut General Assembly**  
Joint Committee on Legislative  
Management  
Legislative Office Building : Rm 5100  
Hartford, CT 06106  
(860) 240 – 0100  
FAX: (860) 240 – 0122

The proposer has the option of submitting either a corporate resolution **OR** proof of authorization similar to those below. The proposer is not required to use the wording below, but must ensure that all the information below is included with the document meant to satisfy this requirement.

**SAMPLE CORPORATE RESOLUTION**

CERTIFICATION OF AUTHORITY

(DATE)

At a meeting of the Directors of \_\_\_\_\_ (*company name*) duly called and held at \_\_\_\_\_ (*location of meeting*) on \_\_\_\_\_ (*day of meeting*) day of \_\_\_\_\_ (*date of meeting*), at which a quorum was present and acting, it was VOTED that \_\_\_\_\_ (*name of authorized signer*), the \_\_\_\_\_ (*title of authorized signer*) of the Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a contract for \_\_\_\_\_ (*description of project or services*) with the Connecticut General Assembly, Joint Committee on Legislative Management in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date and that

\_\_\_\_\_ (*name of authorized signer*), is duly elected  
\_\_\_\_\_ (*title of authorized signer*) of this Corporation.

Attest:

(Affix Corporate Seal Here)

Date: (*Date of meeting*)

(*Signature of Clerk*) \_\_\_\_\_

(*Printed Name of Clerk*)

Clerk

**SAMPLE PROOF OF AUTHORIZATION**

PROOF OF AUTHORIZATION

(LOCATION)

(DATE)

On this \_\_\_\_\_ (*day of authorization*) day of \_\_\_\_\_ (*date of authorization*),  
before me personally came \_\_\_\_\_ (*name of authorized  
signer*), to me known, who being by me duly sworn, did state he resides in  
\_\_\_\_\_ (*state of residence*); that he is the \_\_\_\_\_  
(*title of authorized signer*) of \_\_\_\_\_ (*company name*); and  
that he has authorization to submit this proposal and enter into a contract for  
\_\_\_\_\_ (*description of services or project*) .

Attest:

(Affix Corporate Seal Here)

Date: (*Date of notary signature*)

(*Signature of Notary*) \_\_\_\_\_

(*Printed Name of Notary*)

Notary Public, (*State of Commission*)

Commission Expires: (*Date commission expires*)



**CERTIFICATION FORM**

**ATTACHMENT B**

2011 SRO Districtwide Newsletters  
Printing and Delivery  
JCLM11REG0013

**The Connecticut General Assembly**  
Joint Committee on Legislative  
Management  
Legislative Office Building : Rm 5100  
Hartford, CT 06106  
(860) 240 – 0100  
FAX: (860) 240 – 0122

---

**IN WITNESS WHEREOF**, the undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish these services and/or commodities to the General Assembly as listed in the Request for Proposal in accordance with the following guidelines:

Independent Price Determinations and Offer of Gratuities:

- (a) The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;
- (b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other organization or to any competitor;
- (c) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;
- (d) The Proposer has no knowledge of the specific Proposal contents prior to actual receipt of the Proposal;
- (e) The Proposer certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities in excess of those allowed under Chapter 10 of the Connecticut General Statutes (Code of Ethics for Public Officials) were either offered to or received by any of the aforementioned officials or employees from the Contractor's agent or the Contractor's employee(s).

The Proposer agrees to furnish these services and/or commodities to the Connecticut General Assembly as listed in the Request for Proposal at the prices indicated on Attachment E.

**SIGNED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Federal Employer Identification No: \_\_\_\_\_



**PRICING PAGE**

**ATTACHMENT C**

2011 SRO Districtwide Newsletters  
 Printing and Delivery  
 JCLM11REG0013

**The Connecticut General Assembly**  
 Joint Committee on Legislative  
 Management  
 Legislative Office Building : Rm 5100  
 Hartford, CT 06106  
 (860) 240 – 0100  
 FAX: (860) 240 – 0122

<u>Newsletter Quantity</u>	<u>2 Color</u>	<u>2 Color w/ Aqueous Coating</u>	<u>Newsletter Quantity</u>	<u>2 Color</u>	<u>2 Color w/ Aqueous Coating</u>
1. 29,000	\$	\$	13. 35,000	\$	\$
2. 29,500	\$	\$	14. 35,500	\$	\$
3. 30,000	\$	\$	15. 36,000	\$	\$
4. 30,500	\$	\$	16. 36,500	\$	\$
5. 31,000	\$	\$	17. 37,000	\$	\$
6. 31,500	\$	\$	18. 37,500	\$	\$
7. 32,000	\$	\$	19. 38,000	\$	\$
8. 32,500	\$	\$	20. 38,500	\$	\$
9. 33,000	\$	\$	21. 39,000	\$	\$
10. 33,500	\$	\$	22. 39,500	\$	\$
11. 34,000	\$	\$	23. 40,000	\$	\$
12. 34,500	\$	\$	24. 40,500	\$	\$
			25. 41,000	\$	\$
Add'l charge/ credit per 500 Newsletters	\$	\$	Author's Alterations charges	\$ per	\$ per

Standard payment terms are net 45 days. Please indicate any early payment discount terms that would be applicable to this project: \_\_\_\_\_% Discount, \_\_\_\_\_ Days.

**The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith to furnish these services and/or commodities to the General Assembly as listed in the Request for Proposal at the prices proposed therein.**

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



**GIFT AND CAMPAIGN  
CERTIFICATION**

**ATTACHMENT D**

2011 SRO Districtwide Newsletters  
Printing and Delivery  
JCLM11REG0013

**The Connecticut General Assembly**  
Joint Committee on Legislative  
Management  
Legislative Office Building : Rm 5100  
Hartford, CT 06106  
(860) 240 – 0100  
FAX: (860) 240 – 0122

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar year or fiscal year, pursuant to Connecticut General Statutes 4-250, 4-252, 9-612 and as amended by Public Act 07-1.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

**CHECK ONE:**

- Initial gift and campaign contribution certification.
- Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

**CERTIFICATION:** [ Number of Certifications Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no **gifts** were made, as defined and described in C.G.S. §§ 4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, **except for the gift(s) listed below:**

<u>Date of Gift</u>	<u>Name of Gift Giver</u>	<u>Name of Recipient</u>	<u>Value Gift Description</u>
---------------------	---------------------------	--------------------------	-------------------------------

\_\_\_\_\_

I further certify that neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on **gifts** by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. § 4-250(c). I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any **campaigns** of candidates for statewide public office or the General Assembly. I further certify that the contractor made the bid or proposal without fraud or collusion with any person.

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

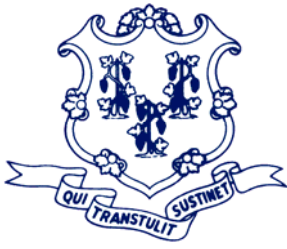
Printed Contractor Name	<b>Signature of Authorized Official</b>	<b>Date</b>
-------------------------	---	-------------

Federal Employer ID Number (FEIN) or Social Security Number (SSN)	Printed Name of Authorized Official	
---	-------------------------------------	--

<u>Joint Committee on Legislative Management</u> Awarding State Agency	<u>October 1, 2010</u> Start Date of Agency Planning	_____ Contract Execution Date
---	---	----------------------------------

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court or Notary Public**



## RESPONSE CHECKLIST

### ATTACHMENT E

2011 SRO Districtwide Newsletters  
Printing and Delivery  
JCLM11REG0013

**The Connecticut General Assembly**  
Joint Committee on Legislative  
Management  
Legislative Office Building : Rm 5100  
Hartford, CT 06106  
(860) 240 – 0100  
FAX: (860) 240 – 0122

<b>Administrative Requirements</b>	<b>Response Page</b>
Company experience and references:	
Corporate Proof of Authorization	
Certification Form	
Pricing Page	
Gift & Campaign Contribution Ban Acknowledgement Form	
Vendor Profile Form	
W-9 Form	
CHRO Contract Compliance Monitoring Report Form	
Equipment List	
Cancellation Fees	
Forest Stewardship Council Certification (if applicable)	

Please include the page number on which these administrative requirements are listed in your proposal.



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

## 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

# STATE OF CONNECTICUT - AGENCY VENDOR FORM

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.**

**READ & COMPLETE CAREFULLY**

SP-26NB-IPDF Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> GOVERNMENT			
<b>NOTE:</b> IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE:</b> IF YOUR BUSINESS IS A <b>PARTNERSHIP</b> , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
<b>NOTE:</b> IF YOUR BUSINESS IS A <b>CORPORATION</b> , IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS		STREET CITY STATE ZIP CODE	
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
<b>REMITTANCE INFORMATION:</b> INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		STREET CITY STATE ZIP CODE	
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 <sup>ST</sup> BUSINESS PHONE:		Ext. #	HOME PHONE:
2 <sup>ND</sup> BUSINESS PHONE:		Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:	
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:	
2 <sup>ND</sup> FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
← SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)			
<b>NOTE:</b> THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.			

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**

**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



## INSURANCE REQUIREMENTS

### ATTACHMENT I

2011 SRO Districtwide Newsletters  
Printing and Delivery  
JCLM11REG0013

**The Connecticut General Assembly**  
Joint Committee on Legislative  
Management  
Legislative Office Building : Rm 5100  
Hartford, CT 06106  
(860) 240 – 0100  
FAX: (860) 240 – 0122

1. The successful proposer shall carry in force for the duration of this agreement the following insurance:

#### Insurance Limits

- A) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The State of Connecticut/CT General Assembly, its officers, officials, employees, agents, boards and commissions shall be named as Additional Insured
- B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- C) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- D) Professional Liability/ Error & Omissions Insurance in an amount equal to the greater of \$1,000,000 or 10% of the construction contract amount. Depending on project size deductible minimum of \$10,000 to a maximum of \$100,000. (If Applicable)

#### Insurance Provisions

- A) Contractor shall assume any and all deductibles in the described insurance policies.
- B) The contractor's insurer shall have no right of recovery or subrogation against the municipality or the State/CT General Assembly and the described insurance shall be primary coverage
- C) Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the CT General Assembly.
- D) "Claims made" coverage is unacceptable, with the exception of Professional Liability.
- E) Insurance is to be placed with insurers with a current AM Best Rating of no less than A-, VII.
- F) Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificate of insurance evidencing insurance requirements herein.
- G) Contractor shall furnish the CT General Assembly with original certificate of insurance prior to commencement of work.

2. The insurance certificate shall indicate that the contractor name, the State/CT General Assembly, as an additional insured and shall defend and save harmless the State/CT General Assembly from actions, suits, or other legal proceedings that may be instituted on such claims or demands. The insurance certificate shall be accompanied by an endorsement indicating that the State/CT General Assembly has been in fact added to the insurance policy as an additional insured.





**NONDISCRIMINATION  
CERTIFICATION**

**ATTACHMENT J**

2011 SRO Districtwide Newsletters  
Printing and Delivery  
JCLM11REG0013

**The Connecticut General Assembly**  
Joint Committee on Legislative Management  
300 Capitol Avenue  
Legislative Office Building – Room 5100  
Hartford, CT 06106  
(860) 240 – 0100 FAX: (860) 240 - 0122

---

**Representation By Individual For All Contract Types Regardless of Value (FORM A)**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN INDIVIDUAL:**

I, \_\_\_\_\_, of \_\_\_\_\_,  
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Representation By Entity For Contracts Valued at Less Than \$50,000 (FORM B)**

*Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**REPRESENTATION OF AN ENTITY:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Affidavit By Entity For Contracts Valued at \$50,000 or More (FORM C)**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am

\_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title                      Name of Entity

duly formed and existing under the laws of \_\_\_\_\_.  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity                      Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut

General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/  
Notary Public

\_\_\_\_\_  
Commission Expiration Date

**New Resolution By Entity For Contracts Valued at \$50,000 or More (FORM D)**

*Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

**CERTIFICATION OF RESOLUTION:**

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of \_\_\_\_\_,  
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of \_\_\_\_\_,  
Name of Entity

in accordance with all of its documents of governance and management and the laws of \_\_\_\_\_, and further certify that such resolution has not been modified  
Name of State or Commonwealth  
or revoked, and is in full force and effect.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
Name of Entity  
nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Prior Resolution By Entity For Contracts Valued at \$50,000 or More (FORM E)**

*Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

---

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

**CERTIFICATION OF PRIOR RESOLUTION:**

I, the undersigned, am a duly authorized corporate officer or member of \_\_\_\_\_.  
Name of Entity

I have reviewed the attached prior resolution. I certify that:

(1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and

(2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**RESERVED FOR STATE USE**

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

\_\_\_\_\_  
Signature of Agency Head (or designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
CT General Assembly  
Awarding State Agency